

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, SEPTEMBER 2, 2025 - 4:00 PM
AGENDA
www.monroenc.org

1. Policy Amendment to the Water Leak Adjustment Policy
2. Updates for Stormwater Management Ordinance Section 159.401 and 159.402 and corresponding Operation and Maintenance Agreement
3. Purchase of Two (2) 100kV Transmission Line Breakers
4. Purchase of Twelve (12) Substation Circuit Breakers



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: September 2, 2025
FROM: Lisa Strickland, Finance Director
PREPARED BY: Robert Smith, Utility Billing Supervisor
SUBJECT: Policy Amendment to the Water Leak Adjustment Policy

SUMMARY STATEMENT

An amendment to the Water Leak Policy is recommended to clarify the guidelines of the policy and limit/define the timeframe of adjustments.


REVIEW

Amendments to the Water Leak Policy are recommended to limit adjustments to adjustments that are at least two times their normal monthly average water consumption. This will eliminate the small, under \$5 adjustments that are currently occurring. Clarification on the time frame that the customer must provide documentation and the request for an adjustment should be limited to within three months of the leak occurrence. Also, a clarification of the eligible time frame for the adjustment is recommended. Other changes are outlined and reflect actual practices regarding this policy.

RECOMMENDATION

Staff is making the Public Enterprise Committee aware of the changes to the Water Leak Adjustment Policy with an effective date of September 2, 2025.

Attachments: Water Leak Adjustment Policy (redline)

	Policy: Water Leak Adjustment	Effective Date: June 17, 2008
		Revision Effective Date: October 23, 2013, September 2, 2025
	Policy Number: FA-07	Page 1 of 2
	William M. Watson, City Manager	<u>Finance</u> Responsible Party

PURPOSE

The purpose of this policy is to provide guidelines for adjustments to the water and/or sewer account of a customer who has experienced the loss of metered water **in excess of 5,000 gallons or more above the normal average consumption for the customer account**. The excess water metered will have occurred as a result of conditions beyond normal and reasonable control of the customer or other parties responsible for the use, care and maintenance of fixtures and devices that are a part of the customer’s water service system.

CUSTOMER RESPONSIBILITY

It is the customer’s responsibility to maintain all private piping downstream of the water meter in proper repair and condition, and to promptly discover and stop the loss of water if it occurs. In addition, the customer is responsible for making arrangements to repair or have repaired the fixture or device causing the water loss. Although there is no obligation for City of Monroe to adjust accounts when the water has been metered properly, it is the City of Monroe’s desire to encourage customers to make prompt and permanent repairs and to show consideration for circumstances that result in excessive billing charges.

The customer must provide information describing the situation or circumstances that resulted in the loss of water. This should include the cause of the water loss if known, when the problem was discovered, what action was taken to stop the loss of water, and the arrangements made for repairs.

If a repair is completed, the customer must provide a copy of the plumber’s bill or a statement of materials purchased if the repair was performed by the customer. This will support the condition that the repair is a quality job of a permanent nature.

ADJUSTMENT PROCEDURE

Upon receipt of the customer’s statement describing the water loss and copies of invoices or receipts documenting repair, a City of Monroe Customer Service Representative will evaluate the circumstances surrounding the water loss. The accuracy of the meter may be verified prior to calculating the adjustment.

The Customer Service Representative will calculate the adjustment under the following guidelines.

For a water leak that entered the City’s sewer system:

- a) The adjustment shall be one-half (½) of the amount in excess of the previous twelve (12) months average billings for water and sewer excluding the months(s) of excessive consumption for which the adjustment is requested, or if the average consumption is undeterminable due to high consumption for an extended period of time, the three month’s consumption average after repair shall be considered as the average consumption.

- b) No adjustment shall be made for a period in excess of two (2) billing periods
- c.) A maximum of one adjustment will be allowed every year **from the repair date of the first leak to the repair date of the next leak.**

In a situation where the water leak did not enter the City’s sewer system, a credit for all the excess sewer charges above the customer’s average usage (no water charge credit) can be issued. **if there is field verification that the excess water did not go into the City’s sewer system. (Remove red writing here and stop at the word issued)**

Adjustments will not normally be allowed for water loss arising from carelessness, negligence or lack of due diligence on the part of the customer, as it is the customer’s responsibility to promptly discover and stop the loss of water.

The City of Monroe will adjust sewer charges off a customer’s account when they fill a swimming pool/hot tub or spa only if the consumption is 10,000 gallons or more, and if it is verified that the swimming pool drains and filter backwash do not discharge to the sewer system. A maximum of one adjustment per year is allowed. It will be the customer’s responsibility to read their water meter prior to filling the pool and after the pool is filled and call the readings into the Customer Service Division. The amount of the calculated usage will be adjusted off the sewer charges.

All water loss calculations shall be documented by Customer Service personnel, and shall include a complete and adequate description of the problem and justification for the adjustment. A proposed adjustment will be reviewed and approved or denied by the Customer Service Manager/Supervisor before a credit adjustment is made to the customer’s account.

In accordance with the North Carolina Records Retention and Disposition Schedule, a copy of the documentation will remain in the Customer Service Department for a period of thirty-six (36) months, and be retained digitally in the utility address file.

Once the adjustment has been made to the customer’s account, the Customer Service Representative will notify the customer that the adjustment has been made.

IMPLEMENTATION

The Customer Service Manager/Supervisor shall be responsible for implementation and interpretation of this policy, and is authorized to exercise on behalf of the City of Monroe, the discretionary determination as to the applicability of this policy in the various circumstances involving abnormal water usage or loss.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 2, 2025

FROM: Sarah McAllister, P.E., Engineering Director

PREPARED BY: Bonnie Fisher, P.E. – Stormwater Engineering Manager

SUBJECT: Updates for Stormwater Management Ordinance Section 159.401 and 159.402 and corresponding Operation and Maintenance Agreement

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider recommended updates regarding the City of Monroe Stormwater Management Ordinance and Operation and Maintenance Agreement form.

REVIEW

Under the current Stormwater Ordinance, owners of new Stormwater Control Measures must fund an escrow equal to 10% of the facility's original construction cost for future maintenance and repairs. This ensures homeowner associations (HOAs) and other Property Owner Associations will have dedicated resources after taking ownership of a facility. However, this escrow requirement may unnecessarily burden commercial, public, and other non-Association owned properties that already maintain budgets sufficient for maintenance.

The proposed Ordinance revision narrows the segregated escrow account requirement to HOAs and other Property Owner Associations only. All properties will still be required to provide a financial statement annually documenting the available funding established for operation and maintenance of the stormwater control and management facilities

RECOMMENDATION

Staff recommends that Stormwater Management Ordinance Section 159.401 and 159.402 along with the City's Standard Operation & Maintenance Agreement be updated to apply segregated Escrow account requirements to HOAs and other Property Owner Associations only. If the Public

Enterprise Committee is in agreement, the items will be placed on the consent agenda for consideration by City Council at the next meeting on September 9, 2025.

Attachments: Revised Stormwater Ordinance Section 159.401 and 159.402 (with tracked changes)
Revised Operation & Maintenance Agreement

**ORDINANCE TO AMEND CITY OF MONROE CODE OF ORDINANCES
TITLE XV: LAND USAGE
CHAPTER 159: STORMWATER MANAGEMENT ORDINANCE
O-2025-~~244~~6**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MONROE THAT
TITLE XV: LAND USAGE OF THE CITY OF MONROE CODE OF
ORDINANCES BE AMENDED.**

Section 1. Amend **CHAPTER 159: STORMWATER MANAGEMENT
ORDINANCE**, as follows:

159.401 GENERAL STANDARDS FOR MAINTENANCE

(A) Function of SCMs As Intended

The *owner* of each *structural SCM* installed pursuant to this Ordinance shall maintain and operate it so as to preserve and continue its function in controlling stormwater quality and quantity at the degree or amount of function for which the *structural SCM* was designed.

(B) Annual Maintenance Inspection and Report

The person responsible for maintenance of any *structural SCM* installed pursuant to this Ordinance shall submit to the Stormwater Administrator an inspection report annually from one of the following persons performing services only in their area of competence: a qualified registered North Carolina professional engineer, surveyor, landscape architect, soil scientist, aquatic biologist, or person certified by the North Carolina State University Cooperative Extension Service for stormwater treatment practice inspection and maintenance. The inspection report shall contain all of the following:

- (1) The name and address of the land *owner*;
- (2) The recorded book and page number of the lot of each *structural SCM*;
- (3) A statement that an inspection was made of all *structural SCMs*;
- (4) The date the inspection was made;
- (5) A statement that all inspected *structural SCMs* are performing properly and are in compliance with the terms and conditions of the approved maintenance agreement required by this Ordinance;
- (6) The original signature and seal of the engineer, surveyor, or landscape architect; and

- (7) For Homeowners' or other Property Owner Associations: A financial statement documenting the available funding established in the escrow account for operation and maintenance of the stormwater control and management facilities. See Section 159.402 (B).
- (8) For Commercial, Public, or other non-Homeowner/Property Owner Association Properties: A financial statement documenting the available funding established for operation and maintenance of the stormwater control and management facilities.

All inspection reports shall be on forms supplied by the Stormwater Administrator. An original inspection report shall be provided to the Stormwater Administrator beginning one year from the date of as-built certification and each year thereafter on or before the date of the as-built certification.

159.402 OPERATION AND MAINTENANCE AGREEMENT

(A) *In general.*

- (1) Prior to the conveyance or transfer of any lot or building site to be served by a structural SCM pursuant to this Ordinance, and prior to issuance of any permit for development or redevelopment requiring a structural SCM pursuant to this Ordinance, the applicant and owner of the site must execute an operation and maintenance agreement that shall be binding on all subsequent owners of the site, portions of the site, and lots or parcels served by the structural SCM. Until the transference of all property, sites, or lots served by the structural SCM, the original owner or applicant shall have primary responsibility for carrying out the provisions of the maintenance agreement.
- (2) The operation and maintenance agreement shall require the owner or owners to maintain, repair and, if necessary, reconstruct the structural SCM, and shall state the terms, conditions, and schedule of maintenance for the structural SCM. In addition, it shall grant to the City of Monroe a right of entry in the event that the Stormwater Administrator has reason to believe it has become necessary to inspect, monitor, maintain, repair, or reconstruct the structural SCM; however, in no case shall the right of entry, of itself, confer an obligation on the City of Monroe to assume responsibility for the structural SCM.
- (3) The operation and maintenance agreement must be approved by the Stormwater Administrator prior to plan approval and shall be recorded with the county Register of Deeds. The deed book and page shall be referenced on all plats,

including the final plat. A copy of the recorded maintenance agreement shall be given to the Stormwater Administrator within fourteen (14) days following its recordation.

(B) Special Requirement for Homeowners' Associations and Other Property Owner Associations
~~(B) Operation and Maintenance Agreements.~~

A required Operation and Maintenance agreement shall include all of the following provisions:

- (1) Acknowledgment that the owner or homeowners' association shall continuously operate and maintain the Stormwater control and management facilities.
- (2) Upon acceptance of the structural SCM, the owner or homeowners' association shall establish and maintain a segregated escrow account held by the owner or homeowners' association to hold funds for the purpose of sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the structural SCMs. The amount of the escrow account shall not exceed ten (10%) percent of the structural SCM project's original cost of construction as indicated by a sealed engineer's estimate. The owner or homeowners' association shall have a period of five (5) years from the time the structural SCM is accepted by the City to fully deposit escrow funds in the account, and shall deposit and retain in the account at least two (2%) percent of the project's original cost of construction annually for five years until fully funded. Once fully funded at ten (10%) of the engineer's estimated cost, that amount shall be retained and maintained in the segregated escrow account, and the owner or homeowners' association shall annually provide the City of Monroe verification of the amount held in the escrow account.
- (3) Granting to the City of Monroe a right of entry to inspect, and monitor the SCMs and the right of entry and access for sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction of the structural SCMs upon failure of the owner to take necessary action after notice by the City and a reasonable opportunity to correct.
- (4) Allowing the City of Monroe to recover from the escrow account any and all costs the City of Monroe expends to

maintain or repair the structural SCMs or to correct any operational deficiencies. Failure to pay the City of Monroe all of its expended costs, after forty-five (45) days' written notice, shall constitute a breach of the agreement. In case of a deficiency, the City of Monroe shall thereafter be entitled to bring an action against the owner or homeowners' association and its members to pay, or foreclose upon the lien hereby authorized by the agreement against the property, or both. Interest, collection costs, and attorney fees shall be added to the recovery.

- (5) A statement that this agreement shall not obligate the City of Monroe to maintain or repair any structural SCMs, and the City of Monroe shall not be liable to any person for the condition or operation of structural SCMs.
- (6) A statement that this agreement shall not in any way diminish, limit, or restrict the right of the City of Monroe to enforce any of its Ordinances as authorized by law.
- (7) A provision indemnifying and holding harmless the City of Monroe for any costs and injuries arising from or related to the structural SCM, unless the City of Monroe has agreed in writing to assume the maintenance responsibility for the SCM and has accepted dedication of any and all rights necessary to carry out that maintenance.
- (8) A provision that a financial statement shall be provided and included as part of the annual inspection report documenting the available funding established in the escrow account for operation and maintenance of the stormwater control and management facilities.

Section 2. This Ordinance shall be effective upon adoption.

Adopted this 9th day of ~~September~~ July, 2025.

Robert A. Burns, Mayor

Attest:

Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA
UNION COUNTY

**STORMWATER OPERATION, MAINTENANCE,
AND ESCROW AGREEMENT**

THIS AGREEMENT made pursuant to City of Monroe Stormwater Management Ordinance, and entered into this ___ day of _____ 202__ by and among The CITY OF MONROE, a North Carolina municipal corporation, party of the first part (hereinafter referred to as "~~CITY~~City") and _____ (hereinafter referred to as "Owner") and _____ (hereinafter referred to as the "Association" if applicable), parties of the second part in connection with the Stormwater Management System(s) of the _____ project located at _____

WITNESSETH:

WHEREAS, the City has adopted certain stormwater management regulations applicable to the property of the Owner located in the City of Monroe, Union County, North Carolina, and more particularly described as:

Said property was obtained by the Owner by deed recorded in Book ____, Page ____, Union County Registry and further identified as tax parcel number(s) _____ (the "Property"); and

WHEREAS, such regulations require the Owner or Association, as appropriate, to construct, continuously operate, maintain, and inspect each private on-site engineered stormwater control

facility or facilities (the “Facility”) located on the property to satisfy the requirements of such regulations; and

WHEREAS, the boundaries and detail of the Facility will be described in the approved construction plans and final as-built plans filed with the City; and

WHEREAS, as a condition of the development of the Property, Owner/Association is required to enter into a Stormwater Operation and Maintenance Agreement which provide for the operation, long-term maintenance, inspection, repair, and replacement/reconstruction of the Facility (such as, but not limited to, sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction) and enter into and fund a Stormwater Escrow account, if applicable, the funds of which are available to provide for the long-term maintenance, repair, replacement of the Facility; and

WHEREAS, the Stormwater Management Ordinance of the ~~CITY~~City, requires the establishment of a segregated escrow account which is used solely to fund sediment removal, structural, biological, or vegetative replacement, major repair, or reconstruction of the failing Facility and requires reimbursement of expenses incurred by the City for those maintenance, repairs, or replacement costs expended by the City pursuant to this Agreement; and

WHEREAS, prior to the Owner conveying operation and control of the Facility operation, maintenance, and repair to a Homeowner’s Association or other entity (collectively hereafter the “Association”), the Owner will be required to assign this Agreement requiring the Association, or entity, to assume all rights and obligations, both operational and financial, of the Owner as set forth in this Agreement; and

WHEREAS, the Owner is developing a _____ development known as _____, and agrees to provide the CITY with the assurances and accountings required by Chapter 159 of the City Code regarding the Escrow Account required herein.

NOW, THEREFORE, for and in consideration of the premises and the approval by the City of the development activities on the Property, the Owner/Association does hereby covenant and agree with the City that the Facility shall be held, operated, maintained, and encumbered pursuant to the covenants and conditions hereinafter set forth;

1. Operation and Maintenance Plan. Owner/Association shall operate, maintain, repair, and, if necessary, reconstruct the Facility in accordance with approved as-built plans, North Carolina Department of Environmental Quality’s Stormwater Design Manual, City of Monroe Standard Specifications and Detail Manual, and City of Monroe Stormwater Management Ordinance. The plan is fully incorporated herein by reference.

2. **Special Requirements for Homeowners' and Other Property Owner Associations:**

a) **Escrow Agreement.** The Owner/Association shall establish and maintain a separate Escrow Account the funds from which may be used solely to provide for the operation, long-term maintenance, inspection, repair, and replacement/reconstruction (sediment removal, structural, biological or vegetative replacement, major repair, or reconstruction) of the Facility, as required by the Stormwater Management Ordinance of the City and in accordance with approved construction plans and specifications, the Operation and Maintenance Agreement among the Owner, the Association, and the City, the Operation and Maintenance Manual(s), and the Permit (as set out in the plans, specifications, and permit approved by the City Engineer).

b) **Escrow Account.** The amount of the required escrow account shall not exceed ten (10%) percent of the Stormwater control project's original cost of construction as indicated by a sealed engineer's estimate. [The engineer's estimate for 100% construction costs of the SCMs serving this development is: \\$ _____.](#) The Owner or Association shall have a period of five (5) years from the time the Facility is accepted by the City to fully deposit the required amount in the Escrow Account. Upon acceptance of the Facility by the City, the owner shall deposit and retain in the account at least two (2%) percent of the projects original cost of construction annually for five years until fully funded. Once fully funded at ten (10%) of the engineer's estimated cost, that amount shall be retained and maintained by the Owner/Association in the segregated Escrow Account, and the Owner or Association shall annually provide the City of Monroe verification of the amount held in the escrow account. The Escrow Account required herein shall be maintained at the amount required by City Code as long as the Facility remains in place until released by the City in writing.

c) **Responsibility.** The Owner is responsible for all Escrow Account fund deposits required herein until such time as the Association assumes full responsibility for the requirement set out in this Agreement. The Owner shall assign (as Assignor) and the Association (as Assignee) shall assume all requirements for the operation, maintenance, control, inspection, management, and repair, including financial responsibility required in this Agreement. Once the Association has taken ownership or legal or managerial authority/control

of the Facility which is the subject of this Agreement, the Association will establish or continue to maintain the Escrow Account as required herein.

d) **Purpose.** The Escrow Account shall be held and funds disbursed only for the purpose of maintaining, repairing, or replacing the Facility as required by this Agreement and no other purpose.

e) **Repairs and Maintenance.** Upon determination by an authorized City agent that the Facility is not performing adequately or as intended, or is not properly maintained in accordance with the Stormwater Management Ordinance, this Operation and Maintenance Agreement, the Operation and Maintenance Manual(s), or the Permit (as those terms are defined in the Operation and Maintenance Agreement), the Owner/Association shall make the necessary repairs as determined by the City with funds on deposit in the Escrow Account established pursuant to this Agreement or other funds of the Owner/Association at its discretion. If the City has determined that, pursuant to the Ordinance, it must take over and perform any such uncompleted operation, maintenance, inspections, repairs, and replacement/reconstruction which the Owner or Association fails to perform, the Owner or Association Agrees to reimburse the City or otherwise use the funds on deposit in the Escrow Account for such purposes. Any expense incurred by the City in excess of the amount available from the Escrow Account shall be reimbursed by the Owner or Association pursuant to Paragraph 6 below.

f) **Replacement of Escrowed Funds.** The Owner or the Association, whichever is responsible, agrees to comply with the requirement of the Ordinance that any funds drawn down from the Escrow Account shall be replaced and the account balance shall be maintained at the level required by ordinance and this Agreement by the Owner/Association.

g) **Costs in Excess of Escrowed Funds.** In the event that this escrow agreement should fail for any reason to cover the costs of operation, maintenance, inspection, repair, and replacement/reconstruction, including any deficiency as to form or execution, then, the Owner, the Association, and their successors, transferees, or assigns, acknowledge that whichever party is deemed responsible by the City shall assume full responsibility for the costs of such

maintenance and repair, and any such costs incurred by the City and unpaid by the Owner/Association shall be enforced pursuant to Section 54 below.

73. Annual Inspection Report(s). Annually, the Owner, Association, or responsible entity shall provide an inspection report for each Facility on the Property. Inspection reports are to be completed in accordance with Section 159.401(B) of the City of Monroe’s Stormwater Management Ordinance. A financial statement shall be provided by the Owner/Association documenting the available funding established in the Escrow Account for operation and maintenance of the stormwater control and management facilities and that statement must be included as part of the annual inspection report for the Owner or Association. Each inspection report must be accompanied by an administrative fee. The administrative fee can be found on the City of Monroe’s Fee Schedule.

84. Notice(s). Any notice which any party, hereto, may send to the other pertaining to this Agreement shall be in writing and shall be considered delivered when deposited in the United States mail, certified with postage prepaid. The addresses are as stated below:

If to the City:	If to the Owner/Association:
City of Monroe	Address registered with North Carolina Secretary of State or
Stormwater Administrator	Union County Tax Assessor’s Office
P.O. Box 69	
Monroe, NC 28111	

95. Remedies for Violations of this Agreement.

a) If the Owner/Association shall fail to maintain or repair the Facility as set forth herein, or otherwise violates this Agreement, the City Stormwater Administrator may order the Owner/Association to undertake the necessary repair or maintenance or to correct such violation. If the Owner/Association shall fail to comply with such order within thirty (30) days from the date thereof, the Owner/Association shall be considered in violation of this agreement and Chapter 159 of the City of Monroe Code of Ordinances, Stormwater Management Ordinance, and will be subject to penalties as provided in section 159.502 of the City of Monroe Code of Ordinances and pursuant to the authority contained in North Carolina State Statute Chapter 160D, Local Planning and Development Regulation and 15A NCAC 2B.0258. Should the Owner/Association fail to make the required corrections within 30 days of the issuance of the civil penalty, the City may enter the Property and perform all necessary work to place the Facility in proper working

condition. The full cost of performing the work including administrative costs and penalties shall be assessed as a lien on the property if unreimbursed from the Escrow Account or by the Owner/Association. Any lien shall be on all of the property or common areas owned by the Owner or Association on which the facilities are located.

b) If the City determines that the Facilities pose an immediate danger to the public health, safety, or welfare, the City will notify the Owner/Association, and with due notice, may enter the property and take whatever steps it deems necessary to return the Facility or facilities to good working order. This provision shall not be construed to allow the City to erect any structure of a permanent nature on the property. It is expressly understood and agreed that the City is under no obligation to maintain or repair the Facility or facilities and in no event shall this Agreement be construed to impose any such obligation on the City.

c) The City shall have the right to bring an action and recover sums due, damages, seek injunctive relief, and/or such other and further relief as may be just and appropriate.

d) The remedies provided by this paragraph are cumulative and are in addition to any other remedies provided by law.

e) Reference to statutes, ordinances, or regulations include all statutory, ordinance, or regulatory provisions consolidating, amending, or replacing the statute, ordinance, or regulation. References to contracts and agreements shall be deemed to include all amendments to them.

f) This agreement shall not obligate the City of Monroe to maintain or repair any structural BMPs, and the City of Monroe shall not be liable to any person for the condition or operation of structural BMPs.

106. No Waiver of Breach. In the event of a breach of any term of this Agreement, any delay or failure on the part of the City to exercise any rights, powers, or remedies herein provided, it shall not be construed as a waiver thereof or acquiescence of such breach or any future breach.

117. Amendments. This Agreement may be amended, revised or modified only by a written document signed by the parties.

128. Binding Effect. The conditions and restrictions set forth herein with regard to the Facility shall run with the land and shall bind the Owner/Association and its successors and assigns and all parties claiming by, through, or under them shall be taken to hold, agree, and covenant with the City, with its successors and assigns, and with each of them to conform to and observe said conditions and restrictions.

The City shall be deemed a beneficiary of the conditions and restrictions set forth herein and such conditions and restrictions shall run with the land in favor of the City.

139. Warranties of Title. The Owner/Association covenants and warrants that it has lawfully seized and possesses the Facility and real estate described by deed recorded in Book ____, Page ____, Union County Registry, that it has good, right and lawful authority to enter into this Agreement for the purposes herein expressed, and that no consent or waiver by the holder of any mortgage, deed of trust, or other security instrument, or any other person, firm, or corporation is required prior to entering into this Agreement, or such consent has been obtained by the Owner/Association.

1410. Interpretation. Use of the masculine gender herein includes the feminine and neuter, and the singular number used herein shall equally include the plural. The captions preceding the various provisions of this Agreement are for the convenience of reference only and shall not be used as an aid in interpretation or construction of this Agreement.

1511. Severability. Invalidation of any one of these covenants or conditions by judgment or order of any court shall in no way affect any of the other provisions, which shall remain in full force and effect.

1612. Liability Disclaimer. The Owner/Association, its officers, administrators, executors, successors, heirs, or assigns hereby indemnifies and holds harmless the City, its authorized agents and employees, for any and all damages, accidents, casualties, occurrences or claims that may arise or be asserted against the City from the construction, presence, existence or maintenance of the Facility or facilities by the Owner/Association or the City. In the event a claim is asserted against the City, its authorized agents and employees, the City shall promptly notify the Owner/Association, and the Owner/Association shall defend at its own expense any suit based on such claim. If any judgment or claims against the City, its authorized agents or employees, shall be allowed, the Owner/Association shall pay for all costs and expenses in connection herewith.

1713. Right of Entry and Access Easement. Owner/Association, its officers, administrators, executors, successors, heirs, or assigns hereby grants and conveys to the City, its authorized agents and employees, the perpetual right of access and easement over, across, and upon the Property as shown on the final plat(s) to be recorded in Union County Register of Deeds or upon file with the City. The City shall be granted the right of entry to inspect, monitor, maintain, repair and reconstruct the Facility whenever the City deems necessary.

1814. E-Verify Requirement. Owner/Association shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Owner/Association utilizes a subcontractor in the performance of this Agreement, Owner/Association shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

1915. Effective Date. This Stormwater Operation and Maintenance Agreement will become effective when the Facility has received a final inspection and approval by the Stormwater Administrator.

2016. Recording. This Agreement shall be recorded in the Office of Register of Deeds of Union County, North Carolina and shall run with the land and be binding on successor, heirs, and assigns.

2117. Governmental Function. This agreement shall not in any way diminish, limit, or restrict the right of the City of Monroe to engage in or carry out any of its governmental functions or enforce any of its ordinances as authorized by law.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this the day and year first above written.

{SIGNATURES APPEAR ON THE FOLLOWING PAGES.}

ATTEST:

OWNERS/COMPANYS NAME

NAME AND TITLE

By: _____
NAME AND TITLE

(Corporate Seal)

HOMEOWNERS' ASSOCIATION

By: _____
NAME AND TITLE

CITY OF MONROE

William Mark Watson, City Manager

ATTEST:

Bridgette H. Robinson, City Clerk

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of _____, a North Carolina _____ company, and that he/she, as _____, being duly authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal this _____ day of _____, 20 ____.

Notary Public

(OFFICIAL SEAL)

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF UNION

I, _____, a notary public in and for said county and state, certify that Bridgette H. Robinson personally appeared before me this day, stated that she is the City Clerk of the City of Monroe, a North Carolina municipal corporation, and that by authority duly given and as the act of the City, the foregoing contract was signed in its corporate name by its City Manager, sealed with its corporate seal, and attested by herself as its said City Clerk.

This the _____ day of _____, 20 ____.

Notary Public

(OFFICIAL SEAL)

My Commission Expires:

APPROVED AS TO FORM:

City Attorney

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for said County and State, do hereby certify that _____ personally appeared before me this day and acknowledged that he/she is the _____ of _____ Association, and that he/she, as _____, being duly authorized to do so, executed the foregoing instrument on behalf of the company.

Witness my hand and official seal this _____ day of _____, 20__.

Notary Public

(OFFICIAL SEAL)

My Commission Expires: _____



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: September 2, 2025
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Eric R. Howell, Electric Operations Manager
SUBJECT: Purchase of Two (2) 100kV Transmission Line Breakers

SUMMARY STATEMENT

Energy Services Staff requests the Public Enterprise Committee to consider approving the purchase of two (2) 100kV transmission line breakers to be placed in service at our Camp Sutton and Hal Coan substations. These breakers provide power to the substations where voltage is stepped down and distributed to the city’s customers.

REVIEW

The Energy Services department has identified the need to replace two (2) 100kV transmission line breakers due to the obsolescence of one existing breakers (Camp Sutton) and problems with an additional unit (Hal Coan), electric system growth, excessively long lead-time (112 weeks), and the need to improve employee safety during maintenance activities. The recommended breakers fit the Energy Services standard for substation equipment.

W.R. Daniel & Associates has provided a quote on behalf of GE Vernova to the City for the two (2) required transmission line breakers in the amount of \$275,750 plus \$6,960 shipping.

The quote breakdown is as follows:

145 kV GE Vernova DT1-145 Line Breaker - \$137,875 per unit – Quantity (2) - \$275,750 total
Shipping----- \$3,480 per unit – Quantity (2) -----\$6,960 total
Grand total-----\$282,710

RECOMMENDATION

Energy Services staff requests the Public Enterprise Committee approve sending this request to City Council for consideration and approval for purchase of two (2) GE Vernova DT1-145 transmission line breakers in the amount of \$282,710.00 and authorize the City Manager to execute any and all necessary documents. Sufficient funds are budgeted for the acquisition in the Substation Modernization project account. Energy Services Staff requests that this item is placed on the City Council consent agenda.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: September 2, 2025
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Eric R. Howell, Electric Operations Manager
SUBJECT: Purchase of Twelve (12) Substation Circuit Breakers

SUMMARY STATEMENT

Energy Services Staff requests the Public Enterprise Committee to consider approving the purchase of twelve (12) circuit breakers to be placed in service at our Airport, Goldmine, and 601 South substations.

REVIEW

The Energy Services department has identified the need to replace several circuit breakers in our substations due to the obsolescence of the existing breakers, electric system growth, and the need to improve employee safety during maintenance activities. The recommended breakers fit the Energy Services standard for substation equipment.

The ABB RMAG circuit breakers would be purchased through Sourcewell. Sourcewell is a purchasing cooperative that collectively bids specified equipment providing competitive pricing as well as meeting statutory requirements. Municipalities and various educational institutions are allowed to utilize Sourcewell through membership to the cooperative. The City has been a member since 2010 and utilizing these contracts saves the time and expense of processing formal bids.

The vendor (Wesco) and Sourcewell have entered into an agreement (Contract # 091422) for the procurement of circuit breakers. Wesco has provided a quote to the City for the twelve (12) required circuit breakers in the amount of \$645,831 that meets the requirements of the Sourcewell Contract.

The quote breakdown is as follows:

38 kV ABB RMAG circuit breaker - \$71,790 per unit – Quantity (3) - \$215,370 total
15 kV ABB RMAG circuit breaker - \$47,829 per unit – Quantity (9) - \$430,461 total
Grand total-----\$645,831

RECOMMENDATION

Energy Services staff requests the Public Enterprise Committee approve sending this request to City Council for consideration and approval for purchase of twelve (12) ABB RMAG circuit breakers in the amount of \$645,831.00 through Sourcewell’s Cooperative Purchasing program. Sufficient funds are budgeted for the acquisition in the Substation Modernization project account. Energy Services Staff requests that this item is placed on the City Council consent agenda.