

CITY OF MONROE
PUBLIC ENTERPRISE COMMITTEE
300 W. CROWELL STREET, MONROE, NC 28112
TUESDAY, SEPTEMBER 1, 2026 - 4:00 PM
AGENDA
www.monroenc.org

1. Minutes of August 4, 2026 Public Enterprise Committee Meeting
2. Ordinance Amending Fiscal Year 2026-2027 Fee Schedule to Delete Airport Maintenance Fee from Charlotte-Monroe Executive Airport Chapter
3. Energy Services Request to Purchase Five Circuit Breakers for Airport Substation
4. Water Resources Request to Purchase Track Loader
5. Customer Service Policy Amendments
6. City of Monroe Liquefied Natural Gas Facility Expansion Project
7. Water Resources Residential Outside of City Service Request
8. Water and Sewer Extensions Policy Amendments
9. Water Resources Outside Service Request and Infrastructure Agreement - QuikTrip
10. Award Water Tank Asset Management Contract Utility Service Co., Inc.
11. Additional Lighting near Miller and Meadow St Discussion

Public Enterprise Committee Minutes
August 4th, 2026
City Hall Conference Room
4:00 p.m.

Members Present: Council Member James Kerr, Council Member Julie Thompson

Staff: Mark Watson, Lisa Hollowell, Jeffrey Wells, Rob Miller, Jay Voyles,
Jennifer Simmons, Terry Sholar, Lisa Kerner, Lisa Strickland, Richard
Long, Amy Cook

Council Member James Kerr called the August 4th, 2026 Public Enterprise Committee meeting to order at 4:00 p.m.

Item #1: Adoption of Minutes of the Meeting

Recommendation:

Council Member James Kerr asked if anyone had questions or concerns regarding the minutes of the June 2nd, 2026 meeting, and if not, would someone make a motion to approve.

Motion: Adopt June 2, 2026 PEC Meeting Minutes
Motion made by: Council Member James Kerr
Second: Council Member Julie Thompson
Voting: **In Favor:** Council Member James Kerr, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #2. Water Resources Award of Purchase of one T770 T4 Bobcat Compact Track Loader

Recommendation:

The Water Resources Staff recommends that the Public Enterprise Committee approve sending this request to City Council for approval to award the purchase of one T770 T4 Bobcat Compact Track Loader to Bobcat of Monroe in the amount of \$111,793.63.

Presentation and Discussion:

Rob Miller presented the item to the committee. He said that Water Resources used Sourcewell Purchasing Cooperative to select the equipment. There is sufficient funding in the account for this purchase.

Motion: Approve sending the request to award purchase of this item to City Council for the consent agenda on August 11, 2026.
Motion made by: Council Member Julie Thompson
Second: Council Member James Kerr
Voting: **In Favor:** Council Member James Kerr, Council Member Julie Thompson
Opposed: None
Action: Motion adopted

Item #3: Water Resources Award of Purchase of one Case CX145 Track Hoe

Recommendation:

The Water Resources Staff recommends that the Public Enterprise Committee approve sending this request to City Council for approval to award the purchase of one Case CX145 Track Hoe to Hills Machinery in the amount of \$238,550.00.

Presentation and Discussion:

Rob Miller presented the item to the committee. He said that Water Resources used Sourcewell Purchasing Cooperative to select the equipment. There is sufficient funding in the account for this purchase.

Motion: Approve sending the request to award purchase of this item to City Council for the consent agenda on August 11, 2026.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor:** Council Member James Kerr, Council Member Julie Thompson

Opposed: None

Action: Motion adopted

Item #4: Utility Services Request Approval of Contract and Budget Ordinance for ArcGIS Enterprise and Utility Network Upgrade and Mitigation Implementation

Recommendation:

The Public Enterprise Committee is requested to approve a contract with SSP Innovations, LLC for the ArcGIS Enterprise and Utility Network Upgrade and Implementation project in the amount of \$692,278.00. Additionally, consideration for approval of a budget ordinance to appropriate funding to fund Water Resources share of the project in the amount of \$150,000.00, authorize the City Manager to execute any and all necessary documents, and forward to City Council for approval on the consent agenda.

Presentation and Discussion:

Jay Voyles presented the item. A Request for Qualifications (RFQ) was conducted on 04/07/2025 by Energy Services for the project and selected SSP Innovations, LLC. Jay Voyles discussed that the current ArcGIS network has reached end of life as of March 2026 but will continue to be maintained for the next two years. He stated that the project is needed to migrate from the current framework to the new model which is the utility network upgrade. This is a multi-departmental project where it is impacting energy services and water resources. Jay Voyles explained that electric fund and natural gas fund had adequate funding in both of their funds for this project. A budget ordinance in the amount of \$150,000 is needed to fund water resources share of the project. Council Member James Kerr asked if we were in good shape even though it expired in March. Jay Voyles explained that the software is at the end of life but will still be maintained for two years but it is necessary to make plans now to upgrade to the future system before the end of maintenance.

Motion: To approve a contract with SSP Innovations, LLC for the ArcGIS Enterprise and Utility Network Upgrade and Implementation project, Budget Ordinance, and forward the request to City Council consent agenda on August 11, 2026.

Motion made by: Council Member Julie Thompson

Second: Council Member James Kerr

Voting: **In Favor:** Council Member James Kerr, Council Member Julie Thompson

Opposed: None

Action: Motion adopted

Item #5: Water Resources Award of Contract for Rehabilitation of John Glenn Water Treatment Plant Sedimentation Basin No. 3

Recommendation:

The Public Enterprise Committee is requested to consider authorizing the use of the previously approved sole-source OBIC Armor lining system and award a contract to CTR Coatings for rehabilitation of Sedimentation Basin No. 3 at the John Glenn Water Treatment Plant in the amount of \$282,482.00, authorize the City Manager to execute any and all necessary documents, and forward to City Council for approval on the consent agenda.

Presentation and Discussion:

Amy Cook presented the item and discussed that sedimentation basin number 3 at the John Glenn Water Treatment Plant concrete has deteriorated. She explained that based on previous successful experience using OBIC Armor system installed by CTR Coatings will provide a durable, long-term protective lining. Sufficient funds are available in Project Budget WR2501, Water Treatment Plant Improvements.

Motion:

To approve the previously approved sole-source OBIC Armor lining system for rehabilitation of Sedimentation Basin No.3 at the John Glenn Water Treatment Plant, award contract to CTR Coatings, to forward the request to City Council for the consent agenda on August 11, 2026.

Motion made by:

Council Member James Kerr

Second:

Council Member Julie Thompson

Voting:

In Favor: Council Member James Kerr, Council Member Julie Thompson

Opposed: None

Action:

Motion adopted

Item #6: Water Resources Award of Contract for Rehabilitation of John Glenn Water Treatment Plant Reaction Basin Rehabilitation

Recommendation:

The Public Enterprise Committee is requested to consider authorizing the use of the previously approved sole-source OBIC Armor lining system and award a contract to CTR Coatings for rehabilitation of Reaction Basin at the John Glenn Water Treatment Plant in the amount of \$286,050, authorize the City Manager to execute any and all necessary documents, and forward to City Council for approval on the consent agenda.

Presentation and Discussion:

Amy Cook presented the item and discussed that Reaction Basin at the John Glenn Water Treatment Plant coating needs to be replaced. She explained that based on previous successful experience using OBIC Armor system installed by CTR Coatings will provide a durable, long-term protective lining. Sufficient funds are available in Project Budget WR2501, Water Treatment Plant Improvements.

Motion:

To approve the previously approved sole-source OBIC Armor lining system for rehabilitation of Reaction Basin at the John Glenn Water Treatment Plant, award contract to CTR Coatings, to forward the request to City Council for the consent agenda on August 11, 2026..

Motion made by:

Council Member Julie Thompson

Second: Council Member James Kerr
Voting: **In Favor:** Council Member James Kerr, Council Member Julie Thompson
Action: **Opposed:** None
Motion adopted

There being no further business, the meeting adjourned at 4:17 p.m.

James Kerr, Chair

Next Meeting- September 1, 2026 at 4:00 p.m.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Lisa Hollowell, Assistant City Manager

PREPARED BY: Malcolm Weeks, Airport Manager

SUBJECT: Charlotte-Monroe Executive Airport –Fee Schedule FY 2026-27 Amendment

SUMMARY STATEMENT

Staff recommends that City Council approve an amendment to the FY 2026-27 Airport Fee Schedule; this change reflects Airport customer concerns of charging an Airport Maintenance Fee. This was a one-time fee assessed to all new base customers at the Airport. The amendment changes the Fee Schedule to remove this fee. There is minimal impact to the budget, as the fee hasn't been consistently paid.

REVIEW

Staff proposes an amendment to the FY 2026-27 Fee Schedule to remove the mandatory Airport Maintenance Fee.

RECOMMENDATION

Staff recommends Public Enterprise Committee approve and recommend to Council this amendment to the Airport Fees for FY 2026-27.

Attachments: 0-2026-33

**ORDINANCE TO AMEND
FISCAL YEAR 2026-2027 CITY OF MONROE FEES SCHEDULE
O-2026-33**

BE IT ORDAINED BY THE CITY OF MONROE COUNCIL THAT THE FISCAL YEAR 2026-2027 CITY OF MONROE FEE SCHEDULE IS HEREBY AMENDED AS FOLLOWS:

Section 1. Amend **CHAPTER IV. CHARLOTTE-MONROE EXECUTIVE AIRPORT Sections 1. Schedule of Fees** to remove reference to the Aircraft Maintenance Fee in Section 3.

Aircraft Maintenance Fee (Fee Paid Up-front with New Customer or changed aircraft.)	Up to \$2,500
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Section 2. Amend **CHAPTER IV. CHARLOTTE-MONROE EXECUTIVE AIRPORT** to remove **Section 3. Aircraft Maintenance Fee** altogether.

Section 3. Airport Maintenance Fee

The Airport Maintenance Fee (AMF) is assessed whenever a new aircraft or tail number replaces an existing aircraft or is a new aircraft is added as a base customer at EQY. Funds collected through the AMF will be used to offset ongoing maintenance at the airport. New aircraft and/or tail numbers will be assessed this fee when they register to base the aircraft at EQY. This is a one-time fee and is payable with the new aircraft application for tie-down or hangar storage.

Aircraft Type	CITY OF MONROE Tie-Down Space	CITY OF MONROE Hangar Space	PRIVATE Hangar Space
Single Engine Piston	\$500	\$750	\$2,500
Multi Engine Piston	\$750	\$1,000	\$2,500
Single Engine Turbo Prop	\$500	\$750	\$2,500
Multi Engine Turbo Prop	\$750	\$1,000	\$2,500
Light Jet (Less than 12.5K MTOW)	\$1,250	\$1,500	\$2,500
Medium Jet (12.5K-30K MTOW)	\$1,500	\$1,750	\$2,500
Large Jet (30.1K-55K MTOW)	\$1,750	\$2,000	\$2,500

Heavy Corporate Jet (55.1K + MTOW)	\$2,250	\$2,500	\$2,500
Helicopters	MIN \$500*	MIN \$500*	\$2,500

~~*Helicopters will be evaluated for Airport Maintenance Fee based on size, Number of blades and engine type. Minimum fee is \$500 for City of Monroe and flat fee of \$2,500 for private hangar storage.~~

Effective August 13, 2025

Section 3. This Ordinance shall be effective September 9, 2026.

Adopted this 8th day of September, 2026.

Attest:

Robert A. Burns., Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Eric R. Howell, Electric Operations Manager

SUBJECT: Purchase of five (5) Substation Circuit Breakers

SUMMARY STATEMENT

Energy Services Staff requests the Public Enterprise Committee to consider approving the purchase of five (5) circuit breakers to be placed in service at our Airport substation.

REVIEW

The Energy Services department has identified the need to replace 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 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 five (5) required circuit breakers in the amount of \$280,590.00 that meets the requirements of the Sourcewell Contract.

The quote breakdown is as follows:

15 kV ABB RMAG circuit breaker (1200 amp) - \$51,306.00 per unit – Quantity (2) - \$102,612.00 total
15 kV ABB RMAG circuit breaker (2000 amp) - \$59,326.00 per unit – Quantity (3) - \$177,978.00 total
Grand total-----\$280,590.00

RECOMMENDATION

Energy Services staff requests the Public Enterprise Committee approve sending this request to City Council for consideration and approval for the purchase of five (5) ABB RMAG circuit breakers in the amount of \$280,590.00 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.



116 TRIWEST DRIVE

MOCKSVILLE

NC 27028

Quotation

BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE WESCO TERMS AND CONDITIONS OF SALE PUBLISHED AT WWW.WESCO.COM/TERMSOFSALE ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to changes in duties, freight, tariffs, supplier pricing, surcharges, commodity pricing, or exchange rate fluctuations.

To: CITY OF MONROE
2125 WALKUP AVE
SOURCEWELL ACCT# 091
MONROE NC 28110

Date: 08/04/26

Branch: 7884

Project Number: SOURCEWELL ACCT

Project Name SOURCEWELL ACCT

Quoted To: SCOTT CURETON

Date of Your Inquiry: 08/04/26

When ordering please refer
to Quotation Number: 667688

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	2	ABB*MB11130LONH5KMZ4*EA*15.5KV CIRCUIT BREAKER, MED VOLTAGE, ANSI OUTDOOR VACUUM, R-MAG	51306.000	E	102612.00	0.00		10/ 16/26
20	3	ABB*MB11230TUNH5KMZ4*EA*15.5KV CIRC. BREAKER, MED VOLTAGE : TYPES RATING MB1123 *22WK W/NO APPRV DRAWING * 27WKS W/APPRVL DRAWING	59326.000	E	177978.00	0.00		10/ 16/26
SUB-TOTAL					280590.00			
ESTIMATED TAX					18939.83			
TOTAL					299529.83			

Wesco may assess storage and transportation fees if you do not take or accept delivery within 90 days of product availability. Wesco may also update this quote or above pricing due to duties, freight, tariffs, supplier pricing, surcharges, or exchange rate fluctuations. BY ACCEPTING THIS QUOTE, YOU AGREE THAT THE TERMS AND CONDITIONS OF SALE PUBLISHED AT www.wesco.com/termsofsale ARE EXPRESSLY INCORPORATED INTO AND SHALL GOVERN THIS TRANSACTION.



STAFF REPORT

TO: Public Enterprise Committee

VIA: William M. Watson, City Manager

DATE: September 1, 2026

FROM: Rob Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Amy Cook, Water Resources General Manager of Operations

SUBJECT: Purchase of Equipment (Caterpillar 265 Compact Track Loader)

SUMMARY STATEMENT

Public Enterprise Committee is requested to consider a purchase contract for a replacement track loader in the Water Resources – Water Treatment Plant Division.

REVIEW

Budgeted funds of \$112,218.00 are available in the FY27 budget to replace a 2016 Case TR310 loader in the Water Resources Water Treatment Plant (WTP) Division that has reached the end of its useful life. The City garage concurs with the replacement of this equipment.

Staff at the WTP is dependent on a track loader for solids management at the WTP and having reliable equipment of this type is essential to maintaining normal operations.

Based on all considerations, the Sourcewell purchasing co-operative was selected for buying this track loader. Use of this Co-Op complies with applicable competitive bidding requirements without the expense of a formal bid solicitation and provides efficient delivery of vehicles and equipment. The City is a member of the Sourcewell Co-Op.

Based on the proposal obtained from Sourcewell, which met all City specifications, staff is recommending the following award to Carolina CAT in Charlotte, NC for the purchase of a Caterpillar 265 05A Compact Track Loader, with all applicable quoted features, in the amount of \$99,500.00.

RECOMMENDATION

It is the recommendation of Staff that the Public Enterprise Committee approve to forward the purchase request to City Council for approval during the September 8, 2026 Regular Council Meeting Consent Agenda.

Attachment(s): Quote prepared by Carolina CAT



SALES AGREEMENT
Carolina CAT, 9000 Statesville Road, Charlotte, NC 28269
Phone (800) 277-1212
THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS ON THE REVERSE

DATE Jul 21, 2026
Quote No 282305

PURCHASER CITY OF MONROE WATER RESOURCES WWTP -CASH SALE		MONROE NC	
STREET ADDRESS 775 TREEWAY DR			
CITY/STATE MONROE, NC		COUNTY UNION	
POSTAL CODE 28110-8136		PHONE NO. 704 287 0843	
EQUIPMENT			
PRODUCT SUPPORT			
INDUSTRY CODE: MISC REPAIR SERVICES ZY(7600)		PRINCIPAL WORK CODE	
		F.O.B. AT: Monroe	
CUSTOMER NUMBER M40924		Sales Tax Exemption # (if applicable) N/A	
CUSTOMER PO NUMBER			
PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval)			
NET PAYMENT ON RECEIPT OF INVOICE ☒		NET ON DELIVERY ☐	
FINANCIAL SERVICES ☐		ISC ☐ LEASE ☐	
CASH WITH ORDER \$0.00		BALANCE TO FINANCE 0.00	
CONTRACT INTEREST RATE 0.00			
PAYMENT PERIOD		NUMBER OF PAYMENTS 0	
OPTIONAL BUY-OUT			
DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED			
MAKE: CATERPILLAR INC. MODEL: 265 YEAR: 2026			
STOCK NUMBER: G26-1360M SERIAL NUMBER: 0KR418093 SMU: 3			
265 05A COMPACT TRACK LOADER		586-0268	
LANE 2 ORDER		0P-9002	
CAB PACKAGE, PRO PLUS		661-5355	
HYDRAULICS, PERFORMANCE, (HP1)		586-0012	
IDLER WHEELS, TRIPLE FLANGE		642-3007	
WORKLIGHTS, LED, FRONT/REAR		579-2310	
COMFORT PKG, ENCLOSED CAB,HVAC		657-2195	
SEAT,AIR SUSPENSION,CLOTH,HEAT		585-9587	
PACKAGE, TECHNOLOGY (T4)		607-8407	
FAN, COOLING, DEMAND		586-0167	
COUPLER, HYDRAULIC, SELF LEVEL		586-0041	
HOSE GUIDE, ATTACHMENT		640-5405	
GUARDING / SEALING PKG, (HD1)		586-0093	
TRACK,RUBBER,450MM(17.7IN)BLCK		596-4432	
RIDE CONTROL, NONE		592-6357	
STARTING PACKAGE, STANDARD		652-2073	
FUEL, MANUAL PRIMING		607-0943	
REAR LIGHTS		579-2312	
AIR CONDITIONING, R134A REF		661-1438	
DOOR, CAB, POLYCARBONATE		593-7244	
INTEGRATED RADIO		651-8586	
SEAT BELT, 2"		613-1924	
PRODUCT LINK, CELLULAR PLE643		579-2324	
CERTIFICATION ARR, P65		643-7208	
INSTRUCTIONS, ANSI, USA		585-9582	
SERIALIZED TECHNICAL MEDIA KIT		421-8926	
TRADE-IN EQUIPMENT			
MODEL: YEAR: SN:		SELL PRICE \$99,500.00	
PAYOUT TO: AMOUNT: PAID BY:		EXT WARRANTY Included	
MODEL: YEAR: SN:		PREVENTIVE MAINTENANCE Included	
PAYOUT TO: AMOUNT: PAID BY:		NET BALANCE DUE \$99,500.00	
MODEL: YEAR: SN:		SUBTOTAL \$99,500.00	
PAYOUT TO: AMOUNT: PAID BY:		TOTAL (APPLICABLE TAXES MAY APPLY) \$99,500.00	
MODEL: YEAR: SN:			
PAYOUT TO: AMOUNT: PAID BY:			
ALL TRADES-INS ARE SUBJECT TO EQUIPMENT BEING IN "AS INSPECTED CONDITION" BY VENDOR AT TIME OF DELIVERY OF REPLACEMENT MACHINE PURCHASE ABOVE.			
PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO THE VENDOR AND WARRANTS IT TO BE FREE AND CLEAR OF ALL CLAIMS, LIENS, MORTGAGES AND SECURITY INTEREST EXCEPT AS SHOWN ABOVE.			
☒ CATERPILLAR EQUIPMENT WARRANTY		☐ USED EQUIPMENT WARRANTY	
INITIAL		INITIAL	
The customer acknowledges that he has received a copy of the CAROLINA CAT Inc./Caterpillar Warranty and has read and understood said warranty. Scheduled oil sampling (S.O.S.) is mandatory with this warranty. The customer is responsible for taking oil samples at designated intervals from all power train components and failure to do so may result in voiding the warranty.			
Warranty applicable including expiration date where necessary:			
24 month / 2000 hour Standard Machine Warranty			
265-60 M0/2500 HR POWERTRAIN + HYDRAULICS + TECH			
CSA: 500 Hr Svc Intervals - Shop Labor and Oil Included - 1,000 Hr Package			
NOTES: Priced using Sourcewell Contract 020223-CAT. 21% off Machine List Price. City of Monroe Member # - 32642			

ORDER RECEIVED BY Carolina Tractor & Equipment Crocker, John	APPROVED AND ACCEPTED ON CITY OF MONROE WATER RESOURCES WWTP -CASH SALE	PURCHASER
BY		PURCHASER
		SIGNATURE



Carolina Cat
9000 Statesville Rd.
Charlotte, NC 28269
Carolinacat.com

Delivery Service Record

Machine Information:

Dealer Code	Machine Model	Machine Serial No. *	Machine Hours *	Delivery Date *
D090	265			

*To be completed by Carolina Cat Representative

Customer Information:

Customer Name	CITY OF MONROE WATER RESOURCES WWTP -CASH SALE
Full Mailing Address	775 TREEWAY DR MONROE, NC 28110-8136

A pre-delivery inspection service (PDI) will be completed on the machine serial number listed above, which includes:

- 1. Ensure all pending Safety Product Improvement Programs (PIP) are completed
- 2. Ensure sure all necessary forms and literature are available
- 3. All decals are installed
- 4. All attachments are installed/available
- 5. Install shipping service lock pins in fire suppression system (if equipped) when transporting machine

Customer Signature _____

TERMS AND CONDITIONS

- 1. Binding Agreement.** By executing this Sales Agreement (the "Agreement"), Purchaser agrees to purchase from CAROLINA CAT the equipment and attachments described on the face hereof (collectively referred to herein as the "Equipment") pursuant to the terms and conditions specified in this Agreement. Please read the Cat® Embedded Software License Agreement ("Cat EULA") carefully, available at: <https://www.caterpillar.com/onboard-eula>. The Cat EULA governs your access to and use of software installed, embedded or otherwise resident on Cat® products, and all related documentation and provided data (see the Cat EULA for comprehensive definitions).
- 2. Purchase of Equipment.** CAROLINA CAT will have no obligation to fulfill timely orders for Equipment which are out-of-stock or otherwise unavailable, but CAROLINA CAT will promptly notify you of such unavailability or delay as soon as it becomes aware of it. Any terms and conditions contained in Purchaser's documents that are different or in addition to the terms and conditions herein, including but not limited to letters, purchase orders or sales acknowledgements, are hereby rejected by CAROLINA CAT, are not a part of this Agreement, and shall be of no effect or binding upon CAROLINA CAT unless specifically agreed to in writing by an authorized officer of CAROLINA CAT. Failure by CAROLINA CAT specifically to object to provisions contained in such documents shall not in any way be deemed an alteration to or waiver of these terms and conditions.
- 3. Price and Other Expenses.** All prices set forth on the face of this Agreement, are the purchase prices of the Equipment. Purchaser shall be responsible for all expenses relating to the Equipment purchased including but not limited to (a) any federal, state, local, foreign or provincial taxes or tariffs, now or hereafter enacted, applicable to the Equipment, as further set forth in Section 7, below; (b) standard shipping or other special transportation costs to the point of delivery specified by Purchaser; (c) all charges in the event payment from Purchaser is delinquent, including, without limitation, all costs and expenses, including attorneys fees, of collecting any amount not paid when due hereunder; and (d) all other expenses, not included in the sale and delivery contemplated above, of whatever kind or nature, relating to special insurance requirements, the purchase, shipment, transportation or delivery of Equipment.
- 4. Equipment Delivery.** Unless otherwise agreed, all shipments will be made by third-party carriers chosen by CAROLINA CAT or its designees, at costs, tariffs and other charges, and in accordance with terms and conditions established, by CAROLINA CAT and its designees from time to time.
- 5. Risk of Loss.** The risk of loss associated with any Equipment and title passes to Purchaser upon delivery of the goods to the shipping point, FOB, subject to the reservation of a security interest to CAROLINA CAT in Section 6 of this Agreement. CAROLINA CAT shall have no liability of any kind or nature, whether for consequential or other damages for any reason whatsoever, relating to shipment of Equipment purchased by Purchaser, including but not limited to damage to the Equipment, taxes, duties, loss, theft or any illness or personal injury to any person or property under any environmental, health or safety law. Purchaser acknowledges that there may be a delay between the time the Equipment is delivered to the shipping point and Purchaser receiving an invoice and/or full completion of the title transfer paperwork and that the transfer of risk of loss stated in the paragraph occurs as stated regardless of the full completion of the title transfer paperwork.
- 6. Payment and Credit.** Purchaser shall pay for all Equipment in accordance with payment terms set forth on the face of this Agreement. Purchaser's right to purchase any Equipment is conditioned upon approval of Purchaser's credit and may be withdrawn or amended at any time by CAROLINA CAT in its sole discretion. A late payment charge of one and one-half (1.5%) percent per month shall be added to all invoices which are delinquent, subject to federal, state and local laws, calculated from the original due date of the invoice until payment in full. In the event Purchaser is delinquent, Purchaser shall pay all costs of collection, including but not limited to reasonable attorneys' fees. Should Purchaser become delinquent in the payment of any sum due under this Agreement, all contractual or other obligations of CAROLINA CAT to Purchaser shall terminate without further notice to Purchaser. CAROLINA CAT retains, and Purchaser hereby grants CAROLINA CAT, a purchase money security interest in the Equipment, including all accessions to and replacements of them, to secure the payment of the purchase price of the Equipment, until Purchaser has made payment in full in accordance with the terms hereof, and Purchaser shall cooperate fully with CAROLINA CAT in executing such documents, including a Uniform Commercial Code financing statement, and accomplishing such filings and/or recordings thereof as CAROLINA CAT deems necessary for the perfection, protection and enforcement of such security interest. Purchaser hereby appoints CAROLINA CAT or CAROLINA CAT's agent or designee as Purchaser's attorney-in-fact with power to execute all such financing statements pursuant hereto in the name and stead of Purchaser.
- 7. Taxes and Other Charges.** Purchaser is responsible for the payment of all federal, state, local, foreign, or provincial taxes (now or hereafter enacted), fees, or charges which may be assessed or levied now or hereafter on or on account of materials sold hereunder to Purchaser. Published prices do not include such taxes, which may be added by CAROLINA CAT to the invoice where CAROLINA CAT has a legal obligation to collect them. When Purchaser claims that this transaction is not subject to any such tax, or that Purchaser is exempt, or that CAROLINA CAT is not required to collect such tax, Purchaser agrees to provide CAROLINA CAT with any documentation necessary to support such a claim and to allow CAROLINA CAT to document its decision not to collect tax(es).
- 8. Acceptance; Non-Conforming Equipment; Sole Remedy.** Purchaser agrees to accept all Equipment upon delivery to Purchaser where the Equipment is in material conformity with CAROLINA CAT's or the applicable manufacturer's published description or specifications of such Equipment. In any event, Equipment shall be deemed automatically, irrevocably and conclusively accepted without defects when Purchaser has had possession of the Equipment for five (5) days and has failed to notify CAROLINA CAT that the Equipment has been rejected and the reasons for such rejection. Such acceptance shall occur regardless of the full completion of any title transfer paperwork. Purchaser's sole remedy hereunder for CAROLINA CAT's failure to deliver Equipment in material conformity with applicable published description or specifications of such Equipment shall be, at CAROLINA CAT's option, the replacement of such non-conforming Equipment with conforming Equipment, or refund of the applicable purchase price paid therefor.
- 9. Purchaser Representations and Covenants.** Purchaser shall be solely responsible for the use and disposition of the Equipment, including, without limitation, the obtaining of all permits, licenses or certificates required for the use thereof. Purchaser agrees to use the Equipment only in accordance with all laws, rules and regulations applicable thereto.
- 10. Indemnification.** Purchaser shall indemnify, defend and hold CAROLINA CAT harmless from any and all liabilities, claims, demands, causes of action, or suits of whatever nature including, but not limited to, attorneys' fees and litigation expenses, arising from any: (a) breach by Purchaser of any representation or covenant made by Purchaser under this Agreement; (b) breach by Purchaser of any provision of this Agreement; (c) failure of Purchaser to comply with applicable environmental, health and safety laws; and (d) any use by Purchaser or third parties of the Equipment sold to Purchaser. Notwithstanding the foregoing, Purchaser shall not be liable to CAROLINA CAT for any portion of such liabilities that result from CAROLINA CAT's gross negligence or willful misconduct.
- 11. Equipment Warranties.** Some Equipment may come with limited warranties. Purchaser may obtain a copy of the applicable equipment warranty by contacting CAROLINA CAT. EXCEPT FOR THE AFOREMENTIONED LIMITED WARRANTIES OF VARIOUS EQUIPMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CAROLINA CAT DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING (WITHOUT LIMITATION) ANY IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE EQUIPMENT.
- 12. Limitations on Liability.** IN NO EVENT SHALL CAROLINA CAT BE LIABLE FOR LOSS OF PROFITS, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR OBLIGATIONS UNDER THIS AGREEMENT, AND IN NO EVENT SHALL THE LIABILITY OF CAROLINA CAT EXCEED THE UNIT PRICE OF THE DEFECTIVE EQUIPMENT. ANY ACTION BY PURCHASER UNDER OR RELATING TO THIS AGREEMENT SHALL COMMENCE WITHIN TWELVE (12) MONTHS AFTER SUCH CAUSE OF ACTION ACCRUED. CAROLINA CAT'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN AND OTHER PROVISIONS OF THIS AGREEMENT.
- 13. Force Majeure.** CAROLINA CAT shall not be responsible for any failure to perform the contract formed hereunder due to causes beyond its control, including, but not limited to, acts of God, labor disputes or shortages, acts or omissions of buyer, government or judicial authorities, or military authorities, delays in transportation, or inability to obtain necessary materials or supplies, all whether foreseen or unforeseen.
- 14. Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to the choice of law provisions thereof. Any dispute or claim relating to or arising out of or in connection with this Agreement shall be finally settled by binding arbitration in Charlotte, North Carolina using the then current rules and procedures of the American Arbitration Association. Notwithstanding the foregoing, nothing herein shall preclude either party from seeking injunctive relief in any state or federal court of competent jurisdiction in North Carolina without first complying with the arbitration provisions of this Section, and each party hereby consents to the exclusive jurisdiction of state and federal courts in North Carolina for such purpose.
- 15. Complete Agreement; Severability; Non-Waiver; No Third Party Beneficiaries.** This Agreement constitutes the entire understanding between Purchaser and CAROLINA CAT with respect to the purchase of Equipment, superseding all prior written and oral communications and understandings. If any provisions or portion of this Agreement is not given legal effect by a court of competent jurisdiction, such provisions or portions shall drop out of this Agreement and the remaining provisions and portions of this Agreement shall be construed and enforced. This Agreement shall not be interpreted or construed to confer any rights or remedies upon any third parties. CAROLINA CAT's failure to exercise any of its rights for any period shall not constitute or be deemed a waiver or forfeiture of such rights.
- 16. Surcharges.** In the event of an Original Equipment Manufacturer (OEM) price increase, Carolina Cat reserves the right to revise pricing or apply a Surcharge in direct correlation to the price increase received from the OEM.

PURCHASE INITIAL HERE _____



DIGITAL AUTHORIZATION

CATERPILLAR TELEMATICS DATA AND CAT REMOTE SERVICES-SOFTWARE UPDATES PROCESS FOR SELECT PRODUCT LINK TELEMATICS AND CAT EQUIPMENT CONTROL MODULE SOFTWARE.

Customer equipment has installed devices that transmit data to Caterpillar Inc. ("Caterpillar").

Data transmitted to Caterpillar is used in accordance with Caterpillar's [Data Governance Statement](https://www.caterpillar.com/en/legal-notices/data-governance-statement.html) ("DGS"), which describes Caterpillar's practices for collecting, sharing and using data and information related to customer's machines, products, Devices or other Assets and their associated worksites. The DGS can be reviewed at <https://www.caterpillar.com/en/legal-notices/data-governance-statement.html>

Caterpillar's process for performing remote diagnostics and making available remote software and firmware updates and upgrades, such as configuration, patches, bug fixes, new or enhanced features, etc., for Assets and Devices is described in the [Cat® Remote Services – Software Update Process for select Product Link™ Telematics and Cat Equipment Control Module Software](https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215) document (the "RSP Document") The RSP Document can be reviewed at https://www.cat.com/remoteservicesprocess?_ga=2.245276421.1412167159.1561985855-475983137.1559312215.

Company acknowledges and agrees to data transmission to Caterpillar via devices installed on Company equipment or by other means as outlined and described in the DGS, and grants to Caterpillar the right to collect, use, and share such information, including to its Distribution Networks or other affiliates, in accordance with the [Caterpillar Data Governance Statement](#) . Company's authorization also applies to any data and information previously collected by Caterpillar.

AGREE ☐

DECLINE ☐

Company acknowledges and agrees to participate in Remote Services (including, remote diagnostics and remote updates and upgrades) and authorizes Caterpillar to remotely access, program, and install updates and upgrades for Company's Assets and Devices in accordance with the [Remote Services Process Document](#).

AGREE ☐

DECLINE ☐

The rights granted in this authorization survive the termination or expiration of the Company's subscriptions to any Digital Offerings. Except as set out in a written agreement between Company and Caterpillar expressly referencing the Data Governance Statement, this authorization supercedes and replaces any other authorizations with regard to the subject matter hereof.

Company

Company (Print)

Company Representative (Print)

Signature

Date

FOR DEALER USE ONLY

Company UCID

Company Representative CWS ID

Main Store Dealer Code

Dealer Representative Name

Dealer Representative CWS ID



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Lisa Strickland, Finance Director

PREPARED BY: Dawn Whitesides, Customer Service Supervisor

SUBJECT: Customer Service Policy Revisions

SUMMARY STATEMENT

The Public Enterprise Committee is requested to consider recommended policy revisions and updates to the Customer Service Policy.

REVIEW

The purpose of the Customer Service Policy is to inform our customers of the manner in which the City will provide utilities service to them, and to outline our responsibilities in providing these services. This Policy is not meant to be all-inclusive, but is intended to offer direction and guidance to the City and its customers. The Policy also outlines the responsibilities and duties of the customer, recognizing the need to treat all customers in a fair and indiscriminate manner.

Policy revisions:

- Definitions were added regarding credit history and electronic delivery. Credit History classification wording changed from “good” and “not good” to “satisfactory” and “unsatisfactory”.
- Identification Requirements were revised. We currently require two forms of identification and request approval to require one form of identification which would need to be an unexpired, government issued photo id.

- Credit history guidelines were updated to treat all customers the same regardless of how long they have been a customer.
- Sections removed giving special treatment to prospective teachers new to the area and to military applicants.
- Electric and Gas safety inspection guidelines were added.
- Update to the Meter Tampering section to reflect current terminology and fees associated.
- Modify bank draft date and due dates to match on regular bill cycles.

Updates to reflect current practices:

- Application guidelines updated to include applications by Listing Agents or Property Managers.
- Clarification of application fees being added per account.
- Deposit refund, balance transfer and credit balance refund guidelines were added or clarified.
- Automatic Reinstate Program guidelines were added.
- Deposit and payment arrangement guidelines added.
- Redundant deposit requirement section was removed.
- Wording removed classifying the type of “dwelling”.
- Details regarding rate selection for commercial and industrial customers, metering, meter reading and current billing procedures were updated.
- Updates to payment extensions and details regarding payment arrangements.
- Section added regarding current practices for closing of accounts in non-payment situations and use of the NC Debt Setoff Program.
- Budget bill account handling details added.
- Payment options updated.
- Clarification regarding weather guidelines and non-payment disconnections added.
- Information regarding Medical List customers added.
- Clarification regarding improper use of City utilities.
- Updated guidelines for payment requirements prior to reconnection, added wording regarding reconnection of service when payments are received after 4 p.m.
- Updated the Review process when a customer disputes a bill.

RECOMMENDATION

Staff recommends approval of the revised Customer Service Policy. If the Public Enterprise Committee is in agreement, the item will be placed on the consent agenda for consideration by City Council at the next meeting on September 8, 2026.

Attachments: Customer Service Policy – Redline Version
Revised Customer Service Policy

	Policy: Customer Service Policy	Effective Date: June 15, 1999
	Policy Number: FA-02	Revision Effective Date: September 21, 1999; June 5, 2001;
		June 19, 2001; September 18, 2001; March 5, 2002; June 4, 2002; November 5, 2002, September 16, 2003; July 19, 2005; August 16, 2005, January 3, 2006, August 21, 2007, November 6, 2007, June 3, 2008, August 19, 2008, December 1, 2009, July 20, 2010, September 21, 2011, October 20, 2015, January 13, 2026, <u>February 10, 2026, September 8, 2026</u>
		Page 1 of 21
	Robert Burns, Mayor	<u>Finance and Administration</u> Responsible Party

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CUSTOMER SERVICE POLICY

City of Monroe Service Strategy

The goal of the City of Monroe is to provide reliable, responsive, quality services to the Community at the lowest reasonable costs to be accomplished through courteous, personal service to meet customers' unique needs while making Monroe a better place to work and live.

Customer Service Department Service Strategy

The goal of the City of Monroe Customer Service Department is to provide quality customer service by administering friendly, flexible service as well as mastering problem solving skills that will give the customer a positive, memorable experience.

SECTION 1. PURPOSE OF CUSTOMER SERVICE POLICY

The purpose of this Customer Service Policy ("Policy") is to inform our customers of the manner in which the City will provide utilities service to them, and to outline our responsibilities in providing these services. This Policy is not meant to be all-inclusive, but is intended to offer direction and guidance to the City and its customers. The Policy also outlines the responsibilities and duties of the customer, recognizing the need to treat all customers in a fair and indiscriminate manner.

The Policy is not meant as a substitute for personal initiative on the part of City employees. It is to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

This Policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the City Council.

Specific policies and procedures related to each utility and its operation are contained in the respective Utility's Service Policy. Copies of each Utility's Service Policy are available at Customer Service and at the City's Utilities Operations Center.

SECTION 2. RESPONSIBILITIES OF CITY AND CUSTOMER

1. Responsibilities of City:
 - A. To treat each customer fairly and equally.
 - B. To review the needs of each customer and provide service that best suits the customer's needs.

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- C. To respond to customer complaints and concerns promptly and courteously.
 - D. To provide information on a customer's account when requested by the customer.
 - E. To be respectful of the customer's property.
2. Responsibilities of Customer:
- A. To be responsible in paying their account in a prompt manner each month.
 - B. To provide information requested for provision of service by the City.
 - C. To be respectful and cooperative in dealing with City personnel.
 - D. To safeguard City property that is installed on the customer's property to provide for delivery and metering of service.
 - E. To bring inaccuracies or errors in billing to the City's immediate attention.
 - F. To notify the City of any extenuating circumstances pertaining to the customer's account.

These responsibilities are not intended to be all-inclusive, but are expressed as general guidelines to be followed in the relationship between the City and its customers.

SECTION 3. DEFINITIONS

Applicant. Any person, group of persons, association, partnership, firm or corporation requesting from the City electricity, natural gas, water, solid waste disposal, or waste water services.

City. The City of Monroe, North Carolina.

Credit History. Any customer who has had at least one year's billing history with the City of Monroe.

Credit History Classification. A customer's credit history shall be classified as ~~"good"~~"satisfactory" if the customer only has one credit offense of either a cutoff for non-payment or a returned payment in the past twelve months. A customer's credit history shall be classified as ~~"not good"~~"unsatisfactory" if the customer has two or more credit offenses of cutoff for non-payment or a returned payment in the past twelve months.

Customer. Any person, group of persons, association, partnership, firm or corporation provided utilities services by the City.

Delivery Point. The point where the City's lines for supplying utilities are connected to the customer's lines for receiving utilities, unless otherwise specified in the agreement with the customer for the purchase of utilities.

Deteriorates. To pass from a high to a lower condition; worsen, depreciate.

Electronic Delivery. The transmission of documents and data by email instead of traditional paper mail.

Lines. The City's conduits (i.e. wire, pipe, etc.) for supplying and/or the customer's conduits (i.e. wire, pipe, etc.) for receiving utilities.

Owner. The person, persons, association, partnership, firm, corporation, or other legal entity having legal title to the premises to be served.

Tenant. The person, persons, association, partnership, firm, corporation, or other legal entity lawfully occupying the premises to be served.

Utilities. One or more of the following services: electricity, natural gas, water, solid waste disposal, or wastewater.

SECTION 4. APPLICATION FOR UTILITY SERVICES

Only the Owner(s), ~~or~~ Tenant(s), ~~or~~ Listing Agent(s) or Property Manager(s) can apply for utility service with the City. The City requires proof that the applicant is the owner, tenant, Listing Agent or Property Manager ~~or tenant~~ of the premises to be served. The following procedures apply with regard to application for utilities services:

1. A residential applicant requesting utility services with the City must make application to the City for desired services and provide one two forms of photo identification. The following types of non-expired, picture identification will be accepted as a primary form of identification: any official State or government issued driver's license or identification card, alien registration identification card, government passport, permanent resident card,. ~~Secondary forms of identification could be any of the forms of identification listed above or a social security card, employer or taxpayer identification number, a Medicaid or Medicare card, a paycheck stub, an insurance card, a birth certificate, vehicle registration card, veteran's identification card or an employee identification badge.~~ However, for customers that refuse to allow us to make a copy of their ~~two forms of~~ identification, an office visit is required and the ~~two forms of photo~~ identification will need are to be shown at the time of the application.
2. A commercial applicant requesting utility services with the City must make application to the City for desired services and provide two forms of identification as specified above. Or a person other than an individual (such as a corporation, partnership, or trust) must show documents showing the existence of the entity, such as certified articles of incorporation,

a government-issued business license, a partnership agreement, a trust instrument, a certificate of incumbency or a written statement on company letterhead authorizing the applicant to conduct business on behalf of the company.

3. Application for existing services (connects and/or disconnects) will be completed within 72 hours. Please reference Schedule of Fees and Charges for appropriate charges.
4. The customer shall pay an application fee as set forth in Schedule of Fees and Charges. This charge is to be collected ~~per account whether there is one or multiple services established at such address. Only one application fee per location shall be charged,~~ and the fee may be added to the customer's first utility bill.
5. ~~On previous accounts receivable, the City will search its records to determine if a previous account existed for new applicants. If an account did previously exist, and it contains a balance due the City, the balance must be settled in full prior to establishing a new account, or arrangements made to settle an old account. The City will review its records to determine whether a new applicant has had a previous account. If a prior account is found with an outstanding balance owed to the City, the balance must be paid in full before a new account can be established, or acceptable payment arrangements must be made to resolve the outstanding debt.~~
6. ~~All Any~~ unpaid ~~account~~ balances on ~~an~~ inactive accounts will be transferred to the customer's active account. ~~an active account~~ The customer will be notified of the transferred balance by mail. The outstanding balance must be paid in full within thirty (30) days to avoid interruption of ~~and should be paid in full by the next cutoff date to avoid interruption in~~ utility services at the active service location.
- 6.—~~When an active account has a credit balance due to an overpayment or a deposit refund, the customer can request a credit balance refund check be issued to them.~~
7. Pursuant to North Carolina General Statute §160A-32(a)(6b) we are to notify all electric customers that they may be entitled to choose another electric supplier to provide electric service. Although the notice is provided to all customers, customer choice only applies to certain new customers and not to existing customers.
- 7.8. Property owners and property managers may apply to participate in the City's Automatic Reinstatement Program. This program automatically transfers utility service into the owner's or property manager's name when a tenant requests that service be disconnected. Participants must maintain a satisfactory credit history and pay all final bills by the due date. Failure to meet these requirements may result in removal from the Automatic Reinstatement Program after notice has been provided by the City.

Forms of application (service agreement), contract, schedules, rates and copies of service regulations are available at the City of Monroe Customer Service Building located at 201 E. Windsor Street and will be furnished to the customer on request. The City's mailing address is

Post Office Box 69, Monroe, North Carolina 28111-0069 and the telephone number is (704) 282-4511.

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as may be made and approved by City Council, or otherwise imposed by lawful authority.

SECTION 5. DEPOSITS

A. Commercial/Non-Profit/Industrial Customer Deposits

1. Commercial and industrial customers shall, at the time of application for service, pay a deposit as specified in the Schedule of Fees and Charges.
2. In lieu of cash deposit, commercial and industrial customers may provide the City with an irrevocable bank letter of credit or with a surety bond in the amount of the specified deposit valid for a period of 24 months from date of issuance, issued by an insurance company or bank authorized to do business in North Carolina. The City may require that the letter of credit or surety bond be renewed after the initial 24 months if a customer's credit history is determined to be ~~"not good"~~ "unsatisfactory" as defined in the residential customer deposit section.
3. The deposit may be waived for Commercial/Non-Profit/Industrial customers based on credit worthiness as determined by third party reporting agencies or their payment history from a comparable utility. The fee(s) associated with the determination of credit worthiness shall be paid by the customer in accordance to the Schedule of Fees and Charges.
4. If the owner of the business has had previous service with the City under another business name or comparable consumption level as a residential customer, and has had a ~~"good"~~ "satisfactory" utility payment history, the customer may request a waiver from this requirement. However, if at any time the payment record for the business deteriorates, a security deposit shall be required for continued utility service. ~~(Amended June 19, 2001.)~~
5. If at any time payment record of a commercial/industrial deteriorates to ~~"not good,"~~ "unsatisfactory," a ~~security~~ deposit shall be required according to the ~~City of Monroe Fees~~ Schedule of Fees and Charges. When deposits are added due to deteriorated credit, payment arrangements can be made to split the billed deposit into six payments along with their current bill.
6. Non-profit organizations are considered as commercial customers and require a deposit for service as specified above for commercial customers.

7. The deposit may be refunded after twenty-four (24) consecutive continuous months of satisfactory good payment history. The City reserves the right to ~~hold a retain~~ the deposit beyond for longer than the twenty-four (24) months period if it deems necessary. When an account is closed, any deposit on file will be applied to the final bill. If the application of the deposit results in a credit balance, the remaining amount will be refunded.

B. Deposit and Service Disconnect

1. Any customer whose payment history becomes “unsatisfactory” ~~“not good”~~ as defined above shall pay such deposit as required in the Schedule of Fees and Charges to protect the City from loss of revenue. Within ten days of written notice, any customer who fails to make required deposits or provide surety bonds when specified shall be subject to disconnection of service.
2. Any present customer without a deposit on file, or whose deposit is less than the deposit required thereunder, and whose service is involuntarily terminated for either non-payment, returned check, ~~meter tampering~~ or other such reason, will be required to pay a deposit or update an existing deposit as specified in the Schedule of Fees and Charges above prior to re-connection of service.

C. ~~Deposit Requirement~~

~~The City may require the customer to make an initial deposit, based on the current Schedule of Fees and Charges, as a guarantee of the payment for utilities used. In some cases, the City will allow customers to provide proof of credit worthiness in place of the required deposit. Proof of customer credit worthiness may also be obtained by the City through information provided to it by third-party credit reporting agencies.~~

D.C. Residential Customer Deposit

1. Residential Customers of the premises to be served may not be required to provide an initial deposit at the time of application for service if their credit history is determined to be classified as “good.” “satisfactory”. However, if the applicant’s payment history on prior utilities is determined to be “not good,” “unsatisfactory”, the initial deposit shall be required.
2. A customer’s credit history shall be classified as “not good” “unsatisfactory” if the customer has two credit offenses of being subject to disconnection for non-payment or having a check returned to the City for insufficient funds or a combination of the two, during the preceding twelve thirteen month period.
3. ~~If a customer has been classified as “good” for the five consecutive years immediately preceding two credit offenses they will not be classified as “not good” until their third credit offense.~~

- 4.3. If at any time the payment record of a Residential Customer deteriorates to ~~“not good,”~~ “unsatisfactory”, a security deposit shall be required according to the City of Monroe Fees Schedule. Payment arrangements for additional deposits of up-to six months may be made when customers are required to pay deposits due to deteriorated credit.
- 5.4. The deposit may be refunded after 24 continuous months of ~~good~~ “satisfactory” payment history. The City reserves the right to hold a deposit for longer than 24 months if it deems necessary.
- 6.5. A deposit will be refunded automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. The remaining deposit amount will be refunded to the customer.
- 7.6. Residential customers ~~moving into rented dwellings, houses, apartments, or manufactured homes~~ shall pay ~~the required an~~ initial deposit at the time of application for utility services, as ~~defined established~~ in the Schedule of Fees and Charges. Customers ~~may request a waiver of the deposit requirement by providing a who can provide a~~ letter of credit reference from their previous utility provider or ~~by demonstrating a satisfactory who have a previous good utility~~ payment history with the City. ~~may request a waiver from this requirement. However, as with owner occupants, if a customer’s payment history subsequently becomes unsatisfactory, the City may require a deposit as a condition of continued utility service. record deteriorates, a security deposit may be required for continued utility service.~~
8. ~~In order to provide an additional incentive to offer prospective teachers recruited to teach in the schools located in the City, Council has waived the initial deposit for eligible, new full-time teachers recruited by Union County Public School for teaching jobs in the public schools within the corporate limits of the City. (Amended April 17, 2007.)~~
9. ~~In an effort to assist our military applicants, Council has waived the initial deposit for active duty military applicants. They are required to provide a copy of their active duty papers and if their credit history deteriorates, a security deposit shall be required according to the City of Monroe Fees Schedule. (Amended August 19, 2008.)~~

SECTION 6. SELECTION OF RATES

1. The City, ~~through consultation with the customer,~~ will select the appropriate rate schedule of those available, under which the customer will be billed for each utility service. Copies of the City’s rate schedules may be obtained from the Customer Service Department, ~~or at the City’s Utilities Operations Center.~~

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2. When the customer notifies the City ~~in writing~~ of changes in the customer's operating conditions or other factors that may affect the selection of the rate schedule, an investigation will be made by the City and the customer will be advised if a change in the rate schedule is appropriate. Any customer who feels he/she is being billed under an inappropriate rate schedule may appeal to the Customer Service ~~Supervisor~~Manager.

SECTION 7. METERING AND METER READING

1. When meters are installed by the City to measure utility services used by its customers, all charges for units consumed, except certain minimum charges, shall be calculated from the readings of such meters.

It is the City's policy to read every utility meter each month. ~~The reading dates are scheduled to fall within the same weekly period each month.~~ The City will strive to maintain a billing cycle of no less than 27 ~~25~~ days nor more than 35 days in the billing period. When a connection of service has been made within nine ~~ten~~ days of reading date, a bill will not be rendered until the following month.

The City reserves the right to estimate usage when extenuating circumstances prevail. However, it is the policy of the City not to estimate an account for two consecutive months, unless unavoidable. Because the metering system is based on "continuous read" meters, estimating consumption for one month will not affect total consumption once the issue has been corrected over a two-month period.

If a customer requests a rereading of the meter, the initial reread is at no charge to the customer. ~~a~~ A meter reread charge will be levied in accordance with Schedule of Fees and Charges for additional reread requests made within sixty days of the initial reread. If it is determined that the initial reading was accurate the fee shall be retained. If it is determined the reading was in error, the fee will be credited to the customer's account.

2. All metering devices installed for the purpose of metering utility service shall be located on the exterior of structures, easily and safely accessible by City personnel, so that they will be accessible for reading and servicing. If metering devices are made inaccessible, the City has the right to disconnection of service, after proper notification by the City.

There are currently a number of meters inside dwellings and businesses. If the meter reader cannot gain entry, the meter is automatically estimated. In case any authorized employee is refused admittance to the premises by the tenant or owner or is hindered by the tenant or owner from making an examination of the meters, the City reserves the right to disconnect utility services until free access is granted to an authorized employee.

When a customer remodels, improves, or makes other alterations to a structure with an external meter, the customer bears all costs associated with the relocation of the meter to an alternative location so as not to render the meter inaccessible for reading and servicing. Large commercial or industrial customers may be exempt from this requirement.

When a dwelling or business with utility metering devices currently installed inside structures becomes vacant, or is altered, repaired, or renovated, the owner shall cause any interior utility meter or meters to be relocated to the exterior in order to continue to receive utility service.

The City may make reasonable exceptions to this meter location policy when it is mutually determined that it would be in the best interests of the City and the customer to do so.

3. The City will test each of the customer's meters for accuracy upon request once per calendar year. These tests will be charged to the customer based on the Schedule of Fees and Charges. Should the meter be found to be more than two percent (2%) fast because of incorrect calibration, the meter testing fee will be refunded as a credit on the next bill following meter test completion. Meters currently in service may be also be randomly tested by the City at any time.

Upon request, a written report of the results of the test will be made to the customer within ten days after the completion of the test.

The City will not require an electric safety inspection prior to the electric service being activated. However if a City employee finds a safety issue with the electric service, repairs and inspection may be required before service can be activated.

The City will only require a gas safety inspection prior to the gas service being activated when the gas has been off or inactive for longer than one year. However, if a City employee finds a safety issue with the gas service, repairs and inspection may be required before service can be activated.

SECTION 8. METER RESET FEE ~~TAMPERING OR UNAUTHORIZED/UNSAFE CONNECTION TO UTILITY SYSTEM~~

If usage is found on an inactive billing account, Staff will investigate and if necessary, the meter will be removed. Any customer whose service has been disconnected because the meter, lines, or other apparatus serving their residence or business has been tampered with in any manner shall pay such deposit as required to protect the City from loss of revenue, in addition to penalties and re-connection fees as defined in the Schedule of Fees and Charges. Customer may also be subject to any civil or criminal penalties as may be imposed by City, State, or Federal regulations.

Tampering with utility meters is expressly prohibited by North Carolina General Statute §14-151.1 and is punishable by fines and/or imprisonment. For purposes of this Policy, load management devices are considered to be the same as meters and will be treated in the same manner.

Any customer or outside party who makes an unauthorized, unsafe or unmetered connection to any City utility system shall be subject to the ~~penalties and~~ fees as defined in the Schedule of Fees and Charges.

SECTION 9. PAYMENT REQUIREMENTS FOR UTILITY SERVICES

1. Adjustments to Prior Billings

If the City has inadvertently overcharged or undercharged for utility service, the City will notify the active customer of the error and a billing adjustment will be made as follows:

- A. Amount will be refunded or billed to the customer for the period of overcharge or undercharge. The amount of the adjustment to be billed shall be limited to a maximum of one year for the residential billing class only.
- B. Usage and demand will be estimated if exact usage cannot be determined.
- C. The reimbursement to the City resulting from underpayments may be paid out no longer than over the same period of time that the underpayment occurred.

2. A. Application of Payment

The City reserves the right to apply any payment or payments made by the customer in whole or in part to any account due the City by the customer in connection with the furnishing of utility services.

B. Cash Payments Not Offered in the Exact Amount

Cash payments offered in an amount greater than the exact amount due may result in rounding up of the amount paid if the proper currency is not available to provide change. The resulting overage collected will be applied to the subsequent bill.

3. Billing Procedures

Electric, water, stormwater and garbage Utility charges shall begin when the utility is activated or installed and the service line is connected to the premises. Sewer Service charges will commence 90 days after the tap is installed (on new construction) or until the time the structure is occupied. Residential gas base charges will begin 30 days after the service line is installed unless the meter is set sooner, or when meter is installed (if service was pre-installed by a developer), if the service line to the premises has not been installed.

Utility bills are sent mailed to each customer once each month, and are due upon receipt. Bills are considered delinquent if not paid by the “current charges past due date” as shown below, and a late service fee is assessed per the Schedule of Fees and Charges.

Example for September bill cycles:

Bill Cycle	Due Date & Bank Draft Date Current Charges Past Due After	Bank Draft Date	Subject to Disconnection Date
September 7	October 3	September 28	October 13
September 14	October 10	October 6	October 20
September 21	October 17	October 13	October 27
September 28	October 24	October 20	November 3

Unless payment is made, service will be subject to disconnection ~~after on~~ the ~~disconnection~~ ~~cutoff~~ date as listed above. When the delinquent date falls on a weekend or holiday, the next working day will be considered as the delinquent date.

The City shall use the United States Postal Service to distribute utility bills ~~as well as electronic delivery~~. Any customer who fails to receive a ~~utility~~ ~~billing~~ is not relieved of payment responsibility and should contact the City to determine the amount of said billing prior to the ~~disconnection delinquent~~ date. If payment is ~~not~~ received ~~by the open past the~~ ~~close~~ of business on the ~~day after the disconnection delinquent~~ date, ~~the account is subject to disconnection and~~ a penalty according to rates established in the Schedule of Fees and Charges ~~may will~~ be applied.

4. Payment Arrangements and Waiver of Penalties

- A. ~~Only Q~~uestions of proper billing, ~~or~~ billed deposits ~~or extremely high water and sewer bills~~ will be considered for payment arrangement. Any customer disputing the correctness of the bill shall have the right to a hearing as stated in Section 15.
- B. Requests for delay or waiver of penalties will not be considered except under the requirements specified in Section 15.

5. Payment Arrangements by Social Service Agencies

The City recognizes that, due to financial hardship or other circumstances, customers may sometimes require the assistance of Social Service agencies to pay their utility bills. The City reserves the right to modify the above payment requirements so that Social Service agencies or other recognized community service agencies may be allowed to assist customers.

6. Payment Extension Agreement

Contact with a City customer service representative prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Payment

options may be available prior to disconnection that will save the customer from additional higher deposit amounts and additional fees.

A. Residential

An extension will be made on utility payments if the customer has made arrangements with the City, ~~and has signed a Payment Extension Agreement and Promissory Note, approved by the Customer Service Representative. All requests must be made by the tenant of record or the owner.~~ No more than three payment extensions will be granted in a 12-month period. ~~These extensions cannot be consecutive.~~ The City has the right to grant more than three extension requests if it determines it would be in the City's interest to do so.

~~Each customer's credit history shall determine the terms of extension that can be granted, based on the customer's 12-month credit history. In no instance will the~~
~~As a general rule, an extension is be greater than~~ ten calendar days from disconnection date, unless in the City's judgment extenuating circumstances apply.

If payment is not made as agreed ~~upon to in the Payment Extension Agreement and Promissory Note,~~ service will be discontinued without further notice, and all payments ~~of past due bills, including any disconnect and reconnect charges,~~ will have to be received by the City before reconnecting service.

B. Commercial/Non-Profit/Industrial

An extension will be made on utility payments if the customer has made arrangements with the City, ~~and has signed a Payment Extension Agreement and Promissory Note approved by the Customer Service Manager. All requests must be made by an authorized representative of the company.~~ No more than three payment extensions will be granted in a 12-month period. The City has the right to grant more than three extensions requests if it determines it would be in the City's interest to do so.

~~Each customer's credit history shall determine the terms of the extension that can be granted, based on the customer's 12-month credit history.~~

If payment is not made as agreed ~~upon to in the Payment Extension Agreement and Promissory Note,~~ service will be discontinued without further notice, and all payments, ~~of past due bills including any disconnect and reconnect charges,~~ will have to be received by the City before reconnecting service.

7. ~~Place of Payment~~

~~Bills are payable at the City Collections Office or to any agent or agency authorized by the City. When service has been discontinued due to nonpayment, payment must be made at the City Collections Office. Payments shall be made without regard to any offset.~~

7. Closing of Accounts

In non-payment situations, one utility service is initially interrupted and if no payment is received to restore the service, the account will be closed, any deposit on file will be applied toward the balance owed and a final bill will be sent after a minimum of ten calendar days has passed. When an account has a credit balance after the final bill, a refund will be issued.

The City uses the NC Debt Setoff Program for collection of unpaid utility bills.

SECTION 10. CREDIT HISTORY

1. The City will maintain a credit record on all customers based on historical payment of utility bills.
2. The cut-off list will be prepared by the City for each billing cycle from customers who fail to pay utility accounts by the ~~subject to~~ disconnection date.
3. The City will furnish information regarding a customer's credit history only upon the written request of the customer.

SECTION 11. RETURNED CHECKS

1. When a customer's check is returned by the bank on which it is drawn because the bank will not honor it, for any reason, the customer will be notified that the check was not honored and that service will be terminated on a specified date unless the check is made good. A returned check can be made good by presenting cash, money order or certified funds. The returned check will not be re-deposited nor will another check be accepted for the returned check.
2. When a customer has a check returned, a service charge will apply in addition to any other charges and fees (*See Schedule of Fees and Charges*).
3. The City reserves the right to require a customer to pay utility bills in cash when two or more returned checks are received during the previous ~~twelve~~ thirteen month period.

SECTION 12. ALTERNATIVE FORMS OF PAYMENT

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1. Budget Billing Program

- A. The purpose of Budget Billing is to spread the cost of utility services evenly, on a monthly basis, over an annual period. This program is designed for those customers who wish to ease the impact of seasonal billings and level their monthly payments. Budget Billing does not raise or lower the annual utility billings; it does allow the customer to plan ahead by establishing a fixed-monthly payment amount. *(Adopted September 18, 2001.)*
- B. This program is available only to residential customers with good satisfactory credit payment history and 12 consecutive months of service at the current location. Due to the seasonal nature of utility billings, customers may enter the program in the billing month of May only. Both outstanding and current balances must be paid before the first Budget Billing due date. *(Adopted September 18, 2001.)*
- C. The City will monitor each account and reserves the right to adjust the Budget Billing amount, should actual billings differ substantially from estimated billings. *(Adopted September 18, 2001.)*
- D. The 12th month of the Budget Billing is settlement billing month. This month's billing will reflect either an additional payment or credit issued to the account to balance all billings for the year to all payments. Should the required payment be more than the Budget Billing payment, the customer must pay the additional amount. Should Budget Billing payments exceed annual billings, the excess (credit) will be refunded to the customer account balance. *(Adopted September 18, 2001.)*
- E. The City reserves the right to adjust the Budget Billing amount to reflect rate increases approved by City Council. *(Adopted September 18, 2001.)*
- F. A customer may discontinue use of the Budget Billing program by written request at any time. Settlement of additional amounts due or credit for the current billing year shall be made on the next utility bill at the time after notification of discontinued use of the program. *(Adopted September 18, 2001.)*
- G. Should a Budget Billing account become delinquent, the entire balance may be declared due and payable, and the account no longer eligible for the program. *(Adopted September 18, 2001.)*

2. Payment Options ~~Credit/Debit Card~~

The Payment Center is in the Customer Service building located at 201 E Windsor Street and is available to receive payments for utility and tax bills. Credit card payments may be accepted when paying online, by phone, or at the counter inside the Payment Center. Electronic check payments may be accepted when paying online or by phone. Parking

~~finances may be paid by cash or check. A customer with the account number or bill copy may utilize the drive-up window when paying by cash or check. There are no credit cards or rolled coins accepted at the window. The City provides a convenient program to allow for a customer's utility bill to be charged to his/her credit/debit card. This relieves the customer from having the possibility of lost or late payments or the cost of an envelope and stamp. At the customer's option, the City will charge his/her credit/debit card for the amount of his/her bill. The customer still receives a copy of the bill for his/her review.~~

~~By allowing the credit/debit card to be charged, a customer does not forego his/her right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the credit/debit card charge is revoked for any reason, the same remedies the City has under Section 11 regarding returned checks shall apply.~~

3. Direct Bank Draft/ACH

The City provides a convenient program to allow for a customer's utility bill to be drafted from his/her checking account. This relieves the customer from having the possibility of lost or late payments and saves a trip to Customer Service or the cost of an envelope and stamp. At the customer's option, the City will draft his/her bank account each month for the amount of his/her bill. The draft will occur 22 days after the billing date. The customer still receives a copy of the bill for his/her review.

~~By allowing the draft, a customer does not forego his/her right to contest a bill or to have a correction for a billing error. The correction would be made in the form of a refund, a credit, or a charge to the account. If the draft is returned due to insufficient funds, the same remedies the City has under Section 11 regarding returned checks shall apply.~~

SECTION 13. DISCONTINUANCE OF SERVICE

1. Circumstances Beyond Customer's Control

If, during the term of agreement for furnishing utilities to a customer, the customer is unable to operate his/her facilities in whole or in part, because of accident, act of God, or fire occurring at the location where utilities are supplied, the charge for units during the period reasonably necessary to correct any such conditions may, in the City's discretion, be reasonably adjusted in accordance with all pertinent facts and conditions.

2. Customer's Rights Prior to Discontinuance of Service

A. It is the policy of the City to discontinue utility service to customers by reason of nonpayment of bill only after proper notice and a meaningful opportunity has been given to be heard on disputed bills.

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- B. If any customer disputes the accuracy of his/her bill, they have a right to a hearing at which they may be represented in person or by any other person of their choosing and may present, orally or in writing, their complaint and contentions.
- C. Any customer desiring a hearing should contact the Customer Service Office located in the Customer Service Building, 201 E. Windsor Street, Monroe, North Carolina. The Customer Service ~~Supervisor~~Manager is authorized to make a final determination of the complaint and has the authority to order that service not be discontinued.

3. Involuntary Discontinuance of Service

- A. The City reserves the right to discontinue furnishing utility services to a customer, at any time without notice, upon the occurrence of any one or more of the following events:
 - 1) Whenever the City has reasonable cause to believe that the customer is receiving utilities without paying for them, or that the City's meters, lines, or other apparatus have in any manner been tampered with.
 - 2) Whenever, in the City's opinion, the condition of the customer's lines, equipment and/or appliances are unsuitable for receiving services, or pose potential safety or health hazards to City property, City personnel, the customer, or to the public.
 - 3) Whenever the City determines that the customer's use of utilities or equipment interferes with or may be detrimental to the City's utilities systems or to the supply of utilities by the City to any other customer, including the violation of any City ordinances regarding the use of any utilities.
 - 4) Whenever the customer has denied an authorized City representative access to the City's meters, lines, or other apparatus installed on the customer's premises.
 - 5) Whenever it is necessary to prevent fraud upon the City.
- B. The City will discontinue the supply of utilities to a customer whenever requested by any public authority having jurisdiction.
- C. The City reserves the right to discontinue the supply of utilities under any of the above conditions irrespective of any claim of a customer pending against the City, or any amounts of money on deposit with the City as required in Section 5.

- D. Whenever the supply of utilities is discontinued in accordance with this policy, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance or reconnection.
- E. As a general rule, the City will not disconnect a customer's utility service for non-payment after 1:00 p.m. on a Friday, on the day before a holiday, or on a weekend or holiday. However, in certain instances in which a service presents a hazardous, life threatening, or otherwise undesirable condition or in instances of meter tampering, the City reserves the right to discontinue utility service at any time (as stipulated earlier in this section).
- F. As a general rule, the City will not disconnect a residential customer's service if the predicted heat index for the day of disconnection is ~~in excess of~~ 100° Fahrenheit or higher, or the predicted wind chill index for the day of disconnection is ~~below~~ 32° Fahrenheit or below. This delay in disconnection for nonpayment will not preclude the City from disconnection at a future date, and does not change a customer's liability for payment of all bills and fees. *(Amended July 20, 2010.)*
- ~~F.G.~~ The City will maintain a list of customers that have life sustaining electric powered medical equipment in their home. A doctor's note is required. Placement on the medical list does not guarantee continuous service or that service will be restored first when there is a power outage, nor does the acceptance of a doctor's form alleviate the customer's responsibility of paying their bill. Customers who depend on electrically powered medical equipment are solely responsible for maintaining an emergency plan in the event of a service interruption. This includes but is not limited to; making arrangements to relocate to a location with available utility services or to an appropriate medical facility, if necessary, until utility services are restored.

4. Voluntary Discontinuance of Service

In order to ~~en~~insure discontinuation of services at a time requested by the customer, notice to the City in advance is required. When a customer desires to discontinue service, notice must be given to the City at least 24 hours in advance on a workday. The customer will be responsible for all services consumed up until the time the services are disconnected by the City.

SECTION 14. RECONNECTION OF UTILITY SERVICES

1. If utility services have been discontinued for any of the reasons covered by Section 13, "Discontinuance of Service," the City shall have two working days to reconnect the customer's service after the conditions causing discontinuance have been corrected.
2. If utilities have been discontinued because of improper use, or if in the City's opinion its meters or lines or other apparatus have been ~~tampered~~ interfered with, altered, or otherwise

compromised with, the City may refuse to reconnect the customer's service until the customer has done the following:

- A. Paid all past due utility charges currently owed. When a payment is received after 4:00 p.m., and the City is unable to reach the customer, it will be assumed that the customer wants the service restored that same day and a reconnection fee per the Schedule of Fees and Charges will be applied to the account.
 - B. Paid to the City an amount estimated by the City to be sufficient to cover the utilities used but not recorded by metering devices and not previously paid for, plus a special reconnection charge (*see Schedule of Fees and Charges*), plus any actual cost for damages to City apparatus.
 - C. Made such changes in lines or equipment as may, in the opinion of the City, be proper for the City's protection.
 - D. Achieved compliance with Ordinances or regulations on utility use when disconnected for violation thereof.
3. If utility service has been discontinued by the City at the request of any public authority having jurisdiction, the customer's service will not be reconnected until authorization to do so has been obtained from the public authority.
 4. When it becomes necessary for the City to discontinue utility service for any reason, service will be reinstated only after payment of all past due utility bills and any deposit that may be required by Section 5. Applicable reconnect charges are summarized in the Schedule of Fees and Charges. Applicable penalties and any reconnection fee in effect at the time of discontinuance of service must also be paid before service will be restored.
 5. In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, causing a complete cessation of the use of service, upon written notice by the customer to the City within 30 days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise, the agreement for service shall immediately terminate.

SECTION 15. REVIEW PROCESS

1. Any customer who believes an error has been made in an account balance or the amount of a bill shall be able to appeal a decision, based on the following order of sequence:

First Review:	To the Customer Service Representative.
Second Review:	To the Customer Service Supervisor.

Final Third Review:	A scheduled appointment with the Director of Finance <u>or General Manager of Energy Services and Water Resources or their designee.</u>
Final Review:	A written request to the City Manager or Director of Finance.

2. The General Manager of Energy Services and Water Resources ~~City Manager~~ or his/her designee may establish payment arrangements or provide a waiver of penalties for cases of billing error resulting from improperly programmed computers, malfunctioning meters, where proper notice was not given, procedures were not followed by City employees, or any other similar errors not caused by the fault of the customer.

SECTION 16. RESPONSIBILITIES WITH REGARD TO PROVISION OF SERVICES

1. The customer shall be responsible at all times for the safekeeping of all City property installed on the customer's premises, and to that end, shall give no one except authorized City employees access to such property.
2. The customer shall be liable for the cost of repairs or damage to the City property on the customer's premises resulting from the negligence or misuse by other than City employees.
3. Utilities are supplied by the City and purchased by the customer upon the express condition that once utilities pass the delivery point they become the property of the customer to be used only as herein provided. The City shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of said utility after it passes the delivery point or for any loss or damage resulting from the presence, character or condition of the lines, or equipment of the customer, or for the inspection or repair thereof.
4. The City agrees to use reasonable diligence in providing for regular and uninterrupted utilities services. The City shall in no case be liable to any customer for any defect in quality, quantity, pressure, interruption or the discontinuance of any of these utility services in the event of any natural disaster, strike, accident, adverse legal proceeding or action, act of God, or other circumstances beyond the control of the City.
5. The customer shall be responsible for the maintenance and repair of the customer's lines and equipment. Should the customer report trouble with the supply of utilities, the City will respond to such call with the purpose only of correcting such trouble as may be in the City's equipment supplying the customer. If the trouble appears to be in the customer's line or appliances, the City's employees may, if requested by the customer, make such inspection of the customer's lines or equipment as the City's employees are prepared to

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make, but any inspection of the customer's lines or equipment by the City's employees is made upon the express condition that the customer assumes the entire and sole risk, liability and responsibility for all acts, omissions and negligence of the City's employees. The City retains all responsibility only with respect to the action of its employees in connection with property owned by the City.

SECTION 17. PRIVACY OF BILLING DATA POLICY

All billing data is the property of the City of Monroe.

1. Commercial Accounts

Billing and account information will not be disclosed to the media, other businesses, agency or individuals without the expressed written consent of the individual business account holder on a form provided authorizing the City to release the information.

2. Residential Accounts

Billing and account information will not be given to the media, business, agency or individual not included on the account without the expressed written permission of the account holder on a form provided authorizing the City to release the information. Current billing information may be released (without any account history) when it is deemed in the best interest of the city and the individual account holder in order to aid the account holder in paying the current bill.

Information may be shared at the discretion of the city with another governmental agency that is included under the limitation of the privacy legislation and any information shared shall be used solely for the benefit of said agency and upon written consent that all information provided shall not be disclosed to any other individual or entity.

	Policy: Customer Service Policy	Effective Date: June 15, 1999
	Policy Number: FA-02	Revision Effective Date: September 21, 1999; June 5, 2001;
		June 19, 2001; September 18, 2001; March 5, 2002; June 4, 2002; November 5, 2002, September 16, 2003; July 19, 2005; August 16, 2005, January 3, 2006, August 21, 2007, November 6, 2007, June 3, 2008, August 19, 2008, December 1, 2009, July 20, 2010, September 21, 2011, October 20, 2015, January 13, 2026, February 10, 2026, September 8, 2026
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	Robert Burns, Mayor	<u>Finance and Administration</u> Responsible Party

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CUSTOMER SERVICE POLICY

City of Monroe Service Strategy

The goal of the City of Monroe is to provide reliable, responsive, quality services to the Community at the lowest reasonable costs to be accomplished through courteous, personal service to meet customers' unique needs while making Monroe a better place to work and live.

Customer Service Department Service Strategy

The goal of the City of Monroe Customer Service Department is to provide quality customer service by administering friendly, flexible service as well as mastering problem solving skills that will give the customer a positive, memorable experience.

SECTION 1. PURPOSE OF CUSTOMER SERVICE POLICY

The purpose of this Customer Service Policy ("Policy") is to inform our customers of the manner in which the City will provide utilities service to them, and to outline our responsibilities in providing these services. This Policy is not meant to be all-inclusive, but is intended to offer direction and guidance to the City and its customers. The Policy also outlines the responsibilities and duties of the customer, recognizing the need to treat all customers in a fair and indiscriminate manner.

The Policy is not meant as a substitute for personal initiative on the part of City employees. It is to serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

This Policy may be revised, amended, supplemented, or otherwise changed from time to time by action of the City Council.

Specific policies and procedures related to each utility and its operation are contained in the respective Utility's Service Policy. Copies of each Utility's Service Policy are available at Customer Service and at the City's Utilities Operations Center.

SECTION 2. RESPONSIBILITIES OF CITY AND CUSTOMER

1. Responsibilities of City:
 - A. To treat each customer fairly and equally.
 - B. To review the needs of each customer and provide service that best suits the customer's needs.

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- C. To respond to customer complaints and concerns promptly and courteously.
 - D. To provide information on a customer's account when requested by the customer.
 - E. To be respectful of the customer's property.
2. Responsibilities of Customer:
- A. To be responsible in paying their account in a prompt manner each month.
 - B. To provide information requested for provision of service by the City.
 - C. To be respectful and cooperative in dealing with City personnel.
 - D. To safeguard City property that is installed on the customer's property to provide for delivery and metering of service.
 - E. To bring inaccuracies or errors in billing to the City's immediate attention.
 - F. To notify the City of any extenuating circumstances pertaining to the customer's account.

These responsibilities are not intended to be all-inclusive, but are expressed as general guidelines to be followed in the relationship between the City and its customers.

SECTION 3. DEFINITIONS

Applicant. Any person, group of persons, association, partnership, firm or corporation requesting from the City electricity, natural gas, water, solid waste disposal, or waste water services.

City. The City of Monroe, North Carolina.

Credit History. Any customer who has had at least one year's billing history with the City of Monroe.

Credit History Classification. A customer's credit history shall be classified as "satisfactory" if the customer only has one credit offense of either a cutoff for non-payment or a returned payment in the past twelve months. A customer's credit history shall be classified as "unsatisfactory" if the customer has two or more credit offenses of cutoff for non-payment or a returned payment in the past twelve months.

Customer. Any person, group of persons, association, partnership, firm or corporation provided utilities services by the City.

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Delivery Point. The point where the City's lines for supplying utilities are connected to the customer's lines for receiving utilities, unless otherwise specified in the agreement with the customer for the purchase of utilities.

Deteriorates. To pass from a high to a lower condition; worsen, depreciate.

Electronic Delivery. The transmission of documents and data by email instead of traditional paper mail.

Lines. The City's conduits (i.e., wire, pipe, etc.) for supplying and/or the customer's conduits (i.e., wire, pipe, etc.) for receiving utilities.

Owner. The person, persons, association, partnership, firm, corporation, or other legal entity having legal title to the premises to be served.

Tenant. The person, persons, association, partnership, firm, corporation, or other legal entity lawfully occupying the premises to be served.

Utilities. One or more of the following services: electricity, natural gas, water, solid waste disposal, or wastewater.

SECTION 4. APPLICATION FOR UTILITY SERVICES

Only the Owner(s), Tenant(s), Listing Agent(s) or Property Manager(s) can apply for utility service with the City. The City requires proof that the applicant is the owner, tenant, Listing Agent or Property Manager of the premises to be served. The following procedures apply with regard to application for utilities services:

1. A residential applicant requesting utility services with the City must make application to the City for desired services and provide one form of photo identification. The following types of non-expired, picture identification will be accepted as a form of identification: any official State or government issued driver's license or identification card, alien registration identification card, government passport, permanent resident card. However, for customers that refuse to allow us to make a copy of their identification, an office visit is required and the photo identification will need to be shown at the time of the application.
2. A commercial applicant requesting utility services with the City must make application to the City for desired services and provide two forms of identification as specified above. Or a person other than an individual (such as a corporation, partnership, or trust) must show documents showing the existence of the entity, such as certified articles of incorporation, a government-issued business license, a partnership agreement, a trust instrument, a certificate of incumbency or a written statement on company letterhead authorizing the applicant to conduct business on behalf of the company.

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3. Application for existing services (connects and/or disconnects) will be completed within 72 hours. Please reference Schedule of Fees and Charges for appropriate charges.
4. The customer shall pay an application fee as set forth in Schedule of Fees and Charges. This charge is to be collected per account and the fee may be added to the customer's first utility bill.
5. The City will review its records to determine whether a new applicant has had a previous account. If a prior account is found with an outstanding balance owed to the City, the balance must be paid in full before a new account can be established, or acceptable payment arrangements must be made to resolve the outstanding debt.
6. Any unpaid balance on an inactive account will be transferred to the customer's active account. The customer will be notified of the transferred balance by mail. The outstanding balance must be paid in full within thirty (30) days to avoid interruption of utility services at the active service location.

When an active account has a credit balance due to an overpayment or a deposit refund, the customer can request a credit balance refund check be issued to them.

7. Pursuant to North Carolina General Statute §160A-32(a)(6b) we are to notify all electric customers that they may be entitled to choose another electric supplier to provide electric service. Although the notice is provided to all customers, customer choice only applies to certain new customers and not to existing customers.
8. Property owners and property managers may apply to participate in the City's Automatic Reinstatement Program. This program automatically transfers utility service into the owner's or property manager's name when a tenant requests that service be disconnected. Participants must maintain a satisfactory credit history and pay all final bills by the due date. Failure to meet these requirements may result in removal from the Automatic Reinstatement Program after notice has been provided by the City.

Forms of application (service agreement), contract, schedules, rates and copies of service regulations are available at the City of Monroe Customer Service Building located at 201 E. Windsor Street and will be furnished to the customer on request. The City's mailing address is Post Office Box 69, Monroe, North Carolina 28111-0069 and the telephone number is (704) 282-4511.

All agreements and contracts for service between the City and its customers, including the rate schedules and these service regulations, are subject to such changes and modifications as may be made and approved by City Council, or otherwise imposed by lawful authority.

SECTION 5. DEPOSITS

- A. Commercial/Non-Profit/Industrial Customer Deposits

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1. Commercial and industrial customers shall, at the time of application for service, pay a deposit as specified in the Schedule of Fees and Charges.
2. In lieu of cash deposit, commercial and industrial customers may provide the City with an irrevocable bank letter of credit or with a surety bond in the amount of the specified deposit valid for a period of 24 months from date of issuance, issued by an insurance company or bank authorized to do business in North Carolina. The City may require that the letter of credit or surety bond be renewed after the initial 24 months if a customer's credit history is determined to be "unsatisfactory" as defined in the residential customer deposit section.
3. The deposit may be waived for Commercial/Non-Profit/Industrial customers based on credit worthiness as determined by third party reporting agencies or their payment history from a comparable utility. The fee(s) associated with the determination of credit worthiness shall be paid by the customer in accordance to the Schedule of Fees and Charges.
4. If the owner of the business has had previous service with the City under another business name or comparable consumption level as a residential customer, and has had a "satisfactory" utility payment history, the customer may request a waiver from this requirement. However, if at any time the payment record for the business deteriorates, a security deposit shall be required for continued utility service.
5. If at any time payment record of a commercial/industrial deteriorates to "unsatisfactory," a deposit shall be required according to the Schedule of Fees and Charges. When deposits are added due to deteriorated credit, payment arrangements can be made to split the billed deposit into six payments along with their current bill.
6. Non-profit organizations are considered as commercial customers and require a deposit for service as specified above for commercial customers.
7. The deposit may be refunded after twenty-four (24) consecutive months of satisfactory payment history. The City reserves the right to retain the deposit beyond the twenty-four (24) month period if deemed necessary. When an account is closed, any deposit on file will be applied to the final bill. If the application of the deposit results in a credit balance, the remaining amount will be refunded.

B. Deposit and Service Disconnect

1. Any customer whose payment history becomes "unsatisfactory" as defined above shall pay such deposit as required in the Schedule of Fees and Charges to protect the City from loss of revenue.
2. Any present customer without a deposit on file, or whose deposit is less than the deposit required thereunder, and whose service is involuntarily terminated for

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either non-payment, returned check or other such reason, will be required to pay a deposit or update an existing deposit as specified in the Schedule of Fees and Charges

C. Residential Customer Deposit

1. Residential Customers of the premises to be served may not be required to provide an initial deposit at the time of application for service if their credit history is determined to be classified as “satisfactory”. However, if the applicant’s payment history on prior utilities is determined to be “unsatisfactory”, the initial deposit shall be required.
2. A customer’s credit history shall be classified as “unsatisfactory” if the customer has two credit offenses of being subject to disconnection for non-payment or having a check returned to the City for insufficient funds or a combination of the two, during the preceding twelve-month period.
3. If at any time the payment record of a Residential Customer deteriorates to “unsatisfactory”, a security deposit shall be required according to the City of Monroe Fees Schedule. Payment arrangements for additional deposits of up-to six months may be made when customers are required to pay deposits due to deteriorated credit.
4. The deposit may be refunded after 24 continuous months of “satisfactory” payment history. The City reserves the right to hold a deposit for longer than 24 months if it deems necessary.
5. A deposit will be refunded automatically when service is voluntarily discontinued. All outstanding amounts on the final bill will be deducted from the deposit amount. The remaining deposit amount will be refunded to the customer.
6. Residential customers shall pay the required initial deposit at the time of application for utility services, as established in the Schedule of Fees and Charges. Customers may request a waiver of the deposit requirement by providing a letter of credit reference from their previous utility provider or by demonstrating a satisfactory payment history with the City. If a customer’s payment history subsequently becomes unsatisfactory, the City may require a deposit as a condition of continued utility service.

SECTION 6. SELECTION OF RATES

1. The City will select the appropriate rate schedule of those available, under which the customer will be billed for each utility service. Copies of the City’s rate schedules may be obtained from the Customer Service Department.

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2. When the customer notifies the City of changes in the customer's operating conditions or other factors that may affect the selection of the rate schedule, an investigation will be made by the City and the customer will be advised if a change in the rate schedule is appropriate. Any customer who feels he/she is being billed under an inappropriate rate schedule may appeal to the Customer Service Supervisor.

SECTION 7. METERING AND METER READING

1. When meters are installed by the City to measure utility services used by its customers, all charges for units consumed, except certain minimum charges, shall be calculated from the readings of such meters.

It is the City's policy to read every utility meter each month. The City will strive to maintain a billing cycle of no less than 27 days nor more than 35 days in the billing period. When a connection of service has been made within nine days of reading date, a bill will not be rendered until the following month.

The City reserves the right to estimate usage when extenuating circumstances prevail. However, it is the policy of the City not to estimate an account for two consecutive months, unless unavoidable. Because the metering system is based on "continuous read" meters, estimating consumption for one month will not affect total consumption once the issue has been corrected

If a customer requests a rereading of the meter, the initial reread is at no charge to the customer. A meter reread charge will be levied in accordance with Schedule of Fees and Charges for additional reread requests made within sixty days of the initial reread. If it is determined that the initial reading was accurate the fee shall be retained. If it is determined the reading was in error, the fee will be credited to the customer's account.

2. All metering devices installed for the purpose of metering utility service shall be located on the exterior of structures, easily and safely accessible by City personnel, so that they will be accessible for reading and servicing. If metering devices are made inaccessible, the City has the right to disconnection of service, after proper notification by the City.

There are currently a number of meters inside dwellings and businesses. If the meter reader cannot gain entry, the meter is automatically estimated. In case any authorized employee is refused admittance to the premises by the tenant or owner or is hindered by the tenant or owner from making an examination of the meters, the City reserves the right to disconnect utility services until free access is granted to an authorized employee.

When a customer remodels, improves, or makes other alterations to a structure with an external meter, the customer bears all costs associated with the relocation of the meter to an alternative location so as not to render the meter inaccessible for reading and servicing. Large commercial or industrial customers may be exempt from this requirement.

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When a dwelling or business with utility metering devices currently installed inside structures becomes vacant, or is altered, repaired, or renovated, the owner shall cause any interior utility meter or meters to be relocated to the exterior in order to continue to receive utility service.

The City may make reasonable exceptions to this meter location policy when it is mutually determined that it would be in the best interests of the City and the customer to do so.

3. The City will test each of the customer's meters for accuracy upon request once per calendar year. These tests will be charged to the customer based on the Schedule of Fees and Charges. Should the meter be found to be more than two percent (2%) fast because of incorrect calibration, the meter testing fee will be refunded as a credit on the next bill following meter test completion. Meters currently in service may be also be randomly tested by the City at any time.

Upon request, a written report of the results of the test will be made to the customer within ten days after the completion of the test.

The City will not require an electric safety inspection prior to the electric service being activated. However, if a City employee finds a safety issue with the electric service, repairs and inspection may be required before service can be activated.

The City will only require a gas safety inspection prior to the gas service being activated when the gas has been off or inactive for longer than one year. However, if a City employee finds a safety issue with the gas service, repairs and inspection may be required before service can be activated.

SECTION 8. METER RESET FEE

If usage is found on an inactive billing account, Staff will investigate and if necessary, the meter will be removed.

Any customer or outside party who makes an unauthorized, unsafe or unmetered connection to any City utility system shall be subject to the fees as defined in the Schedule of Fees and Charges.

SECTION 9. PAYMENT REQUIREMENTS FOR UTILITY SERVICES

1. Adjustments to Prior Billings

If the City has inadvertently overcharged or undercharged for utility service, the City will notify the active customer of the error and a billing adjustment will be made as follows:

- A. Amount will be refunded or billed to the customer for the period of overcharge or undercharge. The amount of the adjustment to be billed shall be limited to a maximum of one year for the residential billing class only.
 - B. Usage and demand will be estimated if exact usage cannot be determined.
 - C. The reimbursement to the City resulting from underpayments may be paid out no longer than over the same period of time that the underpayment occurred.
2. A. Application of Payment

The City reserves the right to apply any payment or payments made by the customer in whole or in part to any account due the City by the customer in connection with the furnishing of utility services.

- B. Cash Payments Not Offered in the Exact Amount

Cash payments offered in an amount greater than the exact amount due may result in rounding up of the amount paid if the proper currency is not available to provide change. The resulting overage collected will be applied to the subsequent bill.

3. Billing Procedures

Electric, water, stormwater and garbage utility charges shall begin when the utility is activated or installed and the service line is connected to the premises. Sewer Service charges will commence 90 days after the tap is installed (on new construction) or until the time the structure is occupied. Residential gas base charges will begin 30 days after the service line is installed unless the meter is set sooner.

Utility bills are sent to each customer once each month. Bills are considered delinquent if not paid by the “due date” as shown below, and a late fee is assessed per the Schedule of Fees and Charges.

Example for September bill cycles:

Bill Cycle	Due Date & Bank Draft Date	Disconnection Date
September 7	October 3	October 13
September 14	October 10	October 20
September 21	October 17	October 27
September 28	October 24	November 3

Unless payment is made, service will be subject to disconnection after the disconnection date as listed above. When the delinquent date falls on a weekend or holiday, the next working day will be considered as the delinquent date.

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4. The City shall use the United States Postal Service to distribute utility bills as well as electronic delivery. Any customer who fails to receive a utility bill is not relieved of payment responsibility and should contact the City to determine the amount of said billing prior to the disconnection date. If payment is not received by the open of business on the day after the disconnection date, the account is subject to disconnection and a penalty according to rates established in the Schedule of Fees and Charges may be applied.

5. Payment Arrangements and Waiver of Penalties

- A. Questions of proper billing, billed deposits or extremely high water and sewer bills will be considered for payment arrangement. Any customer disputing the correctness of the bill shall have the right to a hearing as stated in Section 15.
- B. Requests for delay or waiver of penalties will not be considered except under the requirements specified in Section 15.

6. Payment Arrangements by Social Service Agencies

The City recognizes that, due to financial hardship or other circumstances, customers may sometimes require the assistance of Social Service agencies to pay their utility bills. The City reserves the right to modify the above payment requirements so that Social Service agencies or other recognized community service agencies may be allowed to assist customers.

7. Payment Extension Agreement

Contact with a City customer service representative prior to disconnection is always more favorable than making arrangements after service is involuntarily interrupted. Payment options may be available prior to disconnection that will save the customer from additional higher deposit amounts and additional fees.

- A. Residential

An extension will be made on utility payments if the customer has made arrangements with the City. No more than three payment extensions will be granted in a 12-month period. The City has the right to grant more than three extension requests if it determines it would be in the City's interest to do so.

As a general rule, an extension is ten calendar days from disconnection date, unless in the City's judgment extenuating circumstances apply.

If payment is not made as agreed upon service will be discontinued without further notice, and all payments of past due bills, will have to be received by the City before reconnecting service.

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B. Commercial/Non-Profit/Industrial

An extension will be made on utility payments if the customer has made arrangements with the City. No more than three payment extensions will be granted in a 12-month period. The City has the right to grant more than three extension requests if it determines it would be in the City's interest to do so.

If payment is not made as agreed upon service will be discontinued without further notice, and all payments of past due bills will have to be received by the City before reconnecting service.

8. Closing of Accounts

In non-payment situations, one utility service is initially interrupted and if no payment is received to restore the service, the account will be closed, any deposit on file will be applied toward the balance owed and a final bill will be sent after a minimum of ten calendar days has passed. When an account has a credit balance after the final bill, a refund will be issued.

The City uses the NC Debt Setoff Program for collection of unpaid utility bills.

SECTION 10. CREDIT HISTORY

1. The City will maintain a credit record on all customers based on historical payment of utility bills.
2. The cut-off list will be prepared by the City for each billing cycle from customers who fail to pay utility accounts by the disconnection date.
3. The City will furnish information regarding a customer's credit history only upon the written request of the customer.

SECTION 11. RETURNED CHECKS

1. When a customer's check is returned by the bank on which it is drawn because the bank will not honor it, for any reason, the customer will be notified that the check was not honored and that service will be terminated on a specified date unless the check is made good. A returned check can be made good by presenting cash, money order or certified funds. The returned check will not be re-deposited nor will another check be accepted for the returned check.
2. When a customer has a check returned, a service charge will apply in addition to any other charges and fees (*See Schedule of Fees and Charges*).

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3. The City reserves the right to require a customer to pay utility bills in cash when two or more returned checks are received during the previous twelve-month period.

SECTION 12. ALTERNATIVE FORMS OF PAYMENT

1. Budget Billing Program

- A. The purpose of Budget Billing is to spread the cost of utility services evenly, on a monthly basis, over an annual period. This program is designed for those customers who wish to ease the impact of seasonal billings and level their monthly payments. Budget Billing does not raise or lower the annual utility billings; it does allow the customer to plan ahead by establishing a fixed-monthly payment amount.
- B. This program is available only to residential customers with satisfactory credit payment history and 12 consecutive months of service at the current location. Due to the seasonal nature of utility billings, customers may enter the program in the billing month of May only. Both outstanding and current balances must be paid before the first Budget Billing due date.
- C. The City will monitor each account and reserves the right to adjust the Budget Billing amount, should actual billings differ substantially from estimated billings.
- D. The 12th month of the Budget Billing is settlement billing month. This month's billing will reflect either an additional payment or credit issued to the account to balance all billings for the year to all payments. Should the required payment be more than the Budget Billing payment, the customer must pay the additional amount. Should Budget Billing payments exceed annual billings, the excess (credit) will be refunded to the customer account balance.
- E. The City reserves the right to adjust the Budget Billing amount to reflect rate increases approved by City Council.
- F. A customer may discontinue use of the Budget Billing program at any time. Settlement of additional amounts due or credit for the current billing year shall be made on the next utility bill. after notification of discontinue use of the program.
- G. Should a Budget Billing account become delinquent, the entire balance may be declared due and payable, and the account no longer eligible for the program.

2. Payment Options

The Payment Center is in the Customer Service building located at 201 E Windsor Street and is available to receive payments for utility and tax bills. Credit card payments may be accepted when paying online, by phone, or at the counter inside the Payment Center. Electronic check payments may be accepted when paying online or by phone. Parking fines may be paid by cash or check. A

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customer with the account number or bill copy may utilize the drive-up window when paying by cash or check. There are no credit cards or rolled coins accepted at the window.

3. Bank Draft/ACH

The City provides a convenient program to allow for a customer's utility bill to be drafted from his/her checking account. This relieves the customer from having the possibility of lost or late payments and saves a trip to Customer Service or the cost of an envelope and stamp. At the customer's option, the City will draft his/her bank account each month for the amount of his/her bill. The draft will occur 22 days after the billing date. The customer still receives a copy of the bill for his/her review.

SECTION 13. DISCONTINUANCE OF SERVICE

1. Circumstances Beyond Customer's Control

If, during the term of agreement for furnishing utilities to a customer, the customer is unable to operate his/her facilities in whole or in part, because of accident, act of God, or fire occurring at the location where utilities are supplied, the charge for units during the period reasonably necessary to correct any such conditions may, in the City's discretion, be reasonably adjusted in accordance with all pertinent facts and conditions.

2. Customer's Rights Prior to Discontinuance of Service

- A. It is the policy of the City to discontinue utility service to customers by reason of nonpayment of bill only after proper notice and a meaningful opportunity has been given to be heard on disputed bills.
- B. If any customer disputes the accuracy of his/her bill, they have a right to a hearing at which they may be represented in person or by any other person of their choosing and may present, orally or in writing, their complaint and contentions.
- C. Any customer desiring a hearing should contact the Customer Service Office located in the Customer Service Building, 201 E. Windsor Street, Monroe, North Carolina. The Customer Service Supervisor is authorized to make a final determination of the complaint and has the authority to order that service not be discontinued.

3. Involuntary Discontinuance of Service

- A. The City reserves the right to discontinue furnishing utility services to a customer, at any time without notice, upon the occurrence of any one or more of the following events:

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- 1) Whenever the City has reasonable cause to believe that the customer is receiving utilities without paying for them, or that the City's meters, lines, or other apparatus have in any manner been tampered with.
 - 2) Whenever, in the City's opinion, the condition of the customer's lines, equipment and/or appliances are unsuitable for receiving services, or pose potential safety or health hazards to City property, City personnel, the customer, or to the public.
 - 3) Whenever the City determines that the customer's use of utilities or equipment interferes with or may be detrimental to the City's utilities systems or to the supply of utilities by the City to any other customer, including the violation of any City ordinances regarding the use of any utilities.
 - 4) Whenever the customer has denied an authorized City representative access to the City's meters, lines, or other apparatus installed on the customer's premises.
 - 5) Whenever it is necessary to prevent fraud upon the City.
- B. The City will discontinue the supply of utilities to a customer whenever requested by any public authority having jurisdiction.
- C. The City reserves the right to discontinue the supply of utilities under any of the above conditions irrespective of any claim of a customer pending against the City, or any amounts of money on deposit with the City as required in Section 5.
- D. Whenever the supply of utilities is discontinued in accordance with this policy, the City shall not be liable for any damages, direct or indirect, that may result from such discontinuance or reconnection.
- E. As a general rule, the City will not disconnect a customer's utility service for non-payment after 1:00 p.m. on a Friday, on the day before a holiday, or on a weekend or holiday. However, in certain instances in which a service presents a hazardous, life threatening, or otherwise undesirable condition or in instances of meter tampering, the City reserves the right to discontinue utility service at any time (as stipulated earlier in this section).
- F. As a general rule, the City will not disconnect a residential customer's service if the predicted heat index for the day of disconnection is 100° Fahrenheit or higher, or the predicted wind chill index for the day of disconnection is 32° Fahrenheit or below. This delay in disconnection for nonpayment will not preclude the City from disconnection at a future date, and does not change a customer's liability for payment of all bills and fees.

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- G. The City will maintain a list of customers that have life sustaining electric powered medical equipment in their home. A doctor's note is required. Placement on the medical list does not guarantee continuous service or that service will be restored first when there is a power outage, nor does the acceptance of a doctor's form alleviate the customer's responsibility of paying their bill. Customers who depend on electrically powered medical equipment are solely responsible for maintaining an emergency plan in the event of a service interruption. This includes but is not limited to; making arrangements to relocate to a location with available utility services or to an appropriate medical facility, if necessary, until utility services are restored.

4. Voluntary Discontinuance of Service

In order to ensure discontinuation of services at a time requested by the customer, notice to the City in advance is required. When a customer desires to discontinue service, notice must be given to the City at least 24 hours in advance on a workday. The customer will be responsible for all services consumed up until the time the services are disconnected by the City.

SECTION 14. RECONNECTION OF UTILITY SERVICES

1. If utility services have been discontinued for any of the reasons covered by Section 13, "Discontinuance of Service," the City shall have two working days to reconnect the customer's service after the conditions causing discontinuance have been corrected.
2. If utilities have been discontinued because of improper use, or if in the City's opinion its meters or lines or other apparatus have been interfered with, altered, or otherwise compromised with, the City may refuse to reconnect the customer's service until the customer has done the following:
 - A. Paid all past due utility charges currently owed. When a payment is received after 4:00 p.m., and the City is unable to reach the customer, it will be assumed that the customer wants the service restored that same day and a reconnection fee per the Schedule of Fees and Charges will be applied to the account.
 - B. Paid to the City an amount estimated by the City to be sufficient to cover the utilities used but not recorded by metering devices and not previously paid for, plus a special reconnection charge (*see Schedule of Fees and Charges*), plus any actual cost for damages to City apparatus.
 - C. Made such changes in lines or equipment as may, in the opinion of the City, be proper for the City's protection.
 - D. Achieved compliance with Ordinances or regulations on utility use when disconnected for violation thereof.

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3. If utility service has been discontinued by the City at the request of any public authority having jurisdiction, the customer's service will not be reconnected until authorization to do so has been obtained from the public authority.
4. When it becomes necessary for the City to discontinue utility service for any reason, service will be reinstated only after payment of all past due utility bills and any deposit that may be required by Section 5. Applicable reconnect charges are summarized in the Schedule of Fees and Charges. Applicable penalties and any reconnection fee in effect at the time of discontinuance of service must also be paid before service will be restored.
5. In the event the customer's premises are destroyed by fire or other casualty, or the operation of its plant is shut down because of strike, fire, or other causes beyond customer's control, causing a complete cessation of the use of service, upon written notice by the customer to the City within 30 days thereafter, advising that the customer intends to resume service as soon as possible, any minimum charge or guarantee for which the customer may be liable will be waived during the period of such cessation, and the term of the contract shall be extended for a corresponding period; otherwise, the agreement for service shall immediately terminate.

SECTION 15. REVIEW PROCESS

1. Any customer who believes an error has been made in an account balance or the amount of a bill shall be able to appeal a decision, based on the following order of sequence:

First Review:	To the Customer Service Representative.
Second Review:	To the Customer Service Supervisor.
Final Review:	A scheduled appointment with the Director of Finance or General Manager of Energy Services and Water Resources or their designee

2. The General Manager of Energy Services and Water Resources or his/her designee may establish payment arrangements or provide a waiver of penalties for cases of billing error resulting from improperly programmed computers, malfunctioning meters, where proper notice was not given, procedures were not followed by City employees, or any other similar errors not caused by the fault of the customer.

SECTION 16. RESPONSIBILITIES WITH REGARD TO PROVISION OF SERVICES

1. The customer shall be responsible at all times for the safekeeping of all City property installed on the customer's premises, and to that end, shall give no one except authorized City employees access to such property.

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2. The customer shall be liable for the cost of repairs or damage to the City property on the customer's premises resulting from the negligence or misuse by other than City employees.
3. Utilities are supplied by the City and purchased by the customer upon the express condition that once utilities pass the delivery point, they become the property of the customer to be used only as herein provided. The City shall not be liable for loss or damage to any person or property whatsoever, resulting directly or indirectly from the use, misuse, or presence of said utility after it passes the delivery point or for any loss or damage resulting from the presence, character or condition of the lines, or equipment of the customer, or for the inspection or repair thereof.
4. The City agrees to use reasonable diligence in providing for regular and uninterrupted utilities services. The City shall in no case be liable to any customer for any defect in quality, quantity, pressure, interruption or the discontinuance of any of these utility services in the event of any natural disaster, strike, accident, adverse legal proceeding or action, act of God, or other circumstances beyond the control of the City.
5. The customer shall be responsible for the maintenance and repair of the customer's lines and equipment. Should the customer report trouble with the supply of utilities, the City will respond to such call with the purpose only of correcting such trouble as may be in the City's equipment supplying the customer. If the trouble appears to be in the customer's line or appliances, the City's employees may, if requested by the customer, make such inspection of the customer's lines or equipment as the City's employees are prepared to make, but any inspection of the customer's lines or equipment by the City's employees is made upon the express condition that the customer assumes the entire and sole risk, liability and responsibility for all acts, omissions and negligence of the City's employees. The City retains all responsibility only with respect to the action of its employees in connection with property owned by the City.

SECTION 17. PRIVACY OF BILLING DATA POLICY

All billing data is the property of the City of Monroe.

1. Commercial Accounts

Billing and account information will not be disclosed to the media, other businesses, agency or individuals without the expressed written consent of the individual business account holder on a form provided authorizing the City to release the information.

2. Residential Accounts

Billing and account information will not be given to the media, business, agency or individual not included on the account without the expressed written permission of the account holder on a form provided authorizing the City to release the information. Current

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billing information may be released (without any account history) when it is deemed in the best interest of the city and the individual account holder in order to aid the account holder in paying the current bill.

Information may be shared at the discretion of the city with another governmental agency that is included under the limitation of the privacy legislation and any information shared shall be used solely for the benefit of said agency and upon written consent that all information provided shall not be disclosed to any other individual or entity.



STAFF REPORT

TO: Public Enterprise Committee
VIA: Mark Watson, City Manager
DATE: September 1, 2026
FROM: Robert Miller, General Manager of Energy Services and Water Resources
PREPARED BY: Darwin De Los Santos , Energy Services General Manager of Engineering
SUBJECT: Liquefied Natural Gas Facility Expansion Engineering & Design Services

SUMMARY STATEMENT

Energy Services staff requests the Public Enterprise Committee to consider awarding a contract to ODIN EPC as the selected engineering & design firm for the Liquefied Natural Gas (LNG) Facility Expansion project and approving a Budget Ordinance to provide the necessary additional funding.

REVIEW

The City's LNG peak shaving facility at 2111 Morgan Mill Rd, Monroe, NC, has been in operation since 2020. The facility plays a critical role in ensuring system reliability, managing peak demand, and maintaining cost-effective natural gas supply during high-demand periods. The rapid growth in the area is causing an increase in the natural gas system peak demands. This expansion is required to enhance system reliability, increase peak supply capability, and support anticipated future load growth. The original siting and design included provisions for this expansion.

A Request For Qualifications (RFQ) was solicited in March 2026 for engineering, design, procurement, and construction management services for said expansion. After careful evaluation of the qualifications ODIN EPC was selected as the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. These project services were negotiated to be \$2,335,025.00.

To fund the natural gas AMI project, \$1,835,025.00 needs to be transferred from the Natural Gas fund balance to capital project NG 2201 LNG Facility Upgrades. Budget Ordinance BO-2026-17 is proposed to transfer this funding. It is expected that future Budget Ordinances and/or project funding allocations will have to occur to account for long-lead-time material purchase as well as eventual construction of the facility.

RECOMMENDATION

Staff recommends that Public Enterprise Committee approves the request to place this item on City Council's September 8th, 2026 strategic agenda, the associated budget ordinance BO-2026-17, and to authorize the City Manager to execute the necessary documents.

Attachment(s):

- ODIN EPC Project Proposal
- Budget Ordinance BO-2026-17



August 19, 2026

Darwin De Los Santos
General Manager of Engineering
City of Monroe, Energy Services Department
2201 Walkup Avenue
Monroe, NC 28110
ddelossantos@monroenc.org

RE: Revised EPCM Proposal – LNG Peak-Shaving Facility Expansion Project

Mr. De Los Santos:

ODIN EPC, Inc. (ODIN) appreciates the opportunity to present the City of Monroe Energy Services Department (City) with this revised Proposal for engineering, procurement and construction management (EPCM) services on your LNG Peak-Shaving Facility Expansion project. This revised Proposal has incorporated the City's comments from our Proposal submitted on July 21, 2026. In North Carolina, we practice engineering as OES, PLLC, firm number P-2803. This Proposal includes ODIN's scope of work, pricing, assumptions and clarifications, schedule and project team associated with the proposed services.

As your partner on this project, we offer the following advantages:

- **Experienced Team:** ODIN specializes in delivering turnkey, EPC solutions for the natural gas industry. In this capacity, we will provide the City with a highly qualified team of professionals who have a proven track record of successfully executing complex natural gas and LNG facility projects. Our team possesses a deep understanding of the applicable codes, standards, and technical complexities required to effectively deliver projects of this nature.
- **History of Service to the City:** ODIN's longstanding relationship with the City began with our initial evaluation of, and recommendation to purchase, the LNG facility equipment and components from Baltimore Gas & Electric that ultimately formed the foundation of the City's existing facility. ODIN subsequently partnered with the City to provide preliminary engineering and EPCM services for the successful integration of this equipment into a fully functional LNG peak-shaving facility that continues to reliably serve your customers.

While some team members have changed since the original project, ODIN retains the significant advantage of this project history, along with full access to the original design and execution documentation. This continuity allows us to initiate EPCM services for the expansion project in a smooth, informed, and efficient manner. In addition, ODIN has strategically selected subconsultants who were directly involved in the original project to ensure further consistency, institutional knowledge, and project success.

- **Similar Project Experience:** ODIN has a proven track record of successfully executing complex natural gas and LNG facility projects, including expansions and upgrades at existing, fully operational facilities, as demonstrated in our submittal. This experience has equipped ODIN with a thorough understanding of the critical planning, stakeholder coordination, and disciplined communication processes required to ensure the safe, efficient, and successful execution of this project.

www.odinepc.com



Based on ODIN's proven expertise, successful execution of comparable projects, and in-depth familiarity with the existing facility, our team is uniquely qualified to support the City on this project. Serving as an extension of the City's team, ODIN will remain fully committed to delivering these EPCM services with the highest standards of safety, quality, and accountability. We look forward to the opportunity to continue our partnership with the City on this important and impactful project.

Should you have any questions or require additional information regarding our Proposal, please feel free to contact us.

Sincerely,

John (Jay) Gamble, Jr., PE, PMP
Vice President



e: jgamble@odinepc.com

m: 978-273-2308

cc: C. Morrison - ODIN



EPCM PROPOSAL LNG PEAK-SHAVING FACILITY EXPANSION PROJECT CITY OF MONROE, NC ENERGY SERVICES

AUGUST 19, 2026
REVISION 1

www.odinepc.com



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1. Project Background

The City of Monroe, NC Energy Services Department (City) plans to expand the storage and vaporization capacity at their existing liquefied natural gas (LNG) peak-shaving facility located at 2111 Morgan Mill Road in Monroe, NC. The LNG facility receives LNG in the late summer and fall months and stores it for vaporization and injections into the City's distribution system during peak demand times in the winter months.

ODIN EPC, Inc. (ODIN) understands that the facility plays a critical role in ensuring system reliability, managing peak demand, and maintaining cost-effective natural gas supply during high-demand periods. The rapid growth in the area is causing an increase in the natural gas system peak demands. This expansion is required to enhance system reliability, increase peak supply capability, and support anticipated future load growth. The project is expected to include modifications and/or additions to existing LNG infrastructure, including but not limited to storage, vaporization, process systems, controls, and supporting facilities. The original siting and design included provisions for this expansion. We further understand that the key objectives of the project include:

- Increasing LNG storage and send-out capacity
- Increasing boil off gas compressor capacity
- Maintaining compliance with all applicable federal, state, and local regulations
- Ensuring safe integration with existing LNG facility and operations
- Minimizing operational disruptions during construction
- Providing reliable, maintainable, and cost-effective infrastructure
- Supporting long-term operational flexibility and future expansion



2. Project Approach/Scope of Work

Project Management

The ODIN team will act as an extension of the City's project team. We will provide project management over the complete lifecycle of the project from Preliminary Engineering through Construction, Commissioning and Final Closeout. ODIN's assigned project manager will be the primary contact with the City's project manager over the duration of the project to ensure consistent and clear communications. A communications plan will be developed that will outline how information will flow among stakeholders, defining the audience, purpose, methods (e.g., email, meetings, etc.), and frequency of updates. We plan on using the software platform, Procore, as the primary project management and document control tool for this project. Additionally, ODIN will develop and manage a Management of Change (MOC) program to track major changes in the design, processes and procedures that may impact the project schedule, cost and facility operations.

Within two (2) weeks after the issuance of a Notice to Proceed (NTP) or Purchase Order (PO), ODIN will engage with the City for the initial kick-off meeting, which will lay the groundwork for the start of the engineering & design and planning phases of the project. This meeting will flush out the specific design requirements for the project and will form the basis for the Preliminary Engineering. We plan on having this kick-off meeting in person in Monroe. The ODIN team plans on taking advantage of this meeting to visit the site and document with assistance from the City's project team any changes that have occurred at the facility after its original construction and commissioning.

The included preliminary project schedule will be reviewed at the initial kick-off meeting that will outline the engineering & design phase of the project. This project schedule representing the complete project lifecycle will be revised based on feedback from the City and will be included as a deliverable in the Preliminary Engineering phase. It will be used as the baseline schedule for the engineering & design phase and will be used to track and monitor the progress of the project.

During the engineering & design phase, ODIN and the City teams will hold bi-weekly design progress meetings that will include a review of the project schedule, Request for Information (RFI) status and other key issues and resolutions. These design progress meetings will be held virtually.

Design review meetings will be scheduled at milestones of Preliminary Engineering, Issued for Review (IFR), Issued for Bid (IFB), and Issued for Construction (IFC). These design review



meetings will be held virtually and attended by key ODIN project team members. The IFR design review meeting will be extended to also cover the Process Hazard Analysis (PHA) review of the project design. This meeting is recommended to be held in-person in Monroe.

During the construction phase of the project, ODIN will hold weekly progress meetings with the selected contractor. These meetings will review, at a minimum, actual work completed in relation to the project schedule, planned work (3-week look ahead), RFI status and other issues and resolutions.

Over the life of the project, the ODIN project management and controls team will be responsible for monitoring and controlling the scope, schedule, budget and quality of the project and reporting the overall project status to the City's project team.

Engineering & Design Phase Services

The ODIN team will be collaborative with the City's project team throughout the Engineering & Design Phase, through the bi-weekly meetings, site visits, design review meetings and RFI process gathering information to design the project to the City's needs and requirements. Design review meetings will be held with the City after each design phase (Preliminary Engineering, IFR, IFB, & IFC). A 3D Navisworks model walkthrough will occur at the IFR and IFB design review meetings to assess human factors and overall accessibility. Design review meetings will be held 2-weeks after the issue of design deliverables to allow the City's team time to review the deliverables prior to the meeting.

Preliminary Engineering (30% Design)

Preliminary Engineering development is an important step in determining the design criteria of the project so that it can move efficiently into detail design. The goal of the Preliminary Engineering will be to set the project design baseline, to identify long lead equipment that needs to be procured by the City, and form the basis for the future detail design phases of the project. During Preliminary Engineering, the following deliverables and drawings will be produced:

- Design Baseline Document
- Engineering Calculations
- Identify Critical Materials & Optimize Major Equipment Selection
- Prepare Long-Lead Equipment Specifications/Data Sheets for Procurement, such as:
 - LNG Storage Tanks
 - LNG Vaporizer(s)
 - LNG Pump(s)



- BOG Compressor
 - Water/Glycol Thermal Fluid Heaters
- Preliminary Drawings:
 - Process Flow Diagram (PFD)
 - Piping & Instrumentation Diagrams (P&IDs)
 - General Site Layout Plan
 - Electrical One-Line Diagram
 - Control System Network Architecture Diagram
- Project Cost Estimate (Class 3: -10% to +30% accuracy range)
- Project Schedule (Level 2)

In conjunction with the project kick-off meeting, a multi-day site visit with ODIN's project manager and engineering leads will be scheduled with the City to evaluate the as-built conditions of the facility versus the drawings to document any changes that will affect the design of the expansion project as well as to evaluate the existing facility equipment to determine what may be able to be re-used. During the project kick-off meeting ODIN plans to interview the City's team to confirm this design criteria (storage volume, vaporization capacity, redundancy requirements, future expansion allowance, etc.) and to determine what operations improvements you would like to see, so that this can be incorporated into the design of the project. Any design options that come out of this discussion will be provided to the City to consider and make a final decision. During Preliminary Engineering, long lead/major equipment, such as the LNG storage tanks, vaporizers, LNG pumps, boiloff gas compressor(s), etc., will be identified and a recommendation presented to the City of when they will need to be ordered to meet the required project in-service date.

The original Geotechnical Subsurface Exploration and Engineering Evaluation that occurred in the summer of 2017 which covered the complete project site will be used for the expansion project.

The preliminary siting study (thermal radiation and vapor dispersion modeling) will be performed based on the site layout and process flow diagrams developed during the Preliminary Engineering and then will be refined during the detail design phases as the site layout and piping design matures. The goal of the initial siting study will be to determine if any mitigation methods need to be added to the project design to ensure siting compliance, especially with vapor dispersion from jetting and flashing from LNG piping leaks. The detail design of the mitigation methods selected, if needed, will be prepared in the future detail design phases.



As part of the Preliminary Engineering, ODIN will perform a feasibility review for the addition of a liquefaction system at the site. We will work with the City's team to determine the design criteria for the system assuming that the objective of the study is to recommend options that could lessen or eliminate the City's dependence on trucked LNG. This design criteria will then be used to evaluate commercially available liquefaction systems that would meet this criteria. Based on the operational and financial (budgetary estimates) applicability of these systems, ODIN will make a recommendation to the City regarding the viability of adding liquefaction to your facility. From our experience, it is very challenging to make the economics of adding liquefaction to a peak-shaving facility of the size (storage capacity) of the City's work. The costs for mini or micro liquefaction systems (6,000 gpd to 25,000 gpd) are much greater than larger capacity (50,000 gpd to 100,000 gpd) liquefaction systems.

Issued for Review (IFR/60%) Design

The Issued for Review (IFR) design represents the start of the detail design of the project building off the design baseline and preliminary drawings developed during the Preliminary Engineering. Additionally, during the IFR design the ODIN team will review the approval drawings from the long lead, major equipment vendors. Any comments generated during this review will be evaluated with the City prior to sending them back to the vendor. These vendor approval drawings will be instrumental in progressing the project design and increasing the accuracy of the design. The deliverables and drawings for the IFR/60% design will be as follows:

- Design Baseline Revisions
- Engineering Calculations and Revisions
- Prepare Other Long-Lead Equipment Data Sheets for Procurement, such as:
 - Standby Electric Generator (as required)
 - Electrical Switchgear/MCC (as required)
 - Control System PLC Equipment
- Preliminary Drawings:
 - Cover Sheet with Location Map
 - Drawing Index
 - PFD
 - P&ID
 - General Arrangement Plan
 - Piping Plan & Section Details – Process Areas & Yard Piping
 - Civil Site Plans
 - Foundation Plans
 - Electrical Hazardous Area Site Plan



- Electrical & Instrumentation Plans & Schematics
- Typical Details & Standards – Civil, Mechanical & Electrical
- Procurement Vendor's Drawings

The IFR design deliverables, especially the P&IDs, will be used as a basis for the Project's process hazard analysis (PHA) process. A PHA review meeting at this stage of the project is recommended as a best practice for complex projects. It will entail performing a structured, thorough review of the P&IDs with the ODIN and the City's teams to identify, evaluate and control hazards in the process design. Its primary goal is to prevent catastrophic events like fires, explosions, and releases. Findings from the PHA review will be documented in a final report and then incorporated into the project design. The PHA meeting is planned to be an extension of the IFR design review meeting with this meeting likely requiring two (2) additional days in duration to complete. Typically, a 3rd party PHA meeting facilitator and scribe are hired to run the meeting. ODIN has provided optional pricing to provide the 3rd party facilitator and scribe. Key engineering team members from ODIN will participate in the PHA meeting. It is recommended that this design PHA meeting be held in-person at the City's office.

Issued for Bid (IFB/90%) Design

The Issued for Bid (IFB) design will be an enhancement of the IFR/60% design package with comments from the City and the PHA process being incorporated into the project design. This is an iterative stage that will bring the detail design across all disciplines to substantial completion. It will create the final design deliverables for the project. This stage represents the preparation of detailed engineering packages to support the procurement of mid-lead time equipment and the bid process for construction services. The deliverables for the IFB/90% design are as follows:

- Design Baseline Revisions, as needed
- Prepare Other Equipment Data Sheets or Material Lists for Procurement
- Preliminary Drawings:
 - Cover Sheet with Location Map
 - Drawing Index
 - PFD
 - P&ID
 - General Arrangement Plan
 - Piping Plans & Section Details
 - Piping Isometrics & BOM
 - Civil Site Plans



- Erosion & Sediment Control Plan
- Foundation Plans
- Civil & Structural Details
- Electrical Hazardous Area Site Plan
- Electrical & Instrumentation Plans & Schematics
- Typical Details & Standards – Civil, Mechanical & Electrical
- Procurement Vendor's Drawings

Issued for Construction (IFC) Design

At the Issue for Construction (IFC) design, comments from the project team review in the IFB design will be incorporated and any final design details will be completed. The engineering documents, drawings and design information from this stage will be used in the construction and inspection of the project. During the IFC stage, the engineering and design team will prepare Construction Work Packages (CWPs) for the mechanical/piping, civil/structural and electrical, instrumentation and control system work.

An IFC design review meeting will be scheduled with the City and selected Contractor after the submission of the IFC deliverables. Any comments from this design review will be incorporated into a final IFC set that will be used to procure balance of materials and construct the project. Only minor adjustments, specific to certain details, are assumed to be required to develop the final IFC design submission. Any major design modifications requested during the IFC design review will be evaluated to determine the impact to the project, especially to the project schedule and cost, and notify the City of such impacts.

Any modifications that occur after the project design is approved (final IFC) will be processed through the MOC program. If this is to occur, we will notify the City of all proposed design modifications to determine the impact on all process safety aspects of the project and will participate in any required additional PHA reviews. ODIN will incorporate all action items resulting from the risk assessment into the revised final design. The City will also be notified of any impacts to the project schedule and cost.

Permitting Support

During Preliminary Engineering, the ODIN team will evaluate the project permitting requirements for the project and provide a matrix of anticipated local, state and/or federal permits to the City. After the permit requirements for the project are identified and the scope of work finalized, we will provide the City with an additional proposal to support you with preparing permit applications, additional required drawings, and participating in meetings with local, and/or state agencies. Additionally, the impact of project permits will be



incorporated into the project schedule. Our team member, S&ME will lead the permitting support efforts. They have extensive experience in the permitting of energy projects in the Southeast Region and will provide for a local project presence for the ODIN team. A budget of up to 175-hours has been provided to support the City with the application of permits or notices for the project, which is based on a similar level of permitting that occurred during the original LNG facility project (i.e., NCUC/PHMSA notice, local building permits, and state stormwater and erosion & sedimentation control).

Other Documentation

Besides the engineering & design deliverables, ODIN will ensure that the following facility manuals and procedures are updated prior to the completion of the Construction Phase to support commissioning and startup. The final versions of these documents will be included in the final turnover package (project data book).

- Operating and Maintenance Manual
- Security Manual
- Emergency Procedures Manual
- Training Manual
- Fire Study
- Siting Study

Procurement Phase Services

ODIN understands that the Procurement Phase services for the Project will consist of supporting the City with the ordering of equipment and materials that they wish to purchase as well as supporting the City with the selection of a qualified contractor(s) to construct the project.

Material Procurement

Equipment and material procurement will be based on the equipment data sheets/specifications, lists and bills of materials (BOM) prepared during the Engineering & Design phase. The major/long lead equipment that will impact the project schedule will be identified in the Preliminary Engineering and a determination made with the City of when they will need to be purchased. Vendor drawings for the specialty equipment such as the LNG storage tanks, shell & tube vaporizers, water/glycol thermal fluid heaters, LNG pumps and boiloff gas compressor(s) will be needed to progress the engineering & design of the project. As such, the selected equipment vendors will need to be released to perform engineering & design, as a minimum, to produce vendor drawings if this equipment is not required to be procured directly after the completion of the Preliminary Engineering.



During the IFR and IFB design phases of the project, other long lead equipment and materials, including spare parts, will be identified that will impact the critical path of the project schedule and data sheets/specifications prepared for its procurement. These long lead items will be communicated to the City for decision on the procurement schedule. The balance of normal lead equipment and materials will be procured after the completion of the IFC deliverables and will be ordered as needed to support the project construction schedule by the selector contractor.

On behalf of the City, ODIN will prepare request for quotations (RFQ's) and obtain competitive pricing from vendors for the major equipment and materials to be purchased by the City (LNG storage tanks, shell & tube vaporizers, water/glycol thermal fluid heaters, LNG pumps, boiloff gas compressor, etc.). Based on the quotations received, we will prepare comparisons and recommendations based on meeting specifications, price, delivery and payment terms for the City to procure. The equipment bidding process will follow the City's and State of North Carolina's procurement requirements.

ODIN will ensure that the Factor Acceptance Test (FAT) of the major equipment procured by the City is completed prior to accepting and shipping the equipment to site. The in-person witnessing of the vendor FAT or shop inspections by ODIN has been included as an option to the City.

ODIN will be responsible for coordinating and tracking the delivery of direct purchased equipment and materials to the site, managing QC documentation, and for ensuring the receipt, acceptance, storage, handling and safe keeping of all equipment and materials. A work area on site will need to be coordinated with the City and selected contractor of where equipment and materials can be stored.

Contractor Selection

Prior to construction, ODIN will provide support to the City in the selection of a site contractor by preparing a Request for Proposal (RFP)/Scope of Work document that will be paired with the IFB design deliverables to use in receiving competitive bids for the construction work. During the contractor bid phase, ODIN will attend one (1) in-person pre-bid meeting and assist the City with answering questions from the bidders. After receipt of the bids, we will evaluate them and provide our recommendation for award. During our review and evaluation, we will work through the City to submit follow up questions required to clarify the bidders' proposals.



Construction Phase Services

For the Construction Phase Services, ODIN will act as the City's representative in dealings with the selected contractor to the extent allowed in the contract documents or as otherwise authorized by the City. In general, our construction management/administration services will include, but are not limited to the following:

- Attending meetings and conferences with the contractor and preparing meeting minutes,
- Reviewing and analyzing the contractor's project schedule,
- Issuing necessary clarifications and interpretations of the contract documents,
- Reviewing and make recommendations on contractor change order requests,
- Reviewing and approve contractor's applications for payment and associated lien waivers, and
- Reviewing and approving contractor's notices of mechanical, substantial and final completion.

More specifically, ODIN's Construction Phase Services are further described in the following sections.

Pre-Construction Planning

ODIN will participate in one (1) in-person kickoff meeting with the City and the selected contractor to answer any questions related to equipment/material procurement and/or the design. Prior to the contractor's mobilization to site, ODIN will collaborate on the development of a project execution and simultaneous operations (SIMOPS) plan with the contractor and the City to ensure the safe execution of the work and that peak-shaving readiness is maintained during construction. The following documents will be requested from the contractor:

- Project Execution Plan (PEP)
- Site Specific Health & Safety Plan (HASP)
- Baseline CPM Schedule

Following the submittal of the PEP and site-specific HASP, ODIN will request a Pre-Construction/SIMOPS Meeting (virtual) with the contractor and City to review these plans along with the Baseline CPM Schedule and final IFC design drawings. During this meeting, ODIN will review with the contractor and the City the plans and other pertinent site and project specific requirements to ensure a safe and successful construction execution. After the Pre-Construction/SIMOPS meeting is completed, ODIN will ensure that the contractor



incorporates any comments as necessary into the PEP, site-specific HASP and Baseline CPM schedule so that daily risk is appropriately identified and mitigated. Revised documents will be requested to be submitted by the contractor for final approval prior to the final site mobilization date. Concurrent to the planning tasks described above, the contractor's site labor will be background checked, if required by the City, and we will ensure that the contractor participates in the City's on-boarding/safety training as required prior to site mobilization.

Construction Support

During the Construction Phase of the project, ODIN will provide project management, construction administration and construction oversight services. This will include, but not limited to:

- Providing a full-time, on-site resident project representative to oversee the progress of the contractor's work and receive equipment purchased by the City,
- Attending the contractor's weekly progress meetings (virtually by ODIN office personnel),
- Reviewing daily progress reports,
- Visiting the site, as needed by key engineering team members, to observe the contractor's work while it is in progress, especially during critical points such as the pouring of large foundations, setting of major equipment and installation of major mechanical, piping and electrical components,
- Reviewing and approving contractor shop drawing submittals,
- Responding to contractor issued RFIs,
- Evaluating and determining the acceptability of substitute or approved equal materials and equipment,
- Reviewing and making recommendations to identified defective work,
- Coordinating the performance of special inspections or tests as required by the Contract Documents (testing to be performed by others), and
- Reviewing contractor test plans and witnessing the tests (pressure test plans to be provided by ODIN).

Site specific emergency/safety plans, hot work permits, confined space access requirements and those items related to creating a safe compliant work area, as provided by the contractor will be reviewed by ODIN's safety manager. Additionally, our safety manager will perform spot on-site inspections and will be on site during critical points in the construction activities. A budget of up to four (4) site trips and up to 120-hours for ODIN's safety manager has been provided.



Post Construction Phase

Pre-Commissioning

After the completion of construction activities but before Mechanical Completion can be contractually achieved, pre-commissioning activities will be coordinated with the contractor and the City to ensure that all systems have been properly checked out and are ready to be safely commissioned and started up. This will include, as a minimum, electrical loop checks & megger tests, system walkdowns and Pre-Startup Safety Reviews (PSSR). Other activities that will occur will consist of submitting initial turnover packages from the contractor and O&M procedures to the City for acceptance. All permit approvals or closeouts required prior to the start of commissioning will also be coordinated by ODIN.

Additionally, the Commissioning Execution Plan (CEP) and procedures will be prepared by ODIN and submitted to the City and will be used as the basis for the Pre-Commissioning Planning review. Appropriate ODIN team members will attend and participate in one (1) in-person Pre-Commissioning Planning meeting with the City, contractor and select vendors. Once the Pre-Commissioning Planning is completed, ODIN will incorporate any comments as necessary into the CEP, procedures, and site-specific HASP.

Commissioning and Startup

After achieving Mechanical Completion, the ODIN team will proceed with coordinating the commissioning & startup activities in accordance with the CEP and procedures accepted by the City. The commissioning team will be led by ODIN's project manager and will include appropriate engineering discipline leads. Additionally, personnel from our control system integration subcontractor and appropriate major equipment vendor personnel along with the City's operations personnel will be key members of the commissioning team. It is assumed that the contractor will provide a crew of mechanical and electrical personnel to assist the commissioning team. A systemic approach to the commissioning & startup of the subsystems will be followed in accordance with the CES and procedures to ensure for a safe and efficient operations. ODIN has assumed two (2) weeks for the successful commissioning and startup as well as the functional testing of the new vaporizer system and LNG storage tanks. Operator training will be performed after the successful commissioning & startup and testing activities. The ODIN team will provide both classroom and hands-on training for operating personnel. ODIN has budgeted one (1) week of in-person operator training.



Performance Testing

Immediately following the successful commissioning & startup of the new LNG storage tanks, vaporizer system and subsystems, and operator training, Performance Testing of the vaporizer and ancillary systems will occur. Prior to Performance Testing, ODIN will prepare and submit detailed final test procedures for City's review and acceptance. These procedures will incorporate all of the requirements and comply with the conditions required by the City. Upon City's acceptance of the performance test procedures, the performance test will be scheduled and coordinated by the Commissioning Team. Performance testing has been assumed to be two (2) days, but no longer than one (1) week in duration. Upon the completion of the Performance Testing, ODIN will provide the City with a Performance Test Report within two (2) weeks of the completion of the test.

Final Completion and Close Out

Substantial Completion will be achieved upon the successful commissioning & startup and performance testing of the new LNG storage tanks and vaporizer system. Demobilization of the contractor crews will occur at this time. A small contractor's crew will be required to remain on site, as needed, to address outstanding punch list items. Upon the completion of final punch list items, and project management and administrative closeout items, and the submission of record as-built drawings and the final turnover package (project data book), Final Completion will be achieved. ODIN will coordinate with the contractor the turnover of any special tools and operating spares to the City as required by the contract documents. We will prepare the final project data book based upon the contractor provided field red-line drawings, QC and vendor documentation as well as the documentation provided for the City procured equipment. As-built drawings will be generated from the contractor provided red-line drawings that will be field verified by ODIN's resident project representative.

Control Systems Programming and Integration

The design of control system upgrades will be incorporated into the engineering & design phases of the project starting during the Preliminary Engineering with the development of a control system upgrade narrative, network architecture diagram, and I/O list. The existing process control and safety systems will be evaluated to determine the obsolescence of existing hardware, software, firmware and overall design schema to ensure that the upgraded systems will meet current codes, standards and industry best practices along with incorporating feedback by the City based on current operating experience. Additionally, the ODIN team will evaluate methods to minimize the interruption of the operations of the existing control and safety systems to integrate the new instrumentation into the existing systems. During the detail design, interlock logic matrices, control system diagrams and panel drawings will be prepared as the overall project design matures and to support the fabrication



of new control system components (panels). The procurement of new control system components along with the FAT will be scheduled to meet the project construction and commissioning schedule. The programming of new process and safety control devices along with the HMI screens will likely occur off site based on the approved design and will be ready to support the commissioning and startup of the project. Minor adjustments to the programs are anticipated based on the findings during the commissioning and startup activities. A site acceptance test (SAT) of the upgraded systems will occur during pre-commissioning that will be witnessed by the City. The ODIN team will develop an integration plan for the upgraded control systems in collaboration with the City. ODIN has selected SCADA Network Services as our control system engineering and integration partner for this project, since they developed the original control systems at the facility, continue to maintain the existing system for the City, and thus are intimately knowledgeable about them. The design of the control system upgrades is included in ODIN's Engineering & Design Phase services cost. A budgetary price has been provided for the procurement, panel fabrication, programming and integration services until an agreed upon design of the upgraded system has been finalized during the detailed design of the project. At this time, ODIN will provide the City with updated pricing, as required, to complete the control system procurement, panel fabrication, programming and integration services.



3. Pricing

ODIN proposes to perform the EPCM Services for the following pricing. A budgetary price for the Control Systems Programming & Integration Services and Permitting Support has been provided below and will be updated, as needed, during the Engineering & Design phase of the project after the scope of these services are formalized. Additionally, optional pricing has been provided for ODIN to witness Factory Acceptance Testing or perform shop inspections of equipment purchased by the City and to provide a 3rd part PHA meeting facilitator and scribe.

Services	Price
Engineering & Design Phase	\$958,200.00
Procurement Phase	\$73,830.00
Construction Phase	\$593,550.00
Post Construction Phase	\$290,185.00
Subtotal	\$1,916,765.00
Control System Procurement & Integration (Budgetary)	\$324,500.00
Permitting Support (Budgetary)	\$35,000.00
Subtotal	\$2,276,265.00
Major Equipment FAT/Shop Inspections (Optional)	\$33,360.00
3 rd Party PHA Facilitator & Scribe (Optional)	\$25,400.00
Total (Base Scope + Budgetary + Optional)	\$2,335,025.00

Assumptions & Clarifications

- Sales and use tax are not included, since the direct procurement of materials or construction contractors by ODIN is not anticipated.
- This Proposal is valid for 30-days.
- Assumes five (5) drawing issuances as identified in the Scope of Work.
- IFC and as-built drawings to be stamped by a PE licensed in the State of North Carolina.
- Topographic and boundary survey for the site is excluded, and the original project survey has been assumed to be used.
- Geotechnical investigation and report for the site is excluded, and the original project information has been assumed to be used.
- Site civil engineering services are based on the project being within the existing developed site. Expansion outside of the existing developed site, though not anticipated, may require additional work and extra costs. Stormwater design and report for the project is excluded assuming no major changes that will trigger



additional stormwater permitting. This will be evaluated during Preliminary Engineering.

- Hazardous material mitigation is not anticipated and has not been included.
- The engineering & design of deep or pile foundations have not been included. Structural/foundation engineering services has been based on using traditional reinforced concrete spread footer, slab on grade, and/or sonotube type foundations.
- The architectural and structural engineering & design of additional free-standing, field erected buildings has not been included. ODIN will prepare specifications for all proposed prefabricated systems and structures.
- A budget of up to forty (40) hours has been planned for the high-level liquefaction system feasibility review.
- Siting analysis (vapor dispersion modeling) assumes that the existing LNG truck unloading station will remain as-is.
- Licensing and permitting requirements (local, state & federal) for the project will be identified during Preliminary Engineering. A budget of 175-hours for the preparation and support of licensing and permitting based on the previous LNG facility project has been provided. ODIN drawings from one of the identified drawing packages are assumed to be used for permitting, as required.
- Wetland delineations and mitigation is not anticipated and has been excluded.
- Shop inspections and witnessing of Factory Acceptance Testing (FAT) of major equipment procured by the City has been included as an option. This optional pricing is based on up to six (6) shop visits for one (1) ODIN engineer for up to 3-days each visit (including travel time) for a total budget of 144-hours.
- QA/QC documentation for equipment and materials procured by the contractor will be provided to ODIN for review.
- Site inspection/compliance verification of the City procured equipment and materials to be by ODIN's resident project representative.
- Construction Phase Services has been based on a 51-week pre-planning and site construction duration and a budget of 300-hours for processing contractor RFI's and submittals and travel expenses to cover up to twelve (12) site visits by two (2) ODIN engineers (budget of 1,200 hours).
- ODIN to only be reviewing and approving submittals from the contractor associated with proposed substitute or "approved equal" materials and equipment.
- Full-time, on-site resident project representative to provide construction oversight has been included. These services are based on a 5/10 weekly work schedule for a 55-week period (51-weeks construction, 2-weeks pre-construction planning & 2-weeks post-construction closeout) and a budget of 2,750 hours.
- The City will be responsible for the following:



- Timely (within 2-weeks of design submittals) and thoughtful design review/feedback and site access,
- Access to existing facility design information, permits, and O&M records and other pertinent documentation,
- Procuring 3rd party construction inspection services (soil compaction, concrete testing, process pipe welding NDE, etc.) to be coordinated by ODIN,
- Procuring the delivery of liquid nitrogen to cooldown the new LNG storage tanks and procuring LNG for the initial fill of the tanks,
- Ensuring that adequate take away capacity on the natural gas distribution system is provided to complete the commissioning and Performance Testing of the LNG vaporization and ancillary systems.
- Final turnover package/project data book to be provided in electronic (PDF) format only.
- ODIN shall be properly compensated for any delays caused by matters outside of our direct responsibility and control.
- Additional services and deliverables including extra drawing submittals beyond identified in the scope of work can be performed on a time and materials or negotiated lump sum basis based on an approved change order. Our standard billing rates are attached.



Terms and Conditions

ODIN's professional services will be provided as described herein and in accordance with a duly executed contract between both parties, which will part of our agreement with you. If you agree with this Proposal and wish to retain us to provide the proposed services, please provide us with a Purchase Order as authorization to proceed with the performance of the project services. Services will be billed monthly based on either ODIN's attached Billing Policy or an agreed upon Schedule of Values (SOV) and the progress of the work. Invoices shall be paid net-30 days.



4. Project Team

ODIN proposes the following project team to efficiently, effectively and safely provide the professional services on the City's LNG Peak-Shaving Facility Expansion project. All of these team members have extensive experience working on similar types of projects including the original design of the City's LNG peak-shaving facility. A project team organizational chart and bios for each is attached to this section of our Proposal.

Project Management

- Project Executive – John (Jay) Gamble, Jr., PE, PMP
- Project Manager – Jawad Uppal, P. Eng., PMP
- Project Controls & Procurement Lead – Rick Alex

Engineering & Design Leads

- Technical Advisor – Craig Fonseca
- Project Design Lead (QA/QC) – Brad Arsenault
- Mechanical & Process Engineering Lead - Christine Dabit, P. Eng.
- Electrical & Instrumentation Engineering Lead – Matt Moran, EIT
- Civil Engineering & Permitting Lead – Chris Frey
- Structural Engineering Lead – Jim Turner, PE (Stephens Associates)
- Process Engineer – Arianna Lim
- Lead Designer – Casey Maguire
- Piping Designer – Jim Kronvold

Construction Leads

- Construction Lead – Shaun Fresia
- Safety Manager – Mark Czarnowski
- Resident Project Representative - TBD

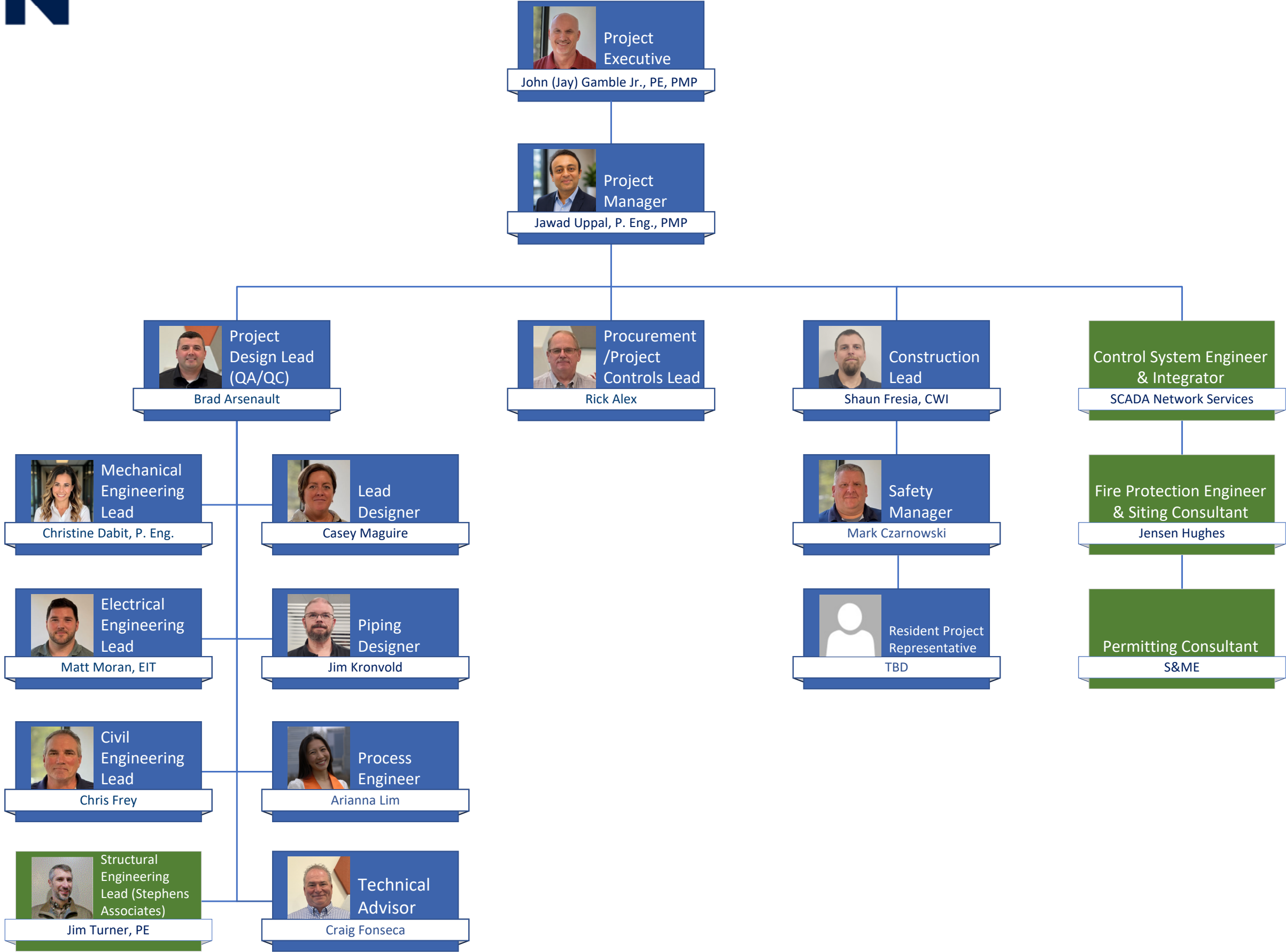
Project Partners

- Control System Engineering & Integration – SCADA Network Services
- Structural Engineering Support – Stephens Associates Consulting Engineers
- Fire Protection Engineering & Siting Consulting (Thermal Radiation & Vapor Dispersion Modeling) – Jensen Hughes
- Permitting Support – S&ME



Over the life of the project, additional support will be provided by ODIN's in-house project controls, engineering & design, procurement and construction support staff.

ODIN has assembled a team with extensive experience to successfully support the City through all phases of the LNG Peak-Shaving Facility Expansion project. We have a long history of partnering with our engineering subconsultants, namely Stephens Associates, Jensen Hughes and SCADA Network Services on similar types of projects. Stephens Associates has been supporting us with structural engineering services on projects for the last 15-years and our relationship is so close that they even have staff that is co-located in our office. Both Jensen Hughes and SCADA Network Services additionally provided similar services as proposed in this project on the original project and is currently providing maintenance services to the City. S&ME is well known for providing quality civil & geotechnical engineering, permitting and construction inspection services on energy projects throughout the southeast region. Additional information about the qualifications of our selected partners is attached.



Experience

ODIN EPC

(2024 - Present)

Vice President

Energy Tech Services /

AWCO ETS

(2021-2024)

Owner & Principal Engineer

Weston & Sampson

(2018-2021)

Energy Practice Leader

Gas Engineering Leader

Northstar Industries

(2012-2018)

VP/Director, Engineering &

Project Management

Spectra Energy

(2008-2012)

Manager, Pipeline Integrity

Manager, Project Execution

Greenville Utilities

(2005-2008)

Gas System Engineer

Northstar Industries

(1997-2005)

Manager, Mechanical

Engineering

Project Engineer

Stone & Webster

(1993-1997)

Engineer, Pipeline Services

Education

Northeastern University

BS, Mechanical Engineering
Technology

Boston University

MS, Project Management

Certifications

Professional Engineer

NH, MA, ME, CT, NJ, PA,
VA, NC, SC, CO, RI, NY



John (Jay) Gamble, Jr., P.E., PMP

Vice President, Chief Engineer

Jay has over 30 years of diverse project management, engineering & design, construction, and operations experience. He has held various leadership positions at engineering firms and engineering, procurement & construction (EPC) companies as well as municipal and investor-owned utilities where he has successfully executed numerous gas distribution, pipeline, gate station and LNG projects. He rejoined ODIN EPC in 2024 as Vice President/Chief Engineer.

At ODIN, Jay is responsible for the day-to-day operations of the company and overall technical quality of our work. Jay's extensive natural gas and LNG experience has consisted of serving as a project executive, project manager, project engineer, or lead mechanical engineer on multiple projects for a number of interstate pipeline companies, local distribution companies and municipal utilities. Most recently, Jay was the Owner's Engineer for the Northeast Energy Center LNG facility project in Charlton, MA where he was responsible for the siting, permitting and utility interconnects, including the TGP interconnect and NEC pipeline design, as well as oversight of the EPC contractor for the project.

Jay holds a Bachelor of Science degree in Mechanical Engineering Technology from Northeastern University and a Master of Science degree in Project Management from Boston University. He is a licensed Professional Engineer (P.E.) in twelve (12) states and holds a Project Management Professional (PMP) certification from the Project Management Institute (PMI). He supports the Appalachian Gas Measurement Short Course (AGMSC) as a committee member and presenter and is a former committee member of the Carolinas Public Gas Association (CPGA) and presenter at the Northeast Gas Association (NGA) Gas Operations School.

Experience

ODIN EPC
(2026-Present)
Project Manager

Fronex A/DE
(2024-2026)
Engineering Manager

Kinetrics
(2022-2024)
Engineering Project Team Lead

Bruce Power
(2019-2022)
Engineering Manager

Ontario Power Generation
(2014-2019)
Modification Team Lead

Bruce Power
(2012-2013)
Project Engineer/ Field Team Lead

Education



Bachelors of Nuclear
Engineering (B. Eng,
Honours) | **University of
Ontario**



Masters of Cybersecurity
Studies (M.Sc.) **Expected**
June 2027 | **American
Military University**

Certifications

Project Management
Professional (PMP) | **PMI**

Professional Engineer (P. Eng)
PEO



Jawad Uppal

Project Manager

Jawad Uppal is a seasoned nuclear industry professional with more than 15 years of experience delivering complex engineering, construction, commissioning, refurbishment, and capital project programs within highly regulated environments. As a Professional Engineer (P.Eng.) and Project Management Professional (PMP), he brings a proven track record of leading multidisciplinary teams, managing critical stakeholder relationships, and successfully executing large-scale projects across the nuclear power sector.

In his role as **Project Manager at ODIN EPC**, Jawad leads the planning, execution, and delivery of complex engineering and EPC projects, leveraging his extensive background in nuclear operations, plant modifications, commissioning, and project controls. He serves as a trusted advisor to clients and project stakeholders, ensuring project objectives are achieved while maintaining the highest standards of safety, quality, regulatory compliance, cost control, and schedule performance.

Prior to joining ODIN EPC, Jawad held engineering and leadership positions with Fronex A/DE, Kinetrics, Bruce Power, Ontario Power Generation, and AREVA NP. Throughout his career, he has supported some of North America's most significant nuclear initiatives, including the Darlington Refurbishment Program, Bruce Power fleet modernization and restart projects, major station modification programs, turbine generator refurbishment activities, and nuclear quality assurance and compliance initiatives.

Jawad's expertise spans project management, engineering leadership, commissioning, construction management, engineering change control, contract administration, outage execution, configuration management, quality assurance, and regulatory compliance. He has successfully managed multimillion-dollar projects and portfolios while coordinating diverse stakeholder groups across engineering, operations, maintenance, procurement, construction, and regulatory organizations.

Jawad holds a Bachelor of Engineering in Nuclear Engineering and is currently pursuing a Master of Science in Cybersecurity Studies. His combination of technical expertise, project leadership, and operational experience makes him an asset to clients seeking successful delivery of critical infrastructure and nuclear energy projects.

ODIN EPC, INC 2 HIGHWOOD DRIVE, SUITE 204, TEWKSBURY, MA 01876

Experience

ODIN EPC
(2022-Present)
Director – Engineering & Design
Director – Design Services

CHI Engineering
(2014-2022)
CAD Administrator
CAD Designer
CAD Drafter

Alliant
(2012-2013)
CAD Drafter

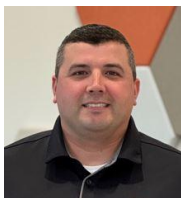
Education



New Hampshire Technical Institute
Associate of Science
Architectural Engineering

Certifications

CADworx Plant
CADworx Structure
CADworx Smart P&ID
CADworx Spec Editor
Navisworks Manage



Brad Arsenault

Director of Engineering & Design

Brad is the Director of Engineering & Design at ODIN EPC with over 10 years of experience in the Oil and Gas industry. Brad is a key leader in the execution of projects providing QA/QC standards and consistent processes to all the engineers and designers at the company. Additionally, he provides excellent customer service as a project manager on complex projects.

At ODIN, Brad has managed, engineered and constructed many projects for utility clients mostly with focus on natural gas transmission and distribution as well as liquefied natural gas (LNG) storage facilities. Recently he has been the project manager for the PSEG Hamilton Regulator Station Upgrade project where ODIN provided engineering & design, procurement and construction oversight services. Brad has been instrumental in the successful execution of this project actively collaborating with the client's project manager. Previously as the Director – Design Services, he implemented tools and procedures to ensure the quality of project deliverables and ensuring that they follow clients' specifications and standards. During this time Brad would work closely with engineering and construction teams to develop specifications, detailed designs, fabrication packages, QA/QC packages and standard procedures.

Brad holds an Associate of Science degree in Architectural Engineering from the New Hampshire Technical Institute. Past technical training includes CADworx Plant, Cadworx Structure, Cadworx Smart P&ID, Building Specs and Fabrication Isometric training.

Experience

ODIN EPC

(2026-Present)
Senior Project Manager

Avangrid/Berkshire Gas Co.
(2024-2026)
Project Manager

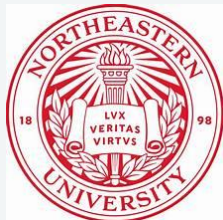
Hudson Municipal Light Plant
(2023-2024)
Principal Engineer

Eversource
(2021-2023)
Project Manager (LNG & LPG)

National Grid (Gas)
(2013-2020)
Project Engineer
Project Manager (LNG)

Taunton Municipal Light Plant
(1998-2013)
Various Engineering &
Operations Positions

Education



Northeastern University
Bachelor of Mechanical
Engineering Technology

Certifications

Programmable Logic Controllers

Certified Weld Inspector (CWI)

ISA Certified Instrument and
Controls Technician

Level III NDE Inspector



Craig Fonseca

Senior Project Manager

Craig is a Senior Project Manager at ODIN EPC with over 30 years of experience in the energy industry. His early career was hands-on, providing a strong technical foundation that has shaped his effectiveness as a project management leader.

Throughout his career, Craig has contributed to a wide range of projects within the utility industry, including nuclear, oil-fired, and gas-fired combined-cycle power plants. Craig's nuclear experience includes performing nuclear analysis using EPRI CHECWorks to model high-temperature water systems for piping degradation at the Diablo Canyon Nuclear Power Plant. His work also includes supporting retrofit activities utilizing in-situ pipe coating for the service water piping systems at Millstone Unit No. 1.

Craig has extensive experience in the inspection and repair of pressure vessels and mechanical systems, including boilers, piping, deaerators, and turbines at oil- and gas-fired power plants across the United States. He has performed code-compliant reviews and updates on gas turbines utilizing GE70 and GE90 programmable logic controllers (PLCs) and associated auxiliary equipment.

Most recently, Craig managed the design, procurement, and construction of a \$5 million LNG control room at an existing LNG peak-shaving facility. In addition, he oversaw and actively participated in the design and installation of district regulator and gate stations. Prior to this, Craig served as a Project Engineer and Project Manager at National Grid, where he managed the design and construction of a \$120 million liquefied natural gas (LNG) facility expansion project. He led LNG and LPG system design and the rebuild of an LNG peak-shaving plant, resulting in operational oversight of two LNG plants and one liquid propane facility.

Craig holds a Bachelor of Science degree in Mechanical Engineering Technology from Northeastern University. His technical training includes PLC systems and is a certified weld inspector (CWI) and is ISA certification as an Instrumentation and Controls Technician.

Experience

ODIN EPC

(2024-Present)
Lead Mechanical Engineer
Sr. Mechanical Engineer

Sanborn Head & Associated, Inc.

(2022-2023)
Project Manager

Weston & Sampson Engineers

(2020-2022)
Sr. Project Engineer

Dominion Energy

(2016-2020)
Engineer III

PACT Engineering

(2015-2016)
Sales Engineer

Trilogy Energy Corp.

(2013-2015)
Project Engineer

Consultant

(2010-2013)
Project Engineer

Education

University of Calgary

Bachelor of Science
Mechanical Engineering

Memberships

Professional Engineer,
Association of
Professional Engineers
and Geoscientist of
Alberta (APEGA)



Christine Dabit, P. Eng.

Lead Mechanical Engineer

Christine is the Lead Mechanical Engineer at ODIN EPC and a professional engineer in Alberta, Canada with over 15-years of engineering, consulting and project management experience on midstream and downstream oil and gas projects. Her experience spans the engineering and design and project management of compressor station, metering & regulating station, pipeline, gas distribution and liquefied natural gas (LNG) projects.

At ODIN, Christine is providing project management, project engineering and mechanical engineering on natural gas metering & regulating, LNG and CNG projects. Her project management skills include project controls, project reporting, budget controls, loading manpower hours, and cash flow management. Christine has managed multidisciplinary teams and is exceptional at all stages of engineering design from concept through operations hand off. Her technical experience has included preparing technical reports, calculations and recommendations to meet codes and standards for projects.

Her most recent experience at ODIN has included roles as the lead mechanical engineer for the rebuild of a major gate station for PSEG, project manager for the modifications to multiple district regulator stations for Eversource, the lead mechanical engineer for the modifications to the inlet piping system at the Northeast Energy Center LNG facility, and the project engineer and lead mechanical engineer for the upgrades to a CNG fueling station for the University of New Hampshire. While at Weston & Sampson, Christine was the project manager for design of the gas main replacement program for Liberty Utilities (MA) and the project engineer for the design of the over-pressure protection on the outlet of the Holyoke Gas & Electric LNG facility. At Dominion Energy, she managed third party engineering firms, inspectors, and construction contractors while collaborating daily with various internal stakeholders.

Christine holds a Bachelor of Science degree in Mechanical Engineering from the University of Calgary and supports the APEGA as a member.

Experience

ODIN EPC

(2025 - Present)
Lead Electrical Engineer

Iroquois Gas Transmission

(2022-2025)
Electrical and Controls
Engineer

NEL Hydrogen

(2021-2022)
Electrical Engineer

Circuit Breaker Sales Northeast

(2017-2021)
Electrical Engineer

Specialty Printing

(2015-2017)
Industrial Maintenance Tech

Sonner & Associates, Inc.

(2013-2014)
Electrical Supervisor

Education



University of Bridgeport Bridgeport, CT

BS, Electrical Engineering

Certifications

Engineer-in-Training (EIT)



Matthew Moran, EIT

Lead Electrical Engineer

Matt is the Lead Electrical Engineer at ODIN EPC, with over 10 years of extensive experience from the oil and gas, hydrogen and power utility sectors. He has a proven ability to troubleshoot complex electrical issues on-site and a strong background in motor control center design including remanufacturing of existing equipment, design of DC emergency power control cabinets for utility customers, knowledge and use of Allen Bradley PLCs and Bristol RTUs, and implementation of engineering tags in regard to SCADA systems.

At ODIN, Matt is responsible for leading the electrical engineering activities related to design, construction, operation, and maintenance of facilities and equipment involved in the extraction, processing and transportation of natural gas. Matt provides technical expertise, manages projects teams and ensures adherence to industry standards. He also mentors junior engineers, collaborates with other disciplines, and oversees project team coordination. As an Electrical and Controls Engineer, Matt has a proven track record of success at companies like Iroquois Gas, NEL Hydrogen, and Circuit Breaker Sales Northeast. He specializes in motor control design and assembly, CAD-based schematic and drawing creation, and equipment testing and troubleshooting. His experience also includes overseeing extensive electrical power distribution upgrades for the entire Iroquois Gas pipeline, which stretches from the Canadian border to New York and Connecticut.

Matt holds a Bachelor of Science degree in Electrical Engineering from the University of Bridgeport, CT. He passed his FE Exam in April 2023, obtained his EIT and is working towards getting his PE.

Experience

ODIN EPC
(2007-Present)
Senior Civil Engineering
Technician

**Lewis Builder's
Development**
(1989-2007)
Project Manager

Education



**New Hampshire
Vocational Technical
College**

Associate's degree
Applied Science
Land/Construction
Surveying
Water Purification

Certifications

OSHA 30
American Red Cross
Adult First Aid/CPR/AED



Chris Frey

Senior Civil Engineering Technician

Chris Frey is a Senior Civil Engineering Technician at ODIN EPC with over 30 years of survey and land development experience with the last 17 years of experience in the natural gas industry, all with ODIN, having joined the company in 2007.

At ODIN, Chris has been part of the civil engineering and construction group supporting site supervision, survey, and engineering & design services for many clients. His responsibilities have included site evaluation, design, surveying, coordination with subcontractors, and construction field services for ODIN's natural gas and LNG projects. Chris' past experience has included project management and regulatory approval procurement from local, state, and federal agencies working as the Planning Department Manager at Lewis Builders Development, Inc.

Chris holds an Associate's degree in Applied Science for Land/Construction Surveying and Water Purification from New Hampshire Vocational Technical College, and is a licensed septic system designer in the state of New Hampshire.

Experience

Stephens Associates
Consulting Engineers

Education



Cornell University
Master of Science Degree
Civil (Geotechnical)
Engineering

Cornell University
Bachelor of Science
Degree
Civil Engineering

Certifications

Professional Engineer
MA, CT, RI, NJ, DE, PA,
NY



James E. Turner, PE
Senior Engineer

James is a Senior Engineer and Project Manager with expertise in diverse infrastructure projects across the Northeast, encompassing structural, geotechnical, and hydraulic engineering. He has successfully completed projects for private and public entities including natural gas facilities, buildings, dams, riverine and coastal infrastructure, reservoirs, airport terminals, transportation projects, schools, apartment complexes, cellular towers, warehouses, pipelines and other structures.

James specializes in designing foundations, retaining walls, and dam rehabilitations, while also conducting thorough site evaluations and subsurface explorations. His comprehensive experience extends to construction oversight, including bid administration, contractor selection, and project management, and he has conducted advanced research on pipeline behavior in soil.

James holds a Bachelor of Civil Engineering and a Master of Civil (Geotechnical) Engineering Degree from Cornell University in New York. He is a Licensed Professional Engineer (P.E.) in Massachusetts, Connecticut, Rhode Island, New Jersey, Delaware, Pennsylvania, and New York.

Experience

ODIN EPC
(2025-Present)
Process Engineer

Air Liquide
(2023-2025)
Product Supply
Manager/Process Engineer
Strategic Operations
Project Intern

Cheniere
(2022)
Process Services Intern

Education



**The University of Texas
at Austin**
Bachelor of Science
Chemical Engineering

Certifications

Google Analytics



Arianna Lim

Process Engineer

Arianna is a Process Engineer at ODIN EPC with experience in optimizing and increasing the reliability of process system operations at liquefied natural gas (LNG) and industrial gas production facilities.

At ODIN, Arianna is providing process engineering and design for natural gas and LNG projects such as developing process flow diagrams, piping & instrumentation diagrams, and preparing valve lists and process equipment data sheets. Prior to joining ODIN, Arianna worked as a Product Supply Manager and Process Engineer at Air Liquide in Houston, TX where she was responsible for a number of initiatives that resulted in the optimization of processes and operations reliability improvements for industrial gas production. As an intern at the Cheniere LNG marine terminal in Cameron, LA, Arianna performed process system optimization studies and led process safety initiatives.

Arianna holds a Bachelor of Science degree in Chemical Engineering from The University of Texas at Austin.

Experience

ODIN EPC
(2024-Present)
Senior Designer

Jacobs
(2019-2024)
AutoCAD Designer

Watermark
(2019)
CAD Designer

Northstar Industries
(2000-2018)
Lead Civil Designer

Education



ITT Technical Institute

Associate of Computer
Drafting & Design Degree



Casey Maguire
Senior Designer

Casey is a Senior Designer at ODIN EPC with over 24-years of experience in the natural gas and civil engineering industries. She has extensive AutoCAD design experience using 3D software for the development of civil and piping plans for natural gas, liquefied natural gas (LNG) and ports and marine projects.

At ODIN, Casey is using her expertise to lead the civil and piping design of natural gas metering & regulating station, LNG and other energy projects. Her most recent experience at Jacobs included the preparation of civil and structural CAD plans for pier, seawall, breakwater, bridge and boat ramp projects. Additionally, Casey was the CAD Resource Manager, managing six (6) other CAD drafter/designers. Her previous experience with the Company consisted of preparing site plans, grading & drainage plans, foundation plans and yard piping layout plans for metering & regulating station and LNG projects as well as linear alignment layout for pipeline and gas utility projects. Casey was also instrumental in developing CAD standards for the Company.

Casey holds an Associate of Computer Drafting and Design degree from ITT Technical Institute-Boston.

Experience

ODIN EPC

(2026-Present)
Senior Piping Designer

Sanborn Head & Assoc.

(2022-2026)
Piping Designer

UOP-Honeywell

(2012-2022)
Piping Designer

United Conveyor

(2002-2012)
Piping Designer

Arrow Pneumatics

(1999-2002)
Mechanical Designer

Webtron

(1998-1999)
Construction Technician

Certifications

Society of Piping Engineers and Designers

Professional Piping
Designer (PPD)

Six Sigma - Green Belt



Jim Kronvold

Senior Piping Designer

Jim is a Senior Piping Designer at ODIN EPC with over 26-years of experience designing piping and mechanical systems for the petrochemical, oil and gas, and fossil power industries. He has extensive experience in the use of AutoCAD, Plant 3D, CADWorx, Inventor, and AutoPlant software.

At ODIN, Jim is using his expertise to perform the piping design on natural gas metering & regulating station, LNG and other energy projects. His most recent experience at Sanborn Head and Associates consisted of the development and design of piping systems for new installations and retrofits to LNG storage facilities and gate stations. Additionally, Jim performed site visits performing 3D scans and verifying existing and installed piping systems. Jim's previous experience at UOP-Honeywell consisted of completing designs for skidded and modular gas processing equipment for hydrogen purification. He also acted as the local CAD administrator for CADWorx plant software while at UOP-Honeywell.

Jim holds a Professional Piping Designer (PPD) certification from the Society of Piping Engineers and Designers as well as a Six Sigma Green Belt certification.

Experience

ODIN EPC
(2020-Present)
Director – Operations
Manager – Contracts &
Procurement

Rick Alex Home Repair
(2013-2020)
Owner

Buffalo Wire Works
(2011-2013)
Chief Operating Officer

Veolia
(2001-2011)
Director Finance and
Procurement

Education



Merrimack College
Certificate
Materials Management

Certifications

CPIM



Rick Alex

Director – Operations

Rick is Director - Operations at ODIN EPC with over 35 years of experience in the manufacturing and energy industries. Rick's support is key to the successful execution of natural gas and liquefied natural gas (LNG) facility projects.

At ODIN, Rick oversees the accounting/finance, procurement, contracts, project controls and administrative activities for the company. His experience has included consulting for major suppliers to the aerospace industry, capital equipment manufacturers, and global energy providers including General Electric, Ametek, Gerber Scientific, Suez, Johnson Controls and Veolia. Past roles included finance and procurement oversight, operations management and manufacturing management. He brings significant experience in accounting, purchasing, contract management, negotiations, facilities management, fuel procurement and operations management to ODIN's team.

Rick holds a Certificate in Materials Management from Merrimack College and a CPIM certification.

Experience

ODIN EPC

(2026-Present)
Manager, EPC & Construction Services

AmCon

(2025-2026)
Project Manager
Superintendent

Arcadis

(2022-2025)
Construction Manager
Superintendent

Liberty Utilities

(2020-2022)
Facilities Maintenance Tech

Storti

(2019-2020)
Gas Operations Field
Inspector

Northstar

(2011-2019)
Manager, Fabrication &
QAQC

QAL

(2006-2011)
NDT Technician

Education



Manchester Community College

Associate of Applied Science
Welding Technology

Certifications

AWS CWI
AMPP Coating Inspector
ASNT IRRSP
NDE Level II – RT, MT, PT &
UT Thickness
OSHA 30
Massachusetts CSL



Shaun Fresia

Manager, EPC & Construction Services

Shaun is the Manager of EPC & Construction Services at ODIN EPC, bringing more than 15 years of experience in the oil and gas industry. In this role, he serves as a key leader in the execution of all construction projects, ensuring the implementation of consistent standards and best-practice processes across the organization. He works closely with project and construction managers to promote efficiency, quality, and safe project delivery.

In addition to his leadership responsibilities, Shaun actively supports numerous projects as a project manager, where he is recognized for delivering strong customer service and maintaining productive client relationships.

Shaun holds an Associate of Applied Science degree in Welding Technology from Manchester Community College. His technical training includes radiographic testing and film interpretation, magnetic particle testing, dye penetrant testing, ultrasonic thickness testing, visual examination and coating inspection, as well as Massachusetts construction code training.

Experience

ODIN EPC
(2010-Present)
Senior Engineering Tech.
Safety Manager

Education



UMass Dartmouth
BS, Marine Biology

Certifications

OSHA 30

OSHA HAZWOPER 40

Competent Person
Trenching and Excavation

American Red Cross
Adult First Aid/CPR/AED



Mark Czarnowski

Senior Engineering Technician/Safety Manager

Mark is a Senior Engineering Technician and Safety Manager at ODIN EPC with over 15 years of design and safety management experience in the natural gas industry. Mark has been part of the engineering & design group at ODIN supporting civil and piping designs as well as performing site supervision for many clients.

At ODIN, Mark is responsible for overseeing everyday safety operations for ODIN's main offices and all active job sites. He works closely with the client's safety leadership and personnel to develop and implement policies and procedures for each customer and project. Compliance is his top priority. Mark is responsible for developing, reviewing, and revising corporate Safety Plans and Project Specific Safety Plans (PSSP) according to OSHA, Federal, State, and client project standards and regulations. Mark maintains all historical safety documentation, monitors project sub-contractors, tracks ODIN's safety statistics, reports to leadership, and posts ODIN safety data as required. Among Mark's responsibilities is to perform periodic and random audits at job sites as determined by the defined safety program. Under this task, Mark visits job sites to ensure all applicable safety policies are followed and all record keeping is in order. He is also first responder to support any necessary documentation of an incident and the appropriate reporting and follow up. This can include root cause analysis and investigation to help avoid any reoccurrence.

Mark holds a Bachelor of Science in Marine Biology from the University of Massachusetts at Dartmouth. He is trained in Bloodborne Pathogens and First Aid, CPR, AED by the American Red Cross, holds the Occupational Safety and Health Administration (OSHA) 30-Hour Construction certification, the OSHA HAZWOPER 40, and the OSHA Competent Person Training for Trenching and Excavation Safety.

QUALIFICATIONS

Stephens Associates Consulting Engineers, LLC (SA) provides insightful, cost-saving engineering solutions for natural gas facilities, buildings, bridges, dams, and other infrastructure from our locations in Wilmington, Massachusetts and Brentwood, New Hampshire. Since 1999, Stephens Associates Consulting Engineers, LLC has provided engineering/consultation in all New England states. Specializing in structural and geotechnical engineering, geology, hydraulics and hydrology of public and private sector facilities, our staff have experience on small- to large-scale projects on both the east and west coasts of the US as well as overseas. Our innovative designs are prepared to meet client's goals, reduce construction and maintenance cost, and meet regulatory criteria.

Our experience includes projects for national, state, and local public agencies, municipalities and private sector clients including evaluations of existing structures as well as design of new facilities. SA has served ODIN and their natural-gas clients with cost-saving solutions for structural, geotechnical, and civil engineering for more than 20 years.

SA has evaluated a variety of existing infrastructure supporting natural gas related facilities, such as existing buildings, concrete foundations and impoundments, and steel work platforms and other structures, and designed repairs, improvements, and modifications. We have geotechnically and structurally designed new concrete foundations for buildings, tanks, piping and valves, and various equipment such as vaporizers, coolers, heaters, scrubbers, filters/separators, odorant tanks, generators, etc. on numerous projects. We have also designed steel structures, such as ice shelters, framing supporting fire-resistant panels, temporary and permanent piping skids, and pipe bridges, etc. for metering and regulating stations, LNG facilities, and other natural-gas sites.

We have evaluated subsurface conditions and developed geotechnical recommendations and designs for numerous natural-gas metering and regulating facilities, as well as other infrastructure. We have designed shallow and deep foundations, evaluated and designed cut slopes in soil and rock, measures to reduce station settlement over soft soils such as lightweight foam fill, and developed alternatives to reduce geotechnical risks and save clients money. We have evaluated and designed site stormwater management facilities and assisted with presentations to public boards during permitting review.

We are certified as a Woman-owned Business Enterprise (WBE) and Disadvantaged Business Enterprise (DBE) in Massachusetts, New Hampshire, Maine and Vermont.

STATEMENT OF CAPABILITIES

LIQUEFIED NATURAL GAS (LNG)

Specialty Engineering + Consulting Services



PREPARED BY

Bryant Hendrickson, PE, CFEI
8830 Stanford Blvd., Suite 200
Columbia, MD 21045

bryant.hendrickson@jensenhughes.com
+1 443-258-9827



JENSEN HUGHES

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LNG Facilities

Risk associated with LNG facilities can be reduced through process safety, risk analysis and industrial fire protection. Safety and risk management must align with operations, as service interruptions can be costly and devastating to communities and businesses.

HOW WE HELP OUR CLIENTS SOLVE THEIR TOUGHEST CHALLENGES

We offer comprehensive risk-informed engineering services for LNG facilities, including process hazard analysis, facility siting studies, fire protection evaluations, and tailored risk reduction strategies. Our expertise helps clients navigate complex regulations while optimizing safety and operational efficiency in LNG projects.

Specializing in LNG

Our staff have extensive experience with exports, peakshavers, bunkering operations, back-up power supplies, small-scale LNG facilities, and other LNG applications. We specialize in ensuring that our clients understand the requirements at the Federal, State and local level, as well as recognized and generally accepted good engineering practices. Our staff understands that the unique layout, selection of pretreatment and liquefaction technologies, and overall capacity varies from facility to facility, and warrants a site-specific assessment. **We actively participate in NFPA 59A and ISA 84 committees that shape the codes and best practices at the core of your fire protection system designs.**

Performance-Based Solutions

We offer comprehensive safety and risk engineering services for LNG facilities. This includes identifying potential risks and hazards associated with LNG production, storage, and transportation. Our team of experts utilizes risk-informed, performance-based solutions to streamline the path to production while mitigating operational hazards. We work to ensure a safe and efficient operating environment, giving clients the confidence to achieve smooth startup and maximize production. We also have the hazard modeling tools and expert users necessary to make data-driven design decisions and optimization.

Regulatory Compliance Support

With our extensive knowledge of industry regulations and standards, Jensen Hughes offers regulatory compliance support for LNG facilities under the jurisdiction of the Federal Energy Regulatory Commission (FERC), Pipeline and Hazardous Materials Safety Administration (PHMSA), as well as state and local fire marshals. We work with clients to navigate the complex regulatory landscape, ensuring that all aspects of the facility's operations meet or exceed required standards. Our solutions go beyond simply explaining the regulatory requirements; we work with clients to achieve compliance through the implementation of effective systems and processes.

LNG Solutions

Our team provides specialized fire protection engineering services. This involves developing and implementing fire safety systems and procedures specific to the unique challenges posed by LNG. Our approach includes conceptual planning, advanced hazard modeling, detailed design, construction support, commissioning, and existing condition surveys. The goal is to create a cohesive fire protection design philosophy from concept to project execution that is feasible, practical, and goal-oriented.

FIRE PROTECTION PHILOSOPHIES DEVELOPMENT

Each fire protection philosophy is informed by applicable codes and standards, recognized and generally accepted good engineering practices (RAGAGEPs), insurance requirements, potential fire impacts and losses, and the client's risk tolerance. Rather than relying on generic or boilerplate documents, we tailor each philosophy to the unique conditions, operational expectations, and regulatory environment of the facility.

The resulting fire protection philosophy serves as a foundational document that guides all subsequent fire protection and life safety design decisions throughout the project lifecycle.

FACILITY SITING STUDIES

We perform LNG facility siting studies in accordance with NFPA 59A and, where applicable, PHMSA 49 CFR 193 Subpart B to evaluate potential hazard impacts and define exclusion zones. Services include detailed review of facility design documentation, assessment of credible failure scenarios, and application of advanced hazard modeling techniques.

Analyses may include vapor dispersion (flammable, toxic, and asphyxiation), thermal radiation (pool fires, jet fires, and fireballs), and explosion modeling (vapor cloud explosions, BLEVEs, and PVBs). These evaluations support the development and optimization of mitigation systems necessary to achieve regulatory compliance.

PROCESS HAZARD ANALYSIS (PHA)

Our certified PHA staff deliver comprehensive process hazard analysis services supporting LNG projects across all phases, including design, pre-startup, and re-validation. Certified facilitators lead structured, actionable PHA sessions and support documentation, tracking, and prioritization of findings to drive effective risk reduction and regulatory compliance. Our PHA services include:

- + Hazard Identification Studies (HAZID)
- + Hazard and Operability Studies (HAZOP)
- + Bow-Tie assessments
- + Layers of Protection Analysis (LOPA)
- + Safety Integrity Level (SIL) assessments and verification
- + Functional Safety Assessments (FSA 1, 2, and 3)
- + Management of Change (MOC) support
- + Pre-Startup Safety Reviews (PSSR)

Our approach produces consistent, defensible outcomes that integrate safety-in-design principles and support informed, risk-based decision-making.

NFPA 59A FIRE PROTECTION EVALUATIONS

All LNG facilities are required to conduct and maintain a current fire protection evaluation. We provide site-specific NFPA 59A fire protection evaluations to define the type and extent of fire protection systems required for LNG facilities. Our evaluations address facility-specific hazards, support regulatory compliance, and establish a clear technical basis for fire protection system design.

For new facilities, evaluations are commonly integrated with fire protection system design to maintain design intent and streamline project execution. For existing facilities, evaluations support system performance verification, operational understanding, and resolution of ongoing maintenance or compliance issues.

FIRE AND GAS DETECTOR MAPPING

We deliver fire and gas detector mapping services to evaluate and document the effectiveness of detection system coverage at LNG facilities. Our assessments focus on one of the most critical performance factors—detector coverage—ensuring that detection systems are appropriately designed to address the facility's specific hazards.

Based on facility size, layout, and hazard profile, our team performs either qualitative or quantitative fire and gas mapping analyses. For existing facilities, this service verifies that detectors are correctly located to identify the most likely and highest-consequence release and fire scenarios. For new facilities, we support optimized detector placement and counts to achieve effective coverage while avoiding unnecessary equipment.

Through fire and gas mapping, we help clients improve detection reliability, demonstrate system performance, and support compliance with performance-based design and regulatory expectations.



FIREWATER DESIGN

We design firewater systems at LNG facilities primarily to provide exposure protection. We apply a scenario-based approach to determine applicable heat loads and associated firewater demands. Our firewater design services include firewater tank and pump sizing, hydrant and monitor layout and specifications, fixed water spray and foam system design, and hydraulic calculations. We also support LNG facilities with limited or no firewater availability, where protection strategies rely more heavily on alternative or passive fire protection methods.

FIRE MODELING

We use standard setback distances and hand calculations as initial screening tools; however, we often apply more detailed fire modeling to support performance-based design. We utilize both 2D and 3D fire modeling techniques to achieve a level of rigor appropriate for each project. These analyses provide a technical basis for key design decisions, including equipment spacing, firewater demand, and the extent of fireproofing. Optimized fire modeling supports efficient system design while reducing installation costs and long-term maintenance requirements.

FIRE EXTINGUISHING SYSTEMS

Fire extinguishers are commonly used at LNG facilities; however, many facilities also utilize skid-mounted dry chemical systems and clean agent fire extinguishing systems. Our fire extinguishing system services address system applicability, effectiveness, and the need for automatic response based on facility hazards, risk profile, and operational requirements.

FIREPROOFING AND CRYOGENIC SPILL PROTECTION

Fireproofing is used to reduce firewater demand, address scenarios where firewater is ineffective, or provide passive protection. Protection extent may be defined using prescriptive criteria or performance-based design supported by fire modeling. While fireproofing may also serve as cryogenic spill protection, hazard areas and material ratings differ, requiring project-specific evaluation and material selection.

BUILDING DESIGN SERVICES

We provide fire and life safety design services for buildings located within LNG facilities, including:

- + Control rooms, offices, warehouses, and laboratories
- + Life safety analysis and code compliance
- + Fire suppression and fire alarm system design
- + Emergency communication system design
- + Hazardous materials code analysis
- + Special hazards system design

These services help reduce consultant interfaces, improve coordination, and streamline overall project delivery.

EXISTING CONDITION SURVEYS AND MASTER PLANS

We perform existing condition surveys and develop fire protection master plans to support aging LNG facilities and system upgrades. These services identify deficiencies, prioritize capital improvements, and coordinate upgrades with facility operations. Surveys are commonly aligned with updates to the NFPA 59A fire protection evaluation.



EMERGENCY MANAGEMENT AND RESPONSE

We provide emergency management and response services supporting preparedness, response, and recovery for LNG operations. Services include emergency response program development, brigade assessments, SOP development, training evaluations, pre-fire planning, and emergency drills—all aligned with NFPA and industry best practices.

Emergency Response Programs

- + NFPA 600 Program Development and Enhancements
- + NFPA 1500 & 1582 support for Industrial Fire Departments
- + Emergency Response Program effectiveness reviews
- + Cost benefit for brigade make-up and overall business impact

Emergency Response Readiness

- + Standard Operating Procedure Review & Development
- + Training Program Evaluation
- + Pre-Fire Planning
- + Emergency Response Drills



SOFTWARE CAPABILITY

We apply industry-standard software tools to support quantitative risk assessment, consequence modeling, functional safety compliance, and performance-based design. These tools enable consistent, defensible analyses aligned with API, NFPA and regulatory authority expectations.

This includes but is not limited to:

- + PHAST
- + PHA Works
- + FLACS
- + LNGFIRE3
- + Detect3D
- + Fire Dynamics Simulator (FDS)
- + exSILentia
- + HASS
- + PHA-Pro
- + AutoSPRINK



Our LNG Team Leaders



LNG TEAM LEADERS



KONSTANTINOS V. BELIVANIS, PHD

Senior Engineer

Kostas is a structural engineer specializing in engineering modeling and analysis of complex systems subjected to extreme loading. He supports the development of Finite Element models for structures under unconventional loads (earthquakes, fires, impacts and blasts). Kostas is proficient with the ABAQUS, ANSYS and LS-DYNA general-purpose finite element software packages. Kostas has been involved in projects ranging from Seismic Probabilistic Risk Assessment (SPRA) to Tornado Missile Impact Analysis and Structural Fire Engineering.



KEVIN COX, PE

Director, Senior Fire Protection Engineer

Kevin is a subject-matter expert for large-scale industrial projects involving all aspects of fire and life safety. He has substantial experience in the design and specification of a wide variety of fire protection systems as well as fire and hazard detection systems. Recent projects include numerous oil and gas facilities such as refineries, LNG peak shaving storage facilities, marine terminal facilities, and propane-air facilities. In addition to industrial projects, Kevin has extensive project experience related to commercial building and fire code compliance and life safety evaluations for many types of facilities. He has substantial field experience with the installation, inspection, and testing of a broad range of fire protection equipment and has participated in cause/origin fire scene reconstructions as part of ongoing litigation cases.



BRYANT HENDRICKSON, PE, CFEI

Market Leader, Oil + Gas

Bryant is a licensed fire protection engineer with 15 years of comprehensive experience across construction management, forensics, regulatory compliance, and consulting. Leads the industry in optimizing hazard detection and mitigation systems for petrochemical and energy projects through innovative solutions and a commitment to integrity. Expertise in forecasting resource requirements, optimizing personnel allocation and managing a diverse portfolio of projects. Dedicated to driving professional development initiatives and fostering growth within teams.

**TODD OLIVER, PE, CSP***Market Leader*

Todd is a licensed Fire Protection Engineer with experience in design and engineering for fire protection and safety. He has extensive experience in the design and construction of petrochemical and high hazard occupancies. Over the past 15+ years, he has designed a variety of active and passive fire protection and alarm systems for many types of industries. Prior to Jensen Hughes he worked for petrochemical engineering design and construction companies. Additionally, he worked as a Fire Protection and Safety Engineer at Johnson Space Center for five years, during which he developed specifications and system requirements per NFPA Code, IBC and NASA Standards. Currently, Todd is serving on the NFPA Code Committee for NFPA 30, Flammable and Combustible Liquids Code and NFPA 400, Hazardous Materials Code.

**TIMOTHY SHELTON, PE, FS Eng.***Senior Process Safety Consultant*

Tim specializes in Process Hazard Assessment in high hazard industries. His experience covers oil and gas processing (onshore and offshore), LNG, oil refining, pipelines, ammonia, steelmaking, semiconductor and power generation. He is a qualified PHA and LOPA Leader, completing an ICI accredited program in 2008. In 2014, he received certification as a Functional Safety Engineer from TUV Rheinland.

His career emphasizes safety-in-design for industrial processes, scenario-based risk assessment, and consequence analysis to facilitate risk-based decision making. His expertise includes HAZOP, LOPA, SIL assessment, SIL verification, and dispersion and consequence modelling using PHAST software. Tim has applied his expertise to help EPCs design and construct large export facilities both in the US and Qatar.

LNG Project Highlights



LNG Project Highlights

National Grid, Holtsville LNG Facility, Holtsville, NY

Fire Study Updates for Automated Emergency Shutdown (AESD) + Vapor Suppression Project

National Grid, Greenpoint LNG Facility, Brooklyn, NY

NFPA 59A Fire Protection Evaluation Update

Con Edison, LNG Storage Facility, Astoria, Queens, NY

Fire Alarm + Hazard Detection System Design Services

Eversource LNG Facility, Acushnet, MA

Fire Protection Engineering Design Services

Constellation Energy, Distrigas LNG Terminal, Everett, MA

Code Consulting Services

Dominion Energy, Cove Point LNG Plant, Lusby, MD

Fire and Life Safety Third-Party Plan Review and Inspection, Design Review + Commissioning Services

Berkshire Hathaway Energy, Towanda LNG Facility, Wyalusing, PA

Hazard Modeling, Code Review, Fire Alarm and Hazard Detection Design + Water-Based Fire Protection Analysis Services

Delmarva Power & Light Satellite LNG Facility, Wilmington, DE

Hazard Analysis, Fire Alarm Design, Hazard Modeling, Fire Life Safety + Code Consulting Services

Dominion Energy LNG Facilities, Virginia + North Carolina Sites

NFPA 59A Fire Protection Evaluation

Xcel Wescott LNG Facility, Inver Grove Heights, MN

Fire Protection Consulting Services/Gap Analysis

Jordan Cove Energy, Coos Bay, OR

Third-Party Engineering Support Services

Qatargas North Field East (NFE), Onshore LNG Facilities, Qatar

Hazard and Operability (HAZOP) Studies, Safety Integrity Level (SIL) Assignment and SIL Verification

QatarEnergy LNG, North Field South (NFS) Onshore LNG Facilities, Qatar

Hazard and Operability (HAZOP) Studies, Safety Integrity Level (SIL) Assessment and SIL Verification for EPC Phase

QatarEnergy LNG North Field West (NFW) FEED project, Onshore LNG Facilities, Qatar

Hazard and Operability (HAZOP) Study and preliminary SIL Assessment

Chiyoda (CCZJV) GPX Engineering, Golden Pass LNG Export Project, Sabine Pass, TX

Hazard and Operability (HAZOP) Studies, Alarm Rationalization (AR) Reviews, Safety Integrity Level (SIL) Assignment and SIL Verification

Contractor for ExxonMobil, Floating LNG Production Facility, Australia

Hazard and Operability Reviews (HAZOP)

Advanced Nuclear Materials Research Centre (ANMRC), Temporary LNG Line, Chalk River, ON

Consequence Risk Assessment

Eagle Mountain–Woodfibre Gas Pipeline (EGP) Project, Squamish + Coquitlam, BC

Fire Protection Engineering + Building Code Consulting Services

Port Edward LNG Facility, Vancouver, BC

Pre-FEED Validation + Preliminary Design and Basis of Design Review

Tamaska LNG Facility, Fort Nelson, BC

Consulting + Design Services / Adaptations from NFPA 59A to CSA Z276 Requirements

ExxonMobil Development Co., Offshore Platform, Canada

Process Hazard Analysis

ExxonMobil Offshore Platform (Mustang Eng for ExxonMobil)

Hazard and Operability Study (HAZOP)

BHP Billiton Shenzi Platform HAZOP Evaluation, Gulf of Mexico, TX

Hazard and Operability Study (HAZOP)

Riverdale LNG Facility Sendout Pump Replacement, Georgia, USA

Facility Siting Evaluation (FLACS and PHAST) per NFPA 59A and 49 CFR 193

New Energy Development Company, Conceptual Valdosta LNG Facility, Valdosta GA, USA

Facility Siting Evaluation (FLACS and PHAST) per NFPA 59A and 49 CFR 193

Alliant LNG Facility, Beloit, Wisconsin, USA

Facility Siting Evaluation (FLACS and PHAST) per NFPA 59A and 49 CFR 193

Firm Overview





SINCE 1939, WE HAVE DEDICATED OURSELVES TO FIRE PROTECTION ENGINEERING, INITIALLY IN THE UNITED STATES AND NOW WORLDWIDE.

Today, our expertise, commitment and passion extend across additional domains — including accessibility consulting, risk and hazard analysis, process safety, forensic investigations, security risk and emergency management as well as digital innovation across many of our services.

We help our clients face the most critical issues in our industry and world, including:

Critical Infrastructure Protection

As a strategic partner to global public and private enterprises with fixed asset portfolios, we help clients anticipate risks and take action before harmful incidents occur. We provide services for everything from interstate pipelines and mission-critical data centers to nuclear power facilities and government landmarks.

Environment, Communities + Standards

As an industry leader, we build a better world by providing innovative solutions for the most complex issues facing society. We assist wildfire risk, consult on energy storage system solutions, safely advance carbon-free infrastructure like nuclear power, and commercial workplaces, and strive to set an example in our industry for diversity, equity and inclusion.

Protecting People Before, During + After Crises

As experts, we protect people wherever they work, live or play. We uncover root causes, investigate structural defects and product failures, intervene when an employee poses a risk of violence, and champion new ways for police departments to answer the needs of communities.

Large-Scale Design + Construction

As a preferred partner to the most respected architectural and engineering firms in the world, we help bring to life the safest, most secure and most resilient infrastructure — like the tallest buildings, strongest dams and longest tunnels as well as new cities in emerging markets.

Industry Leadership

We have served on more than 450 committees for international standards-setting organizations and have been instrumental in the development and revision of safety codes. Through our client service, recruitment and training, we help drive the adoption of codes and standards worldwide.

Industry Leadership + Standards Development

Every year, we invest deeply in research and development at the forefront of safety, security and resilience issues. From in-house lab modeling and dust combustibility testing to automation machine learning and digital innovation, we are driven by our commitment to discovery and exploration in order to make the world a better place for all.

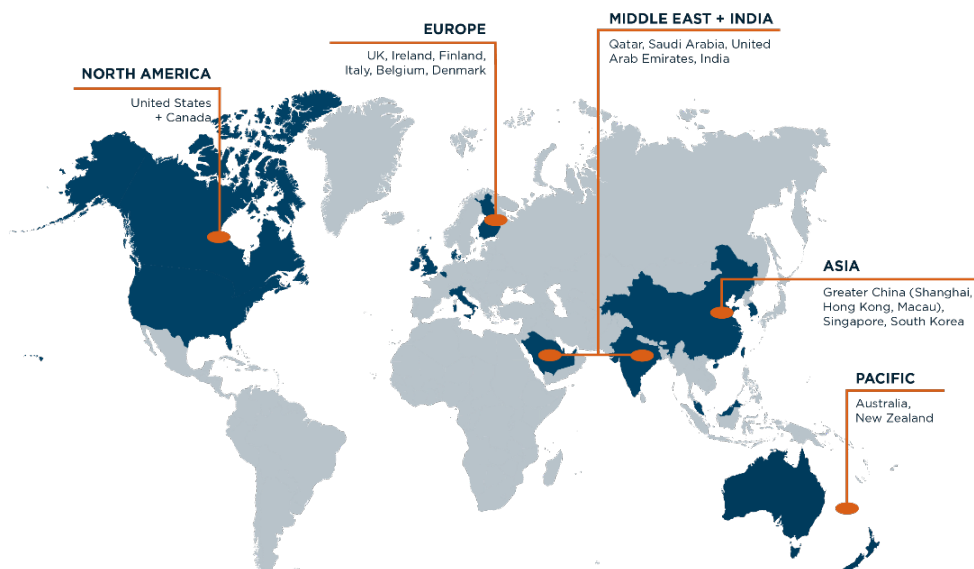
We also move our industry forward by actively participating in professional organizations and over 200 committees dedicated to the development and revision of safety codes and standards. We are founding editors of the Society of Fire Protection Engineers (SFPE) Handbook on Fire Protection Engineering and are contributors to this day. Our team supports industry policy and research through work with the Nuclear Energy Institute (NEI) and Electrical Power Research Institute (EPRI). We're also a training partner of the Automatic Fire Alarm Associates (AFAA) and instructors for the National Fire Protection Association (NFPA®) program.

ASSOCIATIONS + MEMBERSHIPS

- | | | |
|--|--|--|
| + National Fire Protection Association (NFPA) | + American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) | Construction Standardization (CECS) |
| + Society of Fire Protection Engineers (SFPE) | + ASIS International (ASIS) | + Hong Kong Institution of Engineers (HKIE) |
| + Center for Chemical Process Safety (CCPS) | + National Association of Fire Investigators (NAFI) | + Macau Institute of Engineers |
| + International Society of Automation (ISA) | + Joint Army-Navy-NASA-Air Force Safety and Environmental Protection (JANNAF) | + Korea Fire Facility Association (KFFA) |
| + International Code Council (ICC) | + World Organization of Building Officials (WOBO) | + Finnish Association of Civil Engineers RIL |
| + Institute of Electrical and Electronics Engineers (IEEE) | + Canadian Standards Association (CSA) | + Institution of Fire Engineers (IFE) |
| + Underwriters Laboratory (UL) | + Canadian Commission on Building and Fire Codes (CCDFC) | + British Standards Institution (BSI) |
| + Fire Protection Research Foundation (FPRF) | + Accessibility Standards Canada (ASC) | + Smoke Control Association (SCA) |
| + American Society for Testing and Materials (ASTM) | + Institution of Mechanical Engineers (IMechE) | + Italian National Unification (UNI) |
| + Automatic Fire Alarm Association (AFAA) | + Chartered Institution of Building Services Engineers (CIBSE) | + European Fire Sprinkler Network (ESFN) |
| + American Society of Mechanical Engineers (ASME) | + Technical Committee of Building Fire Safety, China association for Engineering | + International Water Mist Association (IWMA) |
| + American Nuclear Society (ANS) | | + Various Fire Inspector and Fire Chiefs Associations Nationwide |
| + American Institute of Steel Construction (AISC) | | + Society of Women Engineers (SWE) |
| + American Iron and Steel Institute (AISI) | | + Women in Nuclear (WIN) |

Global Reach, Local Presence

With more than 100 offices and 1,800 employees worldwide, we work as a global team to meet the needs of our clients wherever they are. In every market, our teams are deeply entrenched in local communities – enabling us to deliver solutions that meet the specific needs of our clients and the communities we serve.



An 80-Year History of Innovation

Jensen Hughes was launched in 2014 through the historic merger of Hughes Associates and Rolf Jensen & Associates (RJA), two of the most experienced and respected fire protection engineering companies at the time. Since then, we've expanded through strategic acquisitions, growing our global presence and service offerings. Through the integration of more than 30 engineering and consulting firms, our global reach has expanded significantly, establishing a market presence 7x larger than that of our closest competitor. Our legacy firms trace their origins back to 1939, a rich history that spans over 80 years of knowledge and innovation worldwide.





JENSEN HUGHES

jensenhughes.com | MAKING YOUR WORLD SAFE, SECURE + RESILIENT



S&ME Overview

S&ME is an employee-owned firm driven by expertise in geotechnical engineering, permitting (environmental and non-environmental), construction services, and civil design. We take pride in the long-standing relationships we have built and remain committed to supporting the success of your projects, your team, and the communities we serve.

Our approach combines high-quality service with practical solutions that ensure safety, efficiency, and on-schedule results. Every challenge is an opportunity to apply our expertise, fostering progress with care, clarity, and dedication to your success.

Natural Gas Services - Facilities

S&ME is a diversified engineering firm that offers the supporting services required by natural gas companies to deliver their products to the market. With our understanding of the local regulatory environment and strong field presence, S&ME offers value to upstream, interstate, midstream and local distribution pipeline companies. Our project managers and staff are experienced and certified personnel who know how facilities need to be installed - quickly and cost effectively, without sacrificing safety, quality and compliance.

Customers benefit from S&ME's years of experience in siting, engineering, permitting, and providing construction services for natural gas facilities. The consulting support we deliver provides our clients with integrated, cost effective, and timely services which assist the owners in satisfying all of their permitting and engineering for facilities.

Our engineers and professionals provide civil design, environmental permitting, and non-environmental permitting to support the installation of facilities including meter & regulator stations, launcher / receiver stations, compressor stations, valve stations, interconnects, LNG facilities, and other appurtenances necessary for the transportation and distribution of natural gas.

Our geotechnical services personnel perform subsurface exploration, geotechnical assessments, foundation design, retaining wall design, and slope stability analysis to facilitate the design process.

Our construction services personnel provide a wide range of inspection, testing, sampling and verification services to support our clients, construction management personnel and other inspection staff. Construction services personnel are adaptable and provide years of construction experience to our customers.



& Environmental Services

- Environmental Assessments (EAs) and Environmental Site Assessments (ESAs)
- Legacy site assessment and remediation
- SPCC plans
- Stormwater pollution prevention plans
- Soil and groundwater assessments
- Asbestos testing of existing pipelines
- Natural and Cultural Resources



& Air and Noise Modeling and Permitting

- Regulatory compliance strategies
- Title V and PSD Permitting
- Air dispersion modeling
- Noise inventory development
- Greenhouse gas requirements and compliance for compressor stations

& Geotechnical Services

- Subsurface exploration
- Pad slope stability evaluations
- Geologic and hydrogeologic investigations
- Foundations
- Retaining wall design

The consulting support we deliver provides our clients with integrated, cost effective, and timely solutions for natural gas facilities.

& Civil Engineering / Permitting Services

- Facility pad design
- Access roads
- Impoundments
- Erosion and sediment control plan design
- NPDES inspections
- Stormwater management and hydraulic analysis
- Driveway permits
- Floodplain encroachments and permitting
- Site feasibility assessments
- Zoning and conditional use permitting

& Construction Services

- Construction materials testing
- Laboratory testing of soils and concrete
- Construction observation and certification reports
- NDE/NDT inspection
- Pavement evaluation
- Environmental inspections





Corporate Overview:

SCADA Network Services, Inc. is a provider of Control Systems Engineering and Technical Services to the Natural Gas Industry. Specialties include control systems for Liquefied Natural Gas and Propane Air Peak Shaving and Baseload Plants, Pipeline Measurement, Control and Monitoring Facilities, Underground Storage and Compression Facilities and Local Distribution Companies.

SCADA Network Services designs, installs, commissions and maintains complete Control Systems including Prefabricated Control Equipment Enclosures, Field Instrumentation and Wiring, PLC/RTU Programming, SCADA Network Development, HMI Development and Historical Data Archiving and Reporting.

SCADA Network Services, Inc. was formed in February 2006 to provide a wide variety of high-quality SCADA and Control Systems services to clients and customers primarily within the Natural Gas Industry. The primary focus of SCADA Network Services is to provide affordable, efficient and reliable Control Systems and SCADA solutions to the Natural Gas Industry.

SCADA Network Services as a company has been in business for twenty years with many years of experience in most facets of the Natural Gas and Control Systems Industry behind the company. Dan Joubert is the Principal Owner and Control Systems Engineer for SCADA Network Services, Inc. Dan has over thirty years of experience in the Control Systems/SCADA Industry along with over forty years of experience in the Natural Gas Industry.

SCADA Network Services, Inc. is located in Haverhill, MA, but provides services nationally.

SCADA Network Services has close ties to other Control Systems and General Engineering firms and through these relationships is able to provide a complete solutions within the Natural Gas Industry and especially Control Systems/SCADA needs.

Affiliations:

SCADA Network Services is an Authorized Service Provider (ASP) for Emerson RTU/PLC products and Transmitters and is a certified Systems Integrator (SI) for the Proficy/iFix/Historian SCADA/HMI Product Lines.

Hardware and Software Experience:

SCADA Network Services has worked with and is proficient with the following hardware and software:

Hardware

- Personal Computer
- Bristol 33XX RTU's
 - 3330 DPC
 - 3305 RTU
 - 3335 DPC

- Bristol ControlWave PLC's
 - ControlWave
 - ControlWave Micro
 - ControlWave Express
- Emerson FB3000 RTU's
- Allen Bradley PLC's
 - SLC
 - Control Logix
- Rosemount Smart Transmitters
- Rosemount Multi-Variable Transmitters
- Rosemount Trex Hart Communicator
- Bristol Transmitters
- Becker Control Valve Positioners
- Baluff Position Indication Transmitters
- Westlock Position Indication Transmitters
- Schafer Valve Operators
- Instromet Ultrasonic Meters
- Daniels Ultrasonic Meters
- Auto Adjust Turbine Meters
- Rotary Meters
- Orifice Plate Meters
- Positive Displacement Meters
- Daniels Gas Chromatograph
- Allen Bradley Gas Quality Transmitter
- Lamarche DC UPS
- Medor Sulfur Analyzer
- VSAT Communications
- Radio Communications
- Frame Relay Communications
- Cellular Communications
- Leased Private Line Communications
- Dial up Communications
- Ethernet/Fiber Optic Communications
- Serial Communications (RS-232/RS-485)
- Ethernet Routers, Switches and Hubs
- Digi Multiport Devices
- Maple Displays
- Mercury Correctors
- Fluke Digital Multi-meter
- Fluke Digital Calibrator
 - Pressure
 - Temperature
 - Differential Pressure
- Beta Tester Calibrator
 - Pressure
 - Temperature
 - Differential Pressure

Software

- Microsoft Windows 95, 98, NT, 2000, 2003, XP Operating Systems
- Microsoft Office
 - Word
 - Excel
 - Access
 - Power Point
 - Project
 - Outlook
- Other Microsoft Products:
 - Visual Basic
 - Visio
 - Front Page
 - SQL Server
- Macromedia Dreamweaver Web Page Design Software
- Macromedia Fireworks Graphic Design Software
- Bristol OpenBSI
 - Workbench
 - ControlWave Designer
 - Netview
 - OPC Client/Server
 - Object Server
 - Technician Toolkit
 - Web Access
- Emerson FBxDesigner
- Allen Bradley Software
 - RSLinx (Communications)
 - RSWorks (Programming)
 - RSView (SCADA Display)
- TurboCAD Design Software
- Rosemount MVT Configurator (Configuration Utility for Multi-Variable Transmitters)
- Instromet Uniform Software (Ultrasonic Meter Configuration Utility)
- Daniel MON (Daniel Gas Chromatograph Configuration and Troubleshooting Software)
- Proficy iFix (SCADA HMI Software)
- Prificy Historian (SCADA Data Logging and Storage Software)
- Wonderware In-Touch (SCADA HMI Software)
- Symantec PCAnywhere
- Symantec Norton Antivirus and Internet Security
- VNC Remote Access Software
- ModScan/ModSim Modbus Communications Protocol Testing Software

Projects:

Projects listed below are projects that SCADA Network Services is currently involved with or principals of SCADA Network Services were involved in the completion of the projects.

On-Going Maintenance and Support Services

Various Locations

SCADA network Services provides Maintenance and Support Services to multiple customers across the country.

These services include:

- Rapid Response to Emergency Control System Related Issues
- On-Site Annual health Checks on Existing SCADA/Control Systems
- Instrumentation installation, calibration, testing and troubleshooting support and assistance
- Control and SCADA System updates as needed
- Minor Additions/Deletions to existing facilities and SCADA/Control Systems
- Assistance with Instrumentation and Control Systems Design and Implementation
- Other services as deemed necessary or appropriate

LNG Peak Shaving Plant Control Systems Upgrade

Fitchburg Gas & Electric - Westminster, MA

At the request of the customer, SCADA Network Services replaced and relocated a Redundant ControlWave PLC with Remote I/O and an older version of Proficy iFix HMI/SCADA System with a new Redundant ControlWave PLC with Remote I/O and a new Proficy iFix HMI/SCADA System.

Included within this project was the expansion of the existing Remote I/O from a single Remote I/O Chassis to two Remote I/O Chassis and expanding the actual I/O count available for future expansion of the facility.

The existing local SCADA/HMI System was upgraded to current versions of iFix and Communication Software to enhance the operators' ability to understand and use Control System including more detailed screens and controls. The Local HMI system allows for the audible and visual display of alarm conditions thereby allowing the operator to respond to these alarms prior to the system getting out of control and potentially causing a shutdown or worse condition.

The Control System included both local and remote monitoring capabilities with all operational control performed locally. Included in the Control System were several PID Loops along with alarming and Emergency Shutdown functionality. The system controls

LNG Vaporization for peak shaving utilizing two vaporizers and two remote glycol heating loops. All measurement is performed locally in the PLC and data is displayed both locally on the Plant SCADA/HMI as well as at the Central Gas Control Center.

To add cyber security to the system, a secondary ControlWave Micro is connected to the Main Plant Control PLC using the Client/Server capabilities to effectively isolate the Plant Control System from the Central Gas Control Network.

Programming and Commissioning - LNG Peak Shaving Plant Expansion

Greenville Utilities Commission – Greenville, NC

SCADA Network Services performed PLC Programming, HMI Development, Remote View Capabilities and Historical Data Logging during the Expansion of an LNG Facility located in Greenville, NC.

The PLC Programming involved the configuration and programming of an existing ControlWave Redundant PLC to accept an additional Remote I/O Rack with multiple I/O Modules. This included integration of the new Remote I/O with the existing system to seamlessly tie-in with the existing control scheme.

The HMI Development involved reconfiguration of existing screens and navigation tools to enable the operator to clearly monitor and control the facility using a single screen while maintaining an accurate depiction of the facility.

The SCADA System utilizes Virtual Servers for the Primary and Backup SCADA Servers, Web Server for remote access and viewing and Historical Database Logging. Proficy iFix, IGD Driver, Webspace and Historian were all used in the development of the integrated Scada and Control System for the Plant. This SCADA System includes the ability for a local workstation to access the SCADA System and also connects to the overall Distribution System SCADA to allow for remote monitoring of the facility.

Programming and Commissioning – Transmission System Leak Detection system

Granite State Gas Transmission - Portsmouth, NH

SCADA Network Services developed a method to monitor the transmission system pipeline segments to provide rapid indication potential rupture or failure within a section of pipeline.

The design utilizes multiple RTU's and field devices along the transmission system to monitor for potential line breaks or ruptures and provides early warning of these conditions to the operator for rapid response as deemed necessary.

In addition to the potential detection of a failure or rupture of the pipeline, the system provides a means for the operator to remotely isolate a section of the pipeline in the event that an actual emergency situation exists.

Security has been built in to the program requiring dual factor authentication prior to any actions to isolate any segment of the pipeline. This dual factor authentication is generated at the RTU level and must be satisfied/verified prior to any remote action being taken on any valve along the pipeline.

Programming and Commissioning - LNG Peak Shaving Plant

City of Monroe, NC

SCADA Network Services performed PLC Programming, HMI Development, Remote View Capabilities and Historical Data Logging during the build of an LNG Facility located in Monroe, NC.

The PLC Programming involved the reconfiguration and complete reprogramming of an existing Allen-Bradley Control Logix PLC to adapt to the new functions and operating philosophy developed while rebuilding a previously used LNG Plant after relocation to the current location.

The HMI Development was a new system utilizing Virtual Servers for the Primary and Backup SCADA Servers, Web Server for remote access and viewing and Historical Database Logging. GE IP iFix, IGD Driver, Webspaces and Historian were all used in the development of the integrated SCADA and Control System for the Plant. This SCADA System includes the ability for two (2) local workstations to access the SCADA System via the Webspaces application for complete control access to the facility as well as an additional eight concurrent users to be able to remotely view the facility from within the City of Monroe network.

Local SCADA System Upgrade of LNG Peak Shaving Facility

Northern Utilities – Lewiston, ME

SCADA Network Services replaced an aging RTU Based Control System consisting of three Bristol 3330 RTU's and a command driven PC with a Bristol Redundant ControlWave PLC with Remote I/O and a new GE IP iFix HMI/SCADA System.

Included within this project was the conversion of the old 3330 RTU Programming to ControlWave Designer Programming including enhancing the ability to connect to and utilize the Graphical environment provided using the iFix HMI/SCADA Package.

A complete local SCADA/HMI System was developed using a combination of iFix and Bristol Software to provide the operators with an easy to understand and use Control System in place of the antiquated command driven system. Additionally, the iFix system allows for the audible and visual display of alarm conditions thereby allowing the operator to respond to these alarms prior to the system getting out of control and potentially causing a shutdown or worse condition.

The Control System included both local and remote monitoring capabilities with all operational control performed locally. Included in the Control System were several PID Loops along with alarming and Emergency Shutdown functionality. The system controls LNG Vaporization for peak shaving utilizing three vaporizers with a single remote glycol

heating loop for one of the vaporizers and integrated glycol heaters on the other two vaporizers. All measurement is performed locally in the PLC and data is displayed both locally on the Plant SCADA/HMI as well as at the Central Gas Control Center.

To add cyber security to the system, a secondary ControlWave Micro is connected to the Main Plant Control PLC using the Client/Server capabilities to effectively isolate the Plant Control System from the Central Gas Control Network.

Development of a new SCADA/Control System to integrate four companies into a single SCADA/Control System following a corporate merger.

Until Service Corporation – Portsmouth, NH

During and following the merger of three local distribution companies and one transmission pipeline, SCADA Network Services was tasked with developing a single SCADA/Control System to allow for the centralized monitoring and control of the combined company's natural gas systems.

A minimal SCADA System existed for the smallest of the four companies which was used as the starting point in development of the system to be used for the overall system. This system consisted of a simplistic iFix HMI system with little to no control capabilities.

SCADA Network Services installed a full-blown SCADA/Control System using GE IP iFix, GE IP Historian and Bristol Software.

The overall system encompassed eight Metering Facilities, two LNG Facilities, one LPG Facility and several District Regulating Stations from three different states which were all required to be monitored from a single centralized Gas Control Center.

A communications network was developed and implemented utilizing a combination of leased line telephone, frame relay circuits, satellite, radio and cellular communications infrastructure. Due to the multiple forms of communications, there were multiple polling rates requires as well as multiple communications port and lines within the SCADA System Network.

In development of the system a total of twenty display screens were developed and the navigation system that was implemented was a "Windows look and feel" system that allowed the Gas Controllers to click a menu button then click on the screen that they wanted to display.

Both audible and visual alarming parameters were developed to alert the Gas Controllers in the event that a potential issue was occurring somewhere within the overall Service Territory.

Automation of an LPG Peak Shaving Plant Control System

Fitchburg Gas & Electric – Lunenburg, MA

SCADA Network Services has extensive experience in the operations, control theories and communications required for the safe and efficient operation of LPG Peak Shaving Facilities.

SCADA Network Services designed, constructed and installed the Control System to allow for the automated operation of an LPG Peak Shaving facility for Unitil Corporation (d.b.a. - Fitchburg Gas & Electric Light Company) located in Lunenburg, MA.

The Project consisted of the complete replacement of an aging Control System that utilized primarily Relay Logic and Single Loop Digital Controllers as well as a Bristol DPC 3330 RTU and Local SCADA/HMI for process monitoring. The entire Peak Shaving process was manually controlled through the use of the aging Control System.

Project requirements included

- Complete replacement of the existing Relay Logic and Single Loop Digital Controllers with PLC Logic
- Integration of the Pipeline Gate Station data for flowing gas information as well as safety and security monitoring
- Integration of the LPG Plant Safety and Security Systems
- Installation and integration of an Inventory Control System for the six (6) on-site LPG Storage Tanks
- Fully automated set point control operation of the Peak Shaving Process including:
 - Propane Vapor Temperature Control
 - Propane Vapor Flow Control
 - Process Air Flow Control
 - Propane/Air - Natural Gas Mixing control to allow for the resulting mixture to be interchangeable with pipeline supplied natural gas
 - Alarming and Process Shutdowns based on operational and safety related constraints
- Local and Remote HMI/SCADA and Historical Data Archiving and Reporting
- Wide Area Communications



5. Billing Policy

General

This document contains the billing rates for ODIN EPC, Inc. (ODIN) and our policies regarding invoicing for subcontractors, materials and expenses proposed for this project. Billing rates are subject to change on an annual or more frequent basis to account for cost-of-living increases.

Unless otherwise specified, the rates in this document include all personnel and office associated overheads (employee benefits, workman's compensation, federal and state employment taxes, insurance, utilities, etc.) and profit margin.

Invoices are payable net 30 days after receipt of invoice.

Billing Rates

Personnel	Rate/Hour
Principal Consultant	\$250
Project Executive	\$235
Senior Project Manager	\$215
Project Manager, Project Engineer, Principal Engineer	\$195
Senior Engineer	\$180
Engineer, Senior Engineering Technician, Safety Manager	\$165
Staff Engineer, Lead Procurement/Project Controls, Assistant PM	\$150
Senior Designer, Engineering Tech., Procurement, Project Controls	\$125
Designer/Drafter, Engineering Co-Op	\$100
Administrative Assistant	\$85

Time spent traveling to and from a client's office or project site will be invoiced at the normal billable rate up to a maximum of 8-hours per day. Work, including travel time, performed during major holidays (New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, & Christmas Day) and Sundays, will be subject to a premium markup of normal billable rate plus 35%.



Vehicles & Equipment

When personal vehicles are utilized by ODIN employees for business travel, reimbursement will be at the current IRS rate. Rental vehicles and equipment including fuel will be invoiced at cost plus 10%. Receipts will be provided upon request.

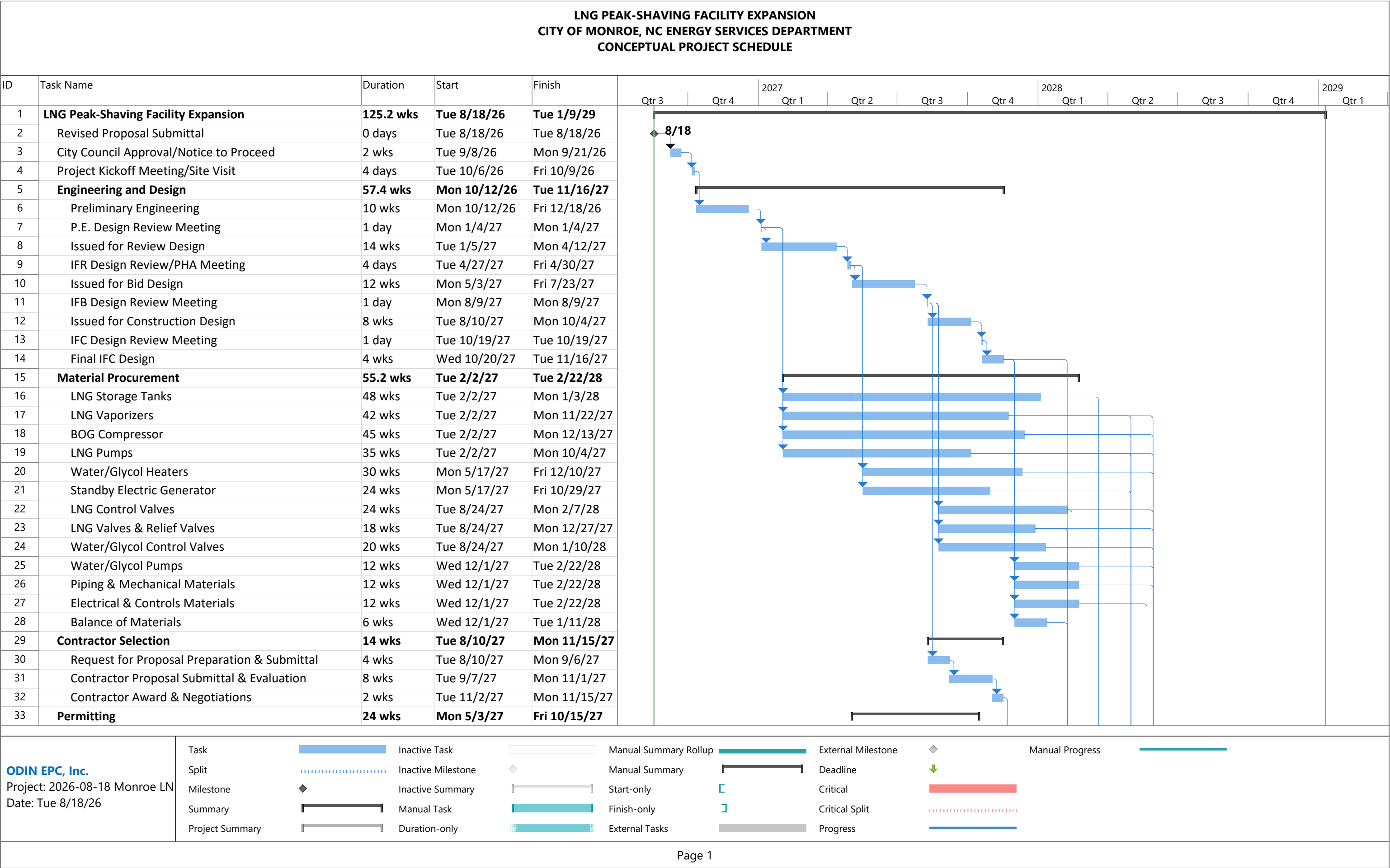
Subcontractors, Materials & Expenses

ODIN will invoice all subcontractors and materials at cost plus 10%. Business travel related expenses will be billed at cost. These expenses include airline tickets, parking, tolls, lodging expenses, and reasonable meal expenses, as applicable. Receipts will be provided upon request.

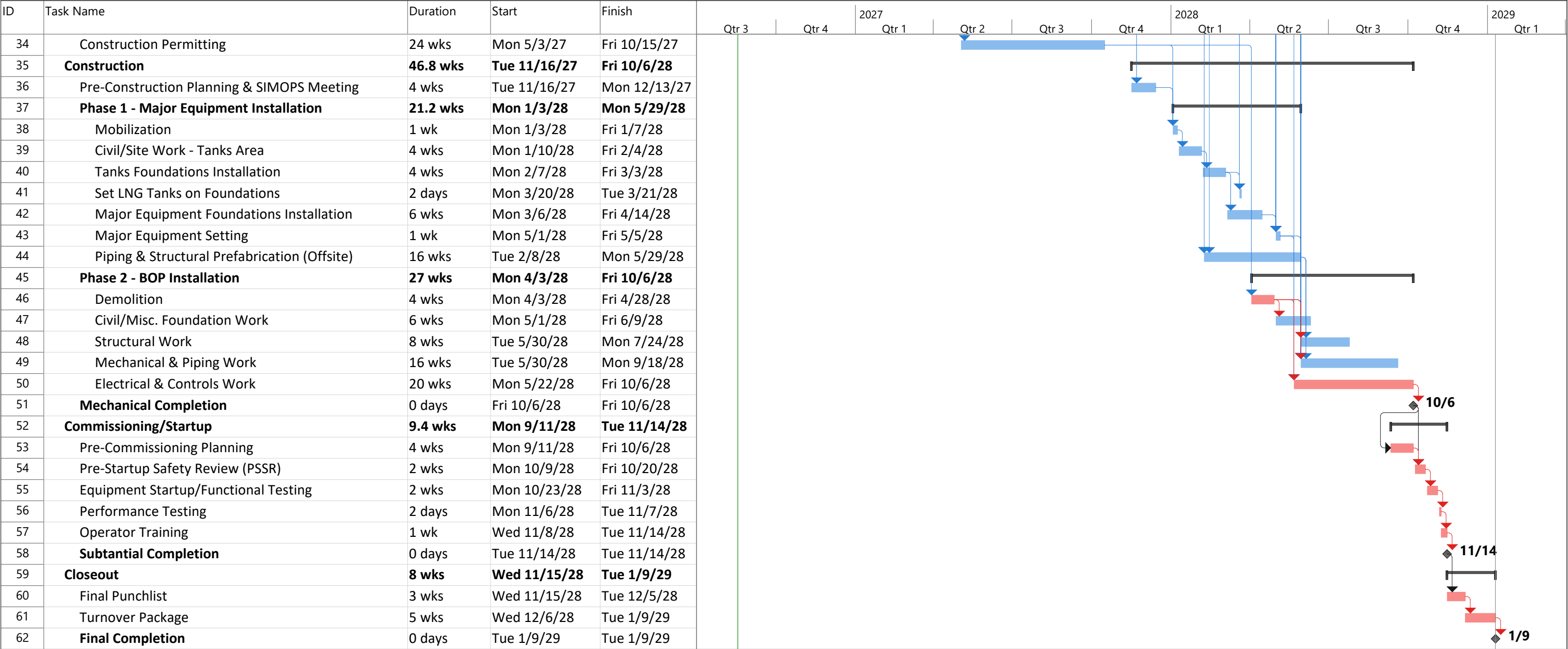


6. Project Schedule

Attached is ODIN's conceptual schedule for the full life cycle of the City's LNG Peak-Shaving Facility Expansion project. This schedule is based on our recent experience on similar scope of work projects. Based on this information, we are confident that the project can be completed and be ready for operations prior to the 2028-2029 winter season, but due to the lead time of the major equipment and the need for the facility to remain operational, especially for the 2027-2028 winter season, meeting the City's requested June 30, 2028 in-service date will be challenging. Currently, we are envisioning that civil and foundation work will be performed during the early winter (Q1) of 2027-2028 to accept the major equipment such as the LNG storage tanks, vaporizers, LNG pumps, water/glycol heaters, BOG compressor and standby generator. Prefabrication of process piping and structural components will be performed over the winter of 2027-2028 with the balance of plant construction (miscellaneous foundations, piping, electrical and controls work) occurring during the spring and summer of 2028 to support commissioning and start-up in the late fall of 2028. ODIN will collaborate with the City during the engineering & design phase of the project to strategize on procurement and construction sequencing and approaches to refine the project schedule.



LNG PEAK-SHAVING FACILITY EXPANSION
CITY OF MONROE, NC ENERGY SERVICES DEPARTMENT
CONCEPTUAL PROJECT SCHEDULE



ODIN EPC, Inc.
Project: 2026-08-18 Monroe LN
Date: Tue 8/18/26

Task		Inactive Task		Manual Summary Rollup		External Milestone		Manual Progress	
Split		Inactive Milestone		Manual Summary		Deadline			
Milestone		Inactive Summary		Start-only		Critical			
Summary		Manual Task		Finish-only		Critical Split			
Project Summary		Duration-only		External Tasks		Progress			

**CAPITAL PROJECT BUDGET ORDINANCE
LIQUEFIED NATURAL GAS FACILITY EXPANSION
BO-2026-17**

WHEREAS, the City Council has previously approved funding for the construction of the LNG Facility; and,

WHEREAS, Natural Gas LNG Facility Upgrades project (NG 2201) have been created to implement this expansion; and

WHEREAS, ODIN EPC best qualified firm with whom fair and reasonable compensation has been successfully negotiated and staff recommends awarding a contract totaling \$2,335,025 to cover engineering, design, procurement, and construction management services for this expansion; and

WHEREAS, additional funding totaling \$1,835,025 in the Natural Gas Utility is needed in the existing capital project. Natural Gas funding will be obtained through a transfer from the Natural Gas Fund reserves.

NOW, THEREFORE, BE IT ORDAINED that the City Council hereby transfers to the Natural Gas LNG Facility Upgrades project (NG 2201) and appropriates the following revenues and expenditures:

Natural Gas Fund:

Revenue:	
Appropriation from Fund Balance	\$1,835,025
Expense:	
Transfer to Natural Gas Project Fund	\$1,835,025

Natural Gas Capital Project Fund:

Revenue:	
Transfer from Natural Gas Fund	\$1,835,025
Expense:	
Project NG 2201 – LNG Facility Upgrades	\$1,835,025

Adopted this 8th day of September, 2026.

Attest:

Robert A. Burns, Mayor

Bridgette H. Robinson, City Clerk



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

PREPARED BY: Nelson Levine, Water Resources Civil Engineer I

SUBJECT: Outside City Service Requests

SUMMARY STATEMENT

Public Enterprise Committee (PEC) is requested to consider an outside City service request as described below. The parcel has not yet been assigned an address, but is located adjacent to 925 Village Lake Drive.

REVIEW

Water Resources (WR) Department Staff has received a request for outside City services as shown on the attachments and as follows:

1. Dale Manus is requesting City water and sewer service at Parcel: 09102004. He is looking to purchase this property and have it subdivided to build two separate homes for him and his daughter Jessica Taylor.

All outside City service requests that fall within the Town of Unionville jurisdiction require Town of Unionville approval per the Water and Wastewater Interlocal Agreement between the Town of Unionville and the City of Monroe. Additionally, both City Council approval, and Union County Board of Commissioner (UCBC) approvals are required pursuant to City Ordinances and the Water and Sewer Master Agreement with Union County. The Town of Unionville approved this request on August 13, 2026. The UCBC approved this request at their July 20, 2026 meeting.

As a matter of policy, outside city water and sewer customers pay double tap fees and double monthly customer base charges on their City accounts.

RECOMMENDATION

It is the recommendation of WR Staff that Public Enterprise Committee take the following action:

Staff recommends a motion to approve the request for outside City water service to Parcel: 09102004 and forward to City Council for consideration on the September 8th regular agenda.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

PREPARED BY: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

SUBJECT: Water and Sewer Extensions Policy Amendments

SUMMARY STATEMENT

Public Enterprise Committee (PEC) is requested to consider approval of amendments to the Water and Sewer Extensions Policy (WR-09).

The proposed amendments are the result of an extensive review of the existing policy by staff, the Public Enterprise Committee, and individual members of City Council. The revisions are intended to modernize the policy, clarify responsibilities for utility extensions, establish a more transparent process for identifying potential infrastructure agreements and City betterments, and ensure that City Council is informed of potential future infrastructure obligations during the annexation or development review process.

REVIEW

The City's Water and Sewer Extensions Policy establishes the framework for the orderly extension and installation of public water and sewer infrastructure and defines the respective financial and construction responsibilities of the City, property owners, and developers.

Under the direction of City Council, staff initiated a review of WR-09 to address areas of the policy that had become unclear or inconsistent with current organizational structure and utility practices. The policy has subsequently undergone multiple revisions and discussions, including review by the Public Enterprise Committee and additional review and comments from members of City Council.

A significant focus of the amendments is the relationship between annexation, development, infrastructure sizing, City betterments, and infrastructure agreements. Previous policy language

did not provide sufficient clarity regarding when the potential need for an infrastructure agreement should be identified. This created the possibility that an infrastructure agreement could be presented to City Council after an annexation or development had already been approved without Council having previously been advised that such an agreement could be necessary.

The revised policy establishes an earlier and more transparent review process. During consideration of a voluntary annexation or applicable zoning action, Water Resources will perform a preliminary infrastructure evaluation, to the extent practical based upon the information available. The evaluation will identify anticipated water and sewer infrastructure needs, potential City betterments or oversizing, and whether a future infrastructure or cost-recapture agreement may be applicable. This information will be provided to City Council as part of the annexation and/or development review.

The policy recognizes that detailed infrastructure agreements generally cannot be finalized during annexation or development review because developers typically have not completed the engineering, design, bidding, and other work necessary to establish final infrastructure requirements and costs at that stage. Accordingly, the revised process is intended to provide early disclosure rather than premature financial commitment. Any subsequent infrastructure agreement will remain subject to separate City Council consideration and approval.

The proposed amendments primarily clarify existing policy requirements and establish a more consistent and transparent process for future water and sewer extensions. Significant clarifications include:

- **Annexation/Development Review:** Requires preliminary identification of anticipated utility infrastructure needs, potential betterments, and possible infrastructure agreements during annexation/development review, to the extent information is available.
- **Betterments and Cost Participation:** Clarifies when infrastructure exceeding the needs of an individual development constitutes a City betterment and establishes a process for determining and documenting the City's incremental cost participation.
- **Infrastructure Agreements:** Clarifies the process for cost-recapture agreements benefiting surrounding properties, requires City Council approval, and establishes a maximum 15-year reimbursement period.
- **Public-Interest Extensions:** Clarifies when City participation may be considered for infrastructure serving the public interest and requires documentation of the public benefit supporting such participation.
- **Low-Pressure Sewer Systems:** Clarifies ownership, maintenance, and documentation requirements for grinder pumps and associated private service infrastructure.
- **Administrative and Technical Clarifications:** Updates definitions, administrative authority, utility planning references, private-system requirements, organizational titles, and other terminology to reflect current City practices.

The amendments are intended to create a more predictable and transparent process for the City, developers, and City Council.

Most importantly, the revised policy establishes a distinction between identifying a potential infrastructure agreement and approving that agreement. Council will be advised during annexation and development review when staff can reasonably foresee that development may require City-directed oversizing or could result in a future infrastructure agreement. Final engineering and financial terms may be developed later as the project progresses, but any resulting agreement will return to City Council for consideration and approval.

This approach provides Council with earlier information when making annexation and development related decisions while avoiding commitments to infrastructure requirements or costs before sufficient engineering information is available.

RECOMMENDATION

Staff recommends that the Public Enterprise Committee take the following action:

To make a motion to recommend approval of the proposed amendments to Water and Sewer Extensions Policy WR-09 and authorize the City Manager to place the item on the appropriate September 8th, 2026 City Council agenda for consideration.

Attachments:

Draft – Water and Sewer Extensions Policy WR - 09

	Policy: Water and Sewer Extensions	Effective Date: November 5, 1985
		Revision Effective Date: November <u>September</u> 810, 2026 <u>5</u> , July 21, 2020; December 12, 2006; January 21, 2003
	Policy Number: WR-09	Page 1 of 13
	<u>William Watson</u> E.L. Faison , City Manager	<u>Water Resources</u> Responsible Party

I. Purpose of Policy and Definitions

The City of Monroe desires to provide an equitable means of financing the orderly extension and installation of water and sewer mains and system facilities (infrastructure) to serve the growing needs and orderly development of the community. The purpose of this policy is to provide the methods to accomplish this objective.

A. Infrastructure Evaluation at Time of Annexation or Zoning

When reviewing voluntary annexation or zoning applications for property expected to require City utility service, the Water Resources Department shall provide a preliminary infrastructure assessment identifying:

1. The anticipated extensions, upgrades, or improvements necessary to provide water and/or sewer service to the development area based on the highest and best use or the most intense development reasonably allowable under the zoning classification being considered or approved, using available system mapping, hydraulic data, and known capacity constraints.
2. Whether any portion of the required infrastructure would reasonably qualify as a City “betterment” or oversizing consistent with Section VII of this policy.
3. Whether an infrastructure or cost-recapture agreement may be advisable based on the potential for future service to surrounding properties.

- B. Except as the context specifically indicates otherwise, the following terms and phrases, as used in this policy, shall have the meanings hereinafter designated:

“Betterments” shall mean water or sewer infrastructure that exceeds the minimum size, material class, or configuration required solely to serve a development, where such additional capacity, durability, or reach is determined by the City of Monroe to be necessary to accommodate existing or future system needs consistent with standard design criteria, adopted utility planning documents, or other engineering analyses approved by the City.

“Development” shall mean the subdivision, construction, or improvement of land for residential, commercial, industrial, or mixed-use purposes that results in the need for new or expanded utility infrastructure.

“Donated Assets” shall mean public water or sewer infrastructure installed at private expense and constructed in accordance with City-approved plans and specifications, which, upon final inspections, certification by a North Carolina Professional Engineer, and acceptance by the City, becomes the property of the City of Monroe for operation, maintenance, and replacement. Donated assets shall include all associated easements, record drawings, and documentation necessary for public ownership.

“Small subdivision” shall mean a subdivision of property in which the average size of each lot in the subdivision is one acre or less.

C. For the purposes of this policy, references to “utility”, “Water Resources” or similar terms shall mean the City of Monroe Water Resources Department, acting under the direction of the General Manager of Energy Services and Water Resources.

D. All administrative determinations, approvals, or interpretations made under this policy shall be the responsibility of the General Manager of Energy Services & Water Resources, or their duly authorized designee, subject to oversight by the City Manager.

II. Financing and Responsibility for Extensions of Water and/or Sewer Infrastructure.

Extensions of water and/or sewer infrastructure to the City of Monroe systems may be made as follows:

- A. Private Financing and Responsibility – Included are extensions for which a private property owner or developer is responsible for all financing, engineering, permitting, construction, record drawings, and warranty as required to complete the extensions. For property outside the City limits, such requests are subject to the approval of City Council and such approval may be denied or subject to further conditions. Extension may be allowed under the following:
1. By a property owner or developer who desires to serve one or more lots of an existing subdivision and/or undivided tract(s) of land greater than one acre in size.
 2. In accordance with the City of Monroe Unified Development Ordinance for extensions within proposed new subdivisions or developments.
 3. By a contract approved by the City of Monroe between two or more owners and/or developers who desire to serve two or more lots of a new or existing subdivision and/or undivided tracts greater than one acre in size, with the contract clearly delineating the shared responsibilities between the parties for financing, engineering, permitting, construction, record drawings, and warranty as required to complete the extensions. The City's approval of the contract is as to appropriate legal form and compliance

with all provisions of this policy, and is not intended to dictate the financial sharing of costs and responsibilities reasonably negotiated and agreed between the owners or developers.

B. City Financing and Responsibility – Included are extensions for which the City of Monroe is responsible for all financing, engineering, permitting, construction, record drawings, and warranty as required to complete the extensions.

1. By the City of Monroe as outlined in Section III of this policy.
2. Within the corporate limits of the City, by written petition of a minimum of 25% of the property owners owning a minimum of 25% of the front footage as measured along both sides along a public street in an approved developed or developing small subdivision when the requests are by owners who have purchased individual lots in the subdivision and not the developer of the subdivision or the developer's successors. As part of the request, each petitioning Owner shall commit in writing to pay all fees required by the City's Fee Schedule in advance of the design and construction of the extensions (except when financing is permitted under Section IX of this policy). The City's commitment to install water and sewer mains under this paragraph may be limited annually based on funding appropriated, and ~~is may be~~ limited to subdivisions where the respective existing water and/or sewer main is adjacent to or within 400 feet of the outer boundary of the particular subdivision. ~~The City's commitment shall also be limited to qualified (25% of owners and frontage as defined above) sections with a minimum length of 1000 feet along the public street, except where the street length from the existing main to the end of the subdivision or end of a cul-de-sac is less than 1000 feet, or in the case of sewer, if topographic or geographic conditions limit extensions of a single main along the public street to less than 1000 feet from the existing main. If a subdivision crosses the same public street in two or more separate locations with a gap between which is outside the subdivision and measures greater than 400 feet in length along the street, the City is not obligated to extend a main across this area outside the subdivision to serve the further sections of the subdivision until such time as the further sections come within 400 feet of the existing main as measured along the street.~~ In some cases, as determined by the ~~Director of Water Resources~~ utility, where lots in an approved small subdivision are lower than the public street, a sewer collector main may be installed in a dedicated easement along the rear of the lots instead of within the street, and are considered the same as mains in a public street for the purposes of this policy provided that they serve the same purpose. Owners of lots outside the City limits are not eligible to petition for water or sewer mains under this provision.

3. ~~By declaration of the City Council that an extension of water and/or sewer is in the overall best interest of the City and the public, as defined in Section VI of this policy~~Any extension under this section shall include a written finding that the project serves a defined public benefit such as, but not limited to capacity reliability, economic benefit, or system efficiency, consistent with City utility planning documents.

III. Extensions and Facilities provided by the City of Monroe

The City of Monroe will provide the basic facilities for the water and sewer system necessary to provide service within the corporate limits of the City of Monroe. These basic facilities may include water and wastewater treatment plants, elevated and ground water storage tanks, high service and water booster pump stations, water transmission mains, water facilities needed for fire protection in accordance with the City's water system design standards, sewer interceptors and outfalls which are necessary to connect sewer collector mains serving adjoining property from public streets (or in an easement ~~along the rear lot lines~~ which serve the same purpose as service from the public street) to the major trunk sewer lines transporting wastewater to a treatment plant, including wastewater lift stations and force mains which serve the same purpose as an interceptor or outfall. The City of Monroe will finance and install these basic facilities as ~~provided in City's Water and Sewer Master Plans and Capital Improvement Plans~~determined through adopted utility planning principles, engineering analyses, and design standards in effect at the time, consistent with budgeted resources and legal requirements.

IV. Extensions Initiated by Property Owner or Developer

- A. Property owners or their agents may request approval from the ~~City's Director of Water Resources-utility~~ to install water and/or sewer infrastructure to serve existing development, a proposed new development, or a proposed new subdivision. Said infrastructure shall be considered donated assets upon certification of operation. Such requests shall be in the form of a written letter and shall include property maps of sufficient detail to identify the service location(s) for the extensions. Requests to serve property outside the City limits ~~may~~shall be subject to approval by the City Council and the City Council reserves the right to refuse approval when deemed not in the best interest of the City to serve.
- B. For extensions under Section II A of this policy, the owner/developer shall provide for all engineering, surveying, preparation of permit applications, right-of-way acquisition, construction with a one-year warranty, testing, engineering certification of completed construction in substantial compliance with approved plans, and record drawings. Engineering plans shall be approved by the ~~City's Director of Water Resources-utility~~ and shall be permitted under regulations of the State of North Carolina prior to beginning construction. All engineering design and construction shall conform to the City's design standards and technical specifications. All other applicable permits or right-of-way agreements required for construction, including but not limited to sediment and erosion control

permits, Section 401 water quality certification and Section 404 Nationwide Permit, NCDOT and/or CSX Transportation Encroachments, encroachments in City of Monroe streets from the City Engineer, and utility easements from adjoining property owners, shall be obtained before construction affected by the governing requirement begins.

Any request to install a wastewater lift station as part of a new development or sewer main extension shall be subject to review and approval of the ~~Director-utility~~. If a future lift station is identified in the City's ~~Capital Improvement Plan~~adopted planning documents or current engineering analyses, at or near the same location, the ~~Director-utility~~ may authorize the pump station but require it be sized to meet the City's long-term needs, subject to sizing consistent with section VII. If the proposed pump station would not be necessary for future service to the developing property with the addition of gravity interceptors or outfalls, the ~~Director-utility~~ may reject the request for the pump station or may condition approval upon the following: (1) the Applicant shall finance 100% of the cost of the pump station and force main; (2) the ~~Director-utility~~ shall determine the discharge point for the force main after concluding that the additional wastewater flow from the proposed pump station will not adversely impact either the short-term or long-term capacity of the downstream sewer to serve the development of property within the drainage basin it was designed to serve; (3) the ~~Director-utility~~ shall determine that septic conditions will not result from the operation of the proposed pump station and force main; and (4) the Applicant agrees to pay a one-time fee to the City at time of City acceptance of the lift station and force main, calculated by the ~~Director-utility~~ based on the present worth of the cost for the City to operate and maintain, rehabilitate, and repair the pump station and force main in perpetuity under industry standards for reasonable care.

- C. To the maximum extent practical, new water and sewer extensions shall be in public street rights-of-way. However, when not feasible as reviewed and agreed by the City, extensions may be provided in utility easements assigned to the City of Monroe. Water and sewer main extensions shall be completed to the developing parcel as needed to serve all areas of the development. General public utility easements shall be dedicated as part of the recorded plat of all developing parcels as required to facilitate potential future main extensions to other properties. Water and sewer main extensions shall be sized in accordance with the ~~City of Monroe Master Plans, Capital Improvement Plans, Standard Specifications and Details's~~adopted utility planning principles, design standards, current engineering evaluations, and as outlined in Section VII.
- D. The City of Monroe Water Resources Department will consider the installation of a low-pressure grinder pump system provided the following criteria are met.
1. Administrative and Design Requirements:

- a. Developer shall contract the services of a North Carolina Professional Engineer to evaluate the proposed subdivision, existing hydraulic model if connecting to an existing LPSS and submit plans, specifications and a hydraulic model demonstrating the designed low pressure grinder pump system is in accordance with NCDEQ design criteria and can be permitted by NCDEQ. Design shall include all necessary gravity sewer mains; pump stations and force mains required for the conveyance of the sanitary sewer to an existing City owned gravity sewer main or pump station.
- b. It shall be demonstrated by the Developer's Engineer that proposed gravity sewer to serve all lots in the subdivision is not feasible due either to depth of sewer main installation or inadequate topographic slope to serve all subdivision lots with gravity sewer connections. If gravity sewer is installed within the subdivision it shall be capable of providing all homes with a conventional 4-inch gravity service lateral connection to the lot property line.
- c. If the subdivision is outside existing city limits, voluntary annexation of the development shall be required per the City's Planning Department requirements and approved by City Council.
- d. Developer shall grant additional easement sites for pump stations and gravity sewer mains and force mains within the subdivision when determined by the City to be necessary for future collection system infrastructure consistent with the collection of sanitary sewer for the larger drainage basin area containing the proposed subdivision.
- e. The Developer shall be responsible for the cost of extending gravity sewer mains and force mains, if applicable, to the subdivision other than the low pressure system that are integral to the City plans to provide sewer service to the subdivision and the larger drainage basin area.

2. Construction Requirements:

- a. Developer shall hire a licensed North Carolina Utility Contractor and shall be responsible for all construction and testing costs to install the low pressure force mains, designated shut off valves and check valves, service line connections and the minimum number of grinder pump units required to meet scour velocities in accordance with the NCDEQ regulations.
- b. Contractor shall install the Pressure Grinder Pump Systems in

accordance with written applicable City of Monroe Specifications ~~covering this type of collection system~~. Specification shall limit the type of manufacturer of the grinder pumps to a specific brand and model (or approved equal).

- c. Contractor shall construct ~~of~~ all conventional al gravity sewer, low pressure sewer, pump stations and force mains necessary for the conveyance of the sanitary sewer to an existing City owned gravity sewer main or pump station.
- d. Grinder pumps and low pressure service lines not installed by the Contractor, shall be the responsibility of the Home Builders to install per the City of Monroe Specifications.
- e. Contractor or Home Builder shall be responsible for all testing costs of grinder pump and low pressure service in accordance with City of Monroe Specifications.

3. Maintenance:

- a. City of Monroe Water Resources Department shall be responsible for the maintenance and operation of the low-pressure ~~sewerforce~~ mains within the subdivision and service lines up to the right-of-way and property line of each lot where a shut off valve and check valve shall be installed. Maintenance of the shut off valve and check valve shall be the Water Resources Department's responsibility. Maintenance of the individual grinder pump, associated appurtenances and service line from the structure to the end of the property line ~~and~~ the right-of-way line shall be the responsibility of the homeowner or Home Owners Association (HOA) ~~subdivision homeowner~~.
- b. Upon initial grinder pump application the ~~Subdivision~~ homeowners or HOA shall be required to sign a Users Agreement with the City of Monroe outlining their responsibilities pertaining to the grinder pumps and associated appurtenances. Agreement shall grant the City right-of-entry on the property to correct applicable ~~any all~~ situations associated with the low pressure service and ~~operation of the~~ grinder pump that effect operations and maintenance of the City Water Reservoirs and/or danger to the Public Health. This agreement shall be recorded with the Union County Register of Deeds and remain enforceable until such time as the grinder pump is removed or no longer needed. The recorded agreement shall apply to the property regardless of change in ownership.
- c. ~~Subdivisions Home Owners, at their expense, shall be required to~~

~~sign a service agreement with a service company actively engaged in the maintenance of grinder pump systems. The Maintenance Service Company shall be selected from an approved list provided by the City of Monroe. City of Monroe shall review the maintenance service agreement and grant approval prior to its execution. An executed service agreement and maintenance agreement shall be required before a certificate of occupancy is released on the building permit of each home with the subdivision. The maintenance agreement shall have an annual roll-over clause, whereby every year the contract is extended an additional year. Homeowner shall have the right to terminate the maintenance agreement contract; however, a new agreement with another company from the City approved list must be signed prior to termination. Maintenance agreement shall include the initial testing of the grinder pump unit and service line prior to acceptance by the City.~~

- d. ~~Subdivision H~~homeowners or HOA shall be responsible for all maintenance and service costs associated with work performed on the grinder pump, associated appurtenances and low pressure service from the house to the property line or right-of-way line. All maintenance and service work on the grinder pumps shall be done by a City of Monroe approved vendor or licensed plumber. ~~notification of the yearly roll-over of the maintenance service agreement. Notification shall be sent to the Water Resources Department for verification. Failure to renew the maintenance service agreement by the established and specified date will result in the disruption of water service until such time as the service agreement is renewed.~~
- e. ~~Subdivision H~~homeowner or HOA shall be responsible for the replacement of a grinder pump that has been damaged due to negligence, natural disaster, or age and all such other causes not specifically listed.

V. Commercial and Industrial Development Economic Infrastructure Grants

- A. Cost participation by the City for commercial and industrial development projects shall be consistent with the City's Economic Development Infrastructure Grant Program.

VI. Extensions Directed by City Council in the Public Interest

- A. In special circumstances where it is necessary to serve the overall public interest, within the corporate limits of the City of Monroe, and its primary or secondary growth areas as designated in the adopted Land Use Plan, and as determined by

the City Council, water and sewer infrastructure may be funded in whole or in part by the City of Monroe. Such circumstances shall be specifically defined in a resolution adopted by the City Council, including the public interest issues, which are satisfied. Such issues may include, but are not limited to the following: (1) remedy for a public health emergency; (2) substantial development which will spur significant growth in the local economy, job market, or both; or (3) when the service of water and sewer to a property provides substantial or strategic overall benefit to the City, such as by substantial or strategic growth of other City utility services or by strategic annexation. Prior to any approval under this section, the City Manager or designee shall prepare a Public Interest Determination Report describing the public interest issues determined to require the infrastructure or extension. The City Council shall designate in the adopted resolution as part of this approval the source of funding for the City's contribution to the cost of these extensions.

- B. If determined to be in the best interest of the City of Monroe, the City Council may authorize the purchase of part of or all of another water and/or sewer utility system, whether publicly or privately owned, and authorize the necessary extensions by the City of Monroe to connect such purchased systems to the City's system. Prior to such approval, the City shall investigate the integrity of such system(s) and appraise the appropriate value of such system(s) in order to determine a fair price. City Council may require that the property or service area to be served by the acquired utility be annexed voluntarily into the corporate limits of the City of Monroe, unless otherwise prohibited by law.

VII. Sizing of Water and Sewer Infrastructure and Infrastructure Agreements

- A. During the City's review of annexation, zoning, or engineering plans for developing properties, the utility, shall determine the appropriate size and configuration of water and sewer infrastructure to be installed in accordance with City-approved design standards, utility planning principles, and current engineering evaluations.

The developer shall install the required infrastructure at their cost pursuant to Section II.A of this policy. Where the City determines that a portion of the infrastructure must be oversized beyond the minimum capacity necessary to serve the proposed development in order to accommodate existing or future system needs, such oversizing shall be deemed a City betterment. The City may participate in the incremental cost of such betterments consistent with North Carolina General Statute 160A-320 and this policy, through capacity-fee credits or other compensation of equivalent value.

The developer shall provide documentation of competitive unit pricing showing:

1. The minimum pipe or facility size required to serve the proposed development; and
2. The incremental cost attributable to the oversizing required by the City.

The City's participation amount shall be based on this verified cost differential, subject to available appropriated funding. Reimbursement or credit will occur only after the City has accepted the infrastructure, including submission of all required certifications and record drawings by a North Carolina Professional Engineer. The reimbursement period shall not exceed fifteen years from the date of City acceptance of the infrastructure.

When water or sewer infrastructure installed by a developer has the potential to provide service benefits to adjoining or nearby properties, the City may, at its discretion, enter into an Infrastructure Agreement with the developer. All developer agreements will require City Council approval. Such agreement may allow for the recovery of a pro-rated share of the verified installation costs, less any City betterment contribution, from subsequently connecting benefiting properties. The utility shall determine eligible benefiting properties and the cost allocation method based on factors such as drainage basins, elevation, frontage, acreage, offsets, and development potential.

Payments from benefiting properties shall become due only upon voluntary connection to the developer-installed infrastructure. Each Infrastructure Agreement shall specify the recapture methodology, financial terms, benefiting parcel identification, exemptions, and agreement duration, and must receive City Council approval prior to execution.

~~During the City's review of engineering plans for developing properties, the Director of Water Resources shall determine the appropriate size of water and sewer infrastructure to be installed consistent with the City's Master Plans, Capital Improvement Plans, and Standard Specifications and Details. The required water and sewer infrastructure sizing shall be installed by the developer pursuant to Section II A. Where water or sewer infrastructure is sized at a capacity/size greater than the minimum size required to serve a proposed development, the City will participate in the oversizing cost consistent with North Carolina General Statutes, using capacity fee credits or other compensation equivalent to or greater than the required credits. The developer will submit documentation of competitive bids showing the cost for the minimum required size and the added cost for oversizing. The cost will be broken down on unit cost basis for all infrastructure considered for oversizing payments. The oversizing will be subject to available budgeted funding or approved appropriation of City Council. No payments will be made until the water and/or sewer infrastructure is installed and the required engineer certification submitted and approved.~~

~~Where water and sewer infrastructure installed by the developing property has the potential to provide future service benefits to other surrounding properties, the City will consider executing an infrastructure agreement with the developing property's owner(s). Said agreement will allow possible recapture of a prorated share of the capital costs associated with the water and sewer infrastructure components installed by the developing property (less any oversizing cost paid by~~

~~the city), that provide benefit to other properties. The determination of which, if any, surrounding properties may benefit from the developer installed infrastructure will be at the sole discretion of the Director of Water Resources, after considering engineering and regulatory requirements, topographic basins, property acreage, frontage, offsets, and future development potential. Monetary payments made by benefiting properties under an infrastructure agreement shall be due only upon voluntary connection by the benefiting properties to the infrastructure installed by the developing property. The infrastructure agreement shall clearly define the method of prorated cost allocation, financial terms and conditions, benefiting parcel numbers, exemptions, and the term of the agreement. All infrastructure agreements shall be subject to City Council approval.~~

VIII. Petitioning for Connection to City System for the Purpose of Extending a Private Water and Sewer System

- A. A property owner or owner's agent may petition for a connection to the City's water and sewer system for the purpose of extending private water and sewer system if permitted, operated, and maintained in compliance with all State regulations, provided that such proposed extension is exempt from all of the criteria stated in Paragraph VIII.B. The private system shall be confined to a single tract of property and development and may not extend beyond the boundaries of the single tract, nor may connections to serve adjoining property be made, ~~u~~Unless said adjoining parcels are owned by the same property owner, and/or adjoining parcels are landlocked without access to water/sanitary sewer. The City shall install a "master meter" and sewer lateral shall be installed at the and connection to the public system. ~~-and-t~~The owner of the private system shall be solely responsible to the City of Monroe for the payment of all fixed and usage charges for both water and sewer based upon metered usage at the "master meter". The City of Monroe is never under any obligation to accept as public in the future any private system, and the City may be permitted to accept private systems only after such systems are upgraded to meet all City water and sewer design standards in effect at the time of such request and new water meters are appropriately installed at the total expense of the private owner.
- B. Water and sewer extensions which meet any of the criteria stated below shall be designed and constructed for dedication to the City as a donated asset~~an extension to the City's public system:~~
1. Extensions in public streets or in public rights-of-way;
 2. Extensions which cross property lines, or may serve connections to more than one property not under single ownership;
 3. Extensions which may be further extended in the future to adjoining property and thereby extend City service to such property; and
 4. Extensions that may be further extended in the future to provide a system benefit, such as the "looping" of a water main.

C. Any proposed connections under this section that are proposed outside of the City Limits shall not become effective until approved by the City Council.

IX. Water and Sewer Extensions to Areas Annexed into the City Limits

~~A.~~ A. Extensions to property annexed into the City of Monroe by voluntary petitions, including both contiguous and satellite annexations, shall be in accordance with Section II.A of this policy, except to the extent conditions of Section V and /or VII of this policy apply or when City Council deems that City financial participation is in the public interest as defined in Section VI of this policy. The specific interpretation of these conditions for the particular site shall be specifically defined in the terms of the annexation on which the City Council acts to approve the annexation.

B. During the review of any voluntary annexation request, the Water Resources Department shall evaluate, to the extent practical with the information available, the anticipated infrastructure improvements required to serve the property with City water and/or sewer service. This evaluation shall include identification of any potential oversizing (betterments) that may be advisable to support future system needs and whether a future infrastructure or cost-recapture agreement could be applicable.

The results of this evaluation shall be provided to the Planning Board and the City Council as part of the annexation staff report for informational purposes only, to ensure Council is aware of any potential future utility participation or agreement that could be considered after annexation.

Any actual infrastructure or cost-sharing agreement shall be considered separately and approved by City Council in accordance with Section VII of this policy and North Carolina General Statute §160A-320.

~~B. When the City of Monroe involuntarily annexes new territory into the corporate limits, the City of Monroe shall extend the basic facilities to serve the annexed area as defined in paragraph III.A. of this policy or as otherwise specifically defined by the requirements of North Carolina Annexation law. These basic facilities shall be specifically defined in the written Annexation Plan and approved by City Council. Extensions beyond the requirements of Paragraph III.A shall be in accordance with applicable provisions of Section II and other applicable sections of this policy. The City Council may establish financing plans for the payment of connection fees.~~

X. Water Pressure Zone Service Policy

A. It shall be the City's policy to serve all properties with a land elevation of 640 feet or below from the City's "~~eastern~~lower" water distribution system ~~pressure~~ zone. This is synonymous with the 763-foot reservoir overflow gradient. Any property above the 640-foot ground elevation contour desiring service from the

~~eastern~~~~lower pressure~~ zone shall obtain the approval of the ~~Water Resources Director~~~~utility~~ only after demonstration of adequate fire flow capacity and meeting minimum State requirements. These properties shall also have recorded on their final plat and any building permits a condition requiring the owner or developer to install pressure boosting equipment on each customer water service if they desire water pressure higher than supplied from the City system.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

PREPARED BY: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

SUBJECT: Outside City Service Request & Sewer Infrastructure Agreement

SUMMARY STATEMENT

Public Enterprise Committee (PEC) is requested to consider approval of an outside City water and sewer service request for a QuikTrip at 2830 Concord Highway and approval of an associated Infrastructure Agreement for Off-Site Sewer Utility Costs between the City of Monroe and QuikTrip Corporation.

REVIEW

Water Resources (WR) Department Staff has received a request from Thomas Donton, on behalf of QuikTrip Corporation, for outside City water and sewer service for a proposed QuikTrip Store at 2830 Concord Highway, identified as PINs 09-174-012B and 09-174-006L, totaling approximately 3.02 acres following combination.

All outside City service requests located within the Town of Unionville jurisdiction require approval from the Town of Unionville pursuant to the Water and Wastewater Interlocal Agreement between the Town of Unionville and the City of Monroe. Additionally, City Council approval and Union County Board of Commissioners (UCBC) approval are required pursuant to City ordinances and the Water and Sewer Master Agreement with Union County.

The Town of Unionville approved the request on January 21, 2026. The UCBC approved the request at its July 20, 2026 meeting.

To provide sewer service to the proposed development, QuikTrip is required to construct an off-site sewer main extension, including infrastructure extending beneath the Monroe Expressway corridor. QuikTrip will be responsible for the engineering, permitting, easement acquisition, and construction costs associated with the extension. Following completion, engineering certification, and acceptance, the sewer extension will be dedicated to the City of Monroe.

Given that the sewer extension will also provide the opportunity for future sewer access and capacity to certain adjacent undeveloped properties, Staff has negotiated an Infrastructure Agreement for Off-Site Sewer Utility Costs with QuikTrip Corporation. The agreement establishes a mechanism through which QuikTrip may recover a proportionate share of eligible extension costs from certain adjacent properties if those properties are subsequently approved for development and connect to the sewer extension.

Under the agreement, QuikTrip's eligible recoupable costs will be based upon audited construction, engineering, and land acquisition costs and memorialized by amendment following completion of the project. The agreement identifies potential recoupable costs of approximately \$1.1 million and establishes the proportionate share attributable to each identified property.

For a period of fifteen (15) years, applicable adjacent properties connecting to the extension would be required to reimburse QuikTrip for their established proportionate share prior to connection. Individual single-family residential connections that do not involve subdivision or commercial development are exempt from the reimbursement requirement.

The agreement does not obligate the City to approve development of any adjacent property, annex property, expend City funds to reimburse QuikTrip, or guarantee future sewer service or capacity. Following dedication of the sewer extension, the City retains the authority to allocate available sewer capacity and approve future connections in accordance with applicable City policies and ordinances.

As a matter of policy, outside City water and sewer customers pay double tap fees and double monthly customer base charges on their City utility accounts.

RECOMMENDATION

It is the recommendation of WR Staff that Public Enterprise Committee take the following action:

1. Motion to recommend approval of outside City water and sewer service for QuikTrip at 2830 Concord Highway, PINs 09-174-012B and 09-174-006L, recommend approval of the Infrastructure Agreement for Off-Site Sewer Utility Costs between the City of Monroe and QuikTrip Corporation, and to place the items on the September 8th, 2026 City Council Regular agenda.

Adjacent Properties into the City of Monroe, to expend funds, nor to take any other action except for those expressly provided for in this Agreement.

WHEREAS, the CITY has determined that, to help offset the costs the DEVELOPER incurred for the EXTENSION necessary to provide sewer infrastructure to the aforementioned area by installing the EXTENSION illustrated in Exhibit “A” and providing service capacity and size to accommodate the DEVELOPMENT and other potential development in the Adjacent Properties; and at the sole discretion of the CITY and consistent with GS 160D, the CITY has elected to allow the DEVELOPER to recoup some of the cost incurred for EXTENSION to accommodate the DEVELOPMENT and additional potential development within the Adjacent Properties; provided, however, that no such recoupment may be had from Adjacent Properties that are used solely for a single family residential unit;

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein made, the parties do hereby agree as follows:

1. To the extent not already completed, the DEVELOPER shall prepare, through a qualified professional engineer, all plans and specifications for the EXTENSION improvements as defined above. Such plans and specifications shall meet all requirements of the City’s Standard Specifications and Details Manual, and be subject to approval by the CITY which shall not be unreasonably withheld or delayed. The EXTENSION shall be sized in accordance with the references in Exhibit “A” and constructed at the DEVELOPER’s expense.

2. To the extent not already completed, the DEVELOPER shall submit through the North Carolina Department of Transportation (“NCDOT”) plans and specifications and receive a permit for construction of the EXTENSION prior to beginning said construction.

3. To the extent not already completed, the DEVELOPER shall provide, through a qualified registered land surveyor, General Public Utility Easement (“GPUE”) plats for all easements required for installation of the EXTENSION. The DEVELOPER shall be responsible for the cost of acquiring all GPUE’s.

4. To the extent not already completed, the DEVELOPER shall employ licensed and reputable utility contractor(s), to whom the CITY has no reasonable objection, to install the EXTENSION. The EXTENSION shall be constructed to all applicable standards and requirements, and be dedicated to the CITY’s ownership upon engineering certification of completion.

Should any of the Adjacent Properties gain approval to connect to the EXTENSION as part of a development project, other than those approved solely for individual residential development, then said Adjacent Property owner shall reimburse DEVELOPER in accordance with paragraph 11(A) below. Development approvals for any of the Adjacent Properties is at the discretion of the Monroe City Council in accord with City land use policies and ordinances and nothing herein obligates the City of Monroe to approve any future developments except that all such approvals shall be subject to the reimbursement provisions of this Agreement.

5. Intentionally deleted.

6. To the extent not already completed, DEVELOPER shall prepare "as built" record drawings of the EXTENSION upon completion of the work and certify that such drawings accurately reflect actual construction. A reproducible Mylar of these drawings bearing the words "Record Drawings" with date and signature of the engineer appearing on these drawings shall be provided to the CITY. In addition to the Mylar, the same "Record Drawings" shall be provided in both ACAD as well as PDF format.

7. To the fullest extent permitted by law, the DEVELOPER shall release, indemnify, keep and save harmless the CITY, its agents, officials and employees, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials or employees of the CITY, and to all property damage proximately caused by, incident to, resulting from, arising out of, or occurring in connection with the performance or nonperformance of the DEVELOPER under this Agreement; provided, that such damage or injury is caused in whole or in part by a negligent act or omission by DEVELOPER, his agents, officials, or employees. The indemnification obligation shall not be limited in any way to the amount or type of damages, compensation, or benefits payable by DEVELOPER or his agents under worker's compensation, disability benefits acts, or other employee benefit acts. It is understood that the relationship of DEVELOPER to CITY is that of an independent contractor. For clarity this indemnity shall survive termination of the EXTENSION from DEVELOPER to CITY.

8. In the event the DEVELOPER shall fail to perform satisfactorily in the installation of the off-site sewer improvements under this AGREEMENT, the CITY shall notify the DEVELOPER in writing of the DEVELOPER's unsatisfactory performance or nonperformance and shall permit ten (10) days for a response by the DEVELOPER. To the extent DEVELOPER in its response elects to cure said unsatisfactory performance or nonperformance, DEVELOPER shall diligently pursue said cure and CITY shall not terminate this agreement so long as DEVELOPER diligently pursues said cure. If DEVELOPER has failed to cure said unsatisfactory performance or nonperformance within sixty (60) days of DEVELOPER'S election, CITY may again notify DEVELOPER in writing of said unsatisfactory performance or nonperformance, and should DEVELOPER fail to fully cure the same within five (5) days of receipt thereof, CITY may exercise any rights herein, including the right to terminate this agreement. Above notwithstanding, if the DEVELOPER's unsatisfactory performance or nonperformance failure(s) is(are) material to this Agreement and have or may contribute to significant environmental consequences, violation of approved permits, or a material breach of this Agreement, the CITY may immediately suspend this AGREEMENT and arrange separately for the continuation of services described by this AGREEMENT during the response period. Following the response period, if in the opinion of the CITY the DEVELOPER remains in violation of the AGREEMENT, the CITY may terminate this AGREEMENT whereupon all obligations of the CITY to the DEVELOPER shall cease. In the event of such termination, the CITY shall have the exclusive right to assume ownership of EXTENSION as may be completed or partially completed at the time of termination and may undertake additional construction to complete all or any section of the EXTENSION to a point acceptable to satisfy regulatory or permit requirements. In such case, no payments shall be due to the DEVELOPER as provided in this

AGREEMENT, and the CITY will not be obligated to serve water and sewer to the DEVELOPMENT.

9. The DEVELOPER shall comply with any and all applicable federal, state, or local standards, regulations, laws, statutes and ordinances, and permits in performing all work required by this AGREEMENT. Among these regulations are Construction Standards of the U. S. Occupational Safety and Health Administration (“OSHA”).

10. Upon dedication to the CITY the DEVELOPER’S EXTENSION cost shall be based upon audited construction, engineering and land acquisition costs and shall be recoupable in accordance with paragraph 11(A) below. Following audit and prior to dedication of the EXTENSION by DEVELOPER, the parties shall agree upon DEVELOPER’s RECOUPABLE COSTS and memorialize the same by amendment to Exhibit “C”.

11. Within thirty (30) days following the City’s acceptance of the completed EXTENSION and public dedication of these facilities, the CITY will be further obligated to the DEVELOPER, its assigns and successors in writing as follows:

A. The CITY shall pledge to the DEVELOPER, its successors and assigns, not to permit the Adjacent Properties listed in Exhibit “B,” or future subdivisions thereof, to connect to the EXTENSION constructed by the DEVELOPER, for the first fifteen (15) years after the date of this AGREEMENT, except as specified in Paragraph 11B, until such property owner remits to the DEVELOPER its proportionate share of DEVELOPER’S RECOUPABLE COSTS. Each owner’s proportionate share of DEVELOPER’S RECOUPABLE COSTS shall be based upon the percentage share of property benefited by the EXTENSION as set forth in Exhibit “B-1” attached hereto. Each owner’s proportionate share shall be adjusted annually based on the U.S. Department of Labor Consumer Price Index percentage for the Southeastern United States, Urban Consumers, compounded annually beginning on the effective date of the execution of the Amendment to Exhibit “C.” Each Owner of an Adjacent Property shall submit a proof of payment of Adjacent Property’s proportionate share to the CITY in the form of a notarized affidavit signed by the DEVELOPER and the property owner prior to allowing said connection. Payment shall be by the then current property owner, regardless of changes of ownership, and shall be due prior to the date when the EXTENSION is used to receive NCDEQ (or City of Monroe Self Permitting) certification of completion. In the event the property owner submits to the CITY documentation of a good faith effort to make the required payment, but the DEVELOPER fails to provide the signed affidavit, the CITY, at its sole discretion, may allow connection to the EXTENSION.

B. When determined by the CITY that the connection is for providing service to a single residence where there will be no subdivision or development of the property for commercial purposes, connection to the EXTENSION is to be allowed without payment to the DEVELOPER.

12. The City’s pledge, once committed as defined in Paragraphs 10 and 11, shall be binding upon the CITY to the extent allowed by law, however, the CITY is under no obligation to approve future development or to make payments to the DEVELOPER to the extent that the properties described in Paragraph 11 and depicted in Exhibit “B” remain undeveloped during the 15-year period, to the extent these property owners develop alternative sanitary sewer systems, which does not require connection to the EXTENSION, or as otherwise provided in this

Agreement. No payment schedule or commitment is guaranteed by this AGREEMENT beyond the specific terms of Paragraphs 10 and 11.

13. If the DEVELOPER acquires any of the additional land parcels listed in Exhibit "B," and connects to the off-site sewer improvements for service to these properties, then no payment will be required.

14. The DEVELOPER agrees that this AGREEMENT is not exclusive, and that the CITY reserves the right to enter into other agreements with property owners in Exhibit "B" related to other utility costs not directly related to the EXTENSION.

15. Upon engineering certification and dedication of the EXTENSION to the CITY, the CITY maintains the sole right to allocate capacity in the EXTENSION and the DEVELOPER shall not enter into any agreement with any other party or property owner guaranteeing sewer service capacity or allowing a connection to any sewer facility, without the advanced written consent of the CITY. 16. Any notice to be given hereunder shall be made in writing and either e-mailed or mailed by first class U.S. Mail to each of the parties as hereinafter stated or to such other address as such party may designate to the other in writing:

City of Monroe:

Richard Riser
City of Monroe
Assistant Director of WR
P.O. Box 69
Monroe, N.C.28111
e-mail: riser@monroenc.org

QuikTrip Corporation

Thomas Donton
QuikTrip Corporation
Real Estate Project Manager
3701 Arco Corporate Dr., Ste 150
Charlotte, NC 28273
e-mail: tdonton@quiktrip.com

With copy to:

QuikTrip Corporation
Attn: Brandon M. Forshee
952 Old Peachtree Rd. NW,
Lawrenceville, GA 30043

and

QuikTrip Corporation
Attn: General Counsel
4705 S. 129th East Ave.,
Tulsa, Ok 74101

17. Subject to the terms and provisions hereof, either party may assign or transfer its right hereunder upon written approval of the other party, such approval not to be unreasonably withheld.

18. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective lawful successors and assigns.

19. This Agreement contains the entire understanding between the parties. No other agreement, statement, or promise made by either Party, orally or in writing, which is not contained in this Agreement shall be valid or binding.

20. This Agreement may be modified or amended upon the mutual written agreement of the parties and duly adopted by the governing bodies of both parties.

21. No waiver by either party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default(s) whether of a like or different character.

22. This Agreement is subject to all present and future valid and applicable laws, rules, regulations, and statutes of any governmental authority having jurisdiction.

23. Except as otherwise stated in this Agreement, if any article, paragraph, or provision of this Agreement is declared or rendered unlawful by a court or is deemed unlawful for any reason by a regulatory agency with jurisdiction, the remainder of this Agreement shall be not affected thereby and shall continue in full force and effect to the extent permitted by law.

IN WITNESS WHEREOF, the CITY has caused this AGREEMENT to be duly executed in its name and behalf and the DEVELOPER has caused this AGREEMENT to be duly executed in its name and behalf and its corporate seal to be hereunto affixed, and attested to.

CITY OF MONROE, NORTH CAROLINA

William Watson, City Manager

ATTEST:

Bridgette H. Robinson, City Clerk

(SEAL)

QUIKTRIP CORPORATION

BRANDON M. FORSHEE
DIVISION REAL ESTATE MANAGER

EXHIBIT “A”
EXTENSION PLANS

EXHIBIT “B”
ADJACENT PROPERTIES

EXHIBIT B-1

PROPORTIONATE SHARE OF DEVELOPER'S RECOUPABLE COSTS

PARCEL NO	ACRES	Proportionate Share
09174012B & 09174006L ***To be combined prior to construction	3.021	16.9%
09147012	1.187	6.7%
09147012C	2.978	16.7%
09147013C	0.98	5.5%
09147013G	1.1	6.2%
09147013H	1.1	6.2%
09147013J01	7.441	41.8%
Totals	17.807 Acres	100%

EXHIBIT "C"

DEVELOPER'S RECOUPABLE COSTS

CITY and DEVELOPER agree that DEVELOPER'S POTENTIAL RECOUPABLE COSTS shall be ONE MILLION ONE HUNDRED THOUSAND ONE HUNDRED ONE and No/100 DOLLARS (\$1,100,101.00).

Acknowledged by:

CITY

City Manager of Monroe, NC

Dated:_____

DEVELOPER

QuikTrip Corporation

Dated:_____



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

PREPARED BY: Jay Voyles, Deputy General Manager of Energy Services and Water Resources

SUBJECT: Water Tank Asset Management Contract

SUMMARY STATEMENT

Public Enterprise Committee (PEC) is requested to consider approval of a water tank maintenance contract with USG Water Solutions, for long-term maintenance, repair, cleaning, refurbishment, and painting of the City's six potable water storage tanks.

REVIEW

Water Resources (WR) Department Staff have worked with USG Water Solutions to develop a comprehensive asset management program for the City's six potable water storage tanks. The program is intended to provide planned preventative maintenance and rehabilitation of the tanks while extending the useful life of these critical components of the City's water distribution system.

The contract includes tank-specific maintenance requirements and schedules for each facility. The six exhibits in the proposed contract include the following facilities:

- Airport Tank-4532 Old Charlotte Highway
- Camp Sutton Tank-415 Cuthbertson Street
- Goldmine Standpipe-1724 Goldmine Road
- Patton Ave Tank-530 Patton Ave
- Rocky River Tank-413 S Rocky River Road

- Nelson Heights Tank-381 Jackson Street

Services under the contract generally include annual tank inspection, biennial interior washouts and condition assessments, engineering and inspection services, routine and corrective repairs, interior and exterior refurbishment, coating and painting, disinfection following interior work, and emergency repair services.

A significant component of the contract is the rehabilitation of the City's existing tanks. Rather than requiring the City to fund the full cost of each tank rehabilitation in the year the work is performed, the contract distributes those costs through annual maintenance fees over several contract years. This asset management approach allows the City to complete substantial rehabilitation work up front, while providing a more predictable annual expenditure for the Water Resources Fund.

The total value of the scheduled maintenance and rehabilitation program for all six tanks is \$2,797,560. This total amount is proposed to spread over the seven contract years as follows:

- Contract Year 1: \$359,961
- Contract Year 2: \$509,536
- Contract Year 3: \$509,536
- Contract Year 4: \$509,536
- Contract Year 5: \$385,772
- Contract Year 6: \$357,447
- Contract Year 7: \$165,772

The multi-year value does not represent a commitment of future City funds. The contract renews annually, and the City may terminate the agreement in whole, or for an individual tank, without early termination penalties or accelerated future fees. Upon termination, the City is responsible only for services performed through the effective date of termination.

The method of procurement for this contract is via BuyBoard, a National Purchasing Cooperative under Contract No. 761-25, awarded to USG Water Solutions. The City of Monroe is a member of this purchasing cooperative. Funds are budgeted in WR2302 Water Main Extensions & System Hardening to fund Contract Year 1. WR Staff will request funding for subsequent Contract Years through the annual budget process.

RECOMMENDATION

It is the recommendation of WR Staff that Public Enterprise Committee take the following action:

1. Motion to approve the Water Tank Maintenance Contract with USG Water Solutions under BuyBoard Contract No. 761-25 for the maintenance of the City's six potable water storage tanks and authorize the City Manager to place the items on the appropriate September 8th, 2026 City Council agenda.

CONTRACT FOR WATER TANK MAINTENANCE

This Contract is made and entered into as of the ____ day of _____, 2026, by the City of Monroe (“City”) and Utility Service Co., Inc. (“Contractor”), (X) a corporation, () a professional corporation, () a professional association, () a limited liability company, () a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of Georgia.

WHEREAS, the BuyBoard Contract was awarded to Utility Service Co., Inc. as Contract No. 761-25, as a result of the National Purchasing Cooperative Request for Proposal No. 761-25; and

WHEREAS, the BuyBoard Contract provides for the use of the contract by other states, local governments, school districts, higher education institutions, and other government agencies and non-profit organizations of the United States as participating public agencies under BuyBoard;

WHEREAS, The Owner is a Member of the National Purchasing Cooperative, eligible to use the BuyBoard Contract; and

THEREFORE, the Parties agree as follows:

Section 1. **Background and Purpose.** The City of Monroe owns and operates six potable water storage tanks that are integral components of the City’s public water distribution system. These facilities vary in age, capacity, configuration, coating condition, and maintenance needs. The City desires to establish a comprehensive, long-term maintenance program to preserve the structural integrity, sanitary condition, appearance, reliability, and useful life of these facilities.

Section 2. **Services and Scope to be Performed.** The Contractor shall perform water tank maintenance services as designed in the attached Exhibits (one per tank). In this contract, “Work” means the services that the Contractor is required to perform pursuant to this contract and its Exhibits and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Section 3. **Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all

labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Section 4. **Compensation.** The City shall pay the Contractor for the Work as defined in the attached Exhibits. In the event that any applicable tariff, duty, or import/export governmental restrictions are imposed or increased after the effective date of this Agreement, and such changes result in increased cost to Contractor, the Parties agree that such increased cost may be subject to adjustment, and City's price for fee may be increased accordingly by Contractor upon written agreement to the increased cost approved and executed by the Parties.

Not-to-Exceed Pricing. As required by North Carolina law, if, after execution of this Contract, any applicable tariff, duty, tax, or governmental surcharge is imposed by law or increased in a manner that directly and materially raises the cost of performance under this Contract, the Contractor may request a change order to adjust the Contract Price. The request must provide sufficient documentation to justify the actual additional amount.

Section 5. **Contractor's Billings to City.** The Contractor shall submit an original invoice to the Accounting Division at the City of Monroe, per the fees defined in the attached Exhibits. The Annual Fee for Contract Year 1 for each tank, plus all applicable taxes, shall be due and payable within ninety (90) days of the City's execution of this Contract. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter. The Contractor can expect payment within 30 days.

Section 6. **Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

COVERAGE	MINIMUM LIMITS
Workers' Compensation	Statutory Limits
Employers' Liability	\$500,000
General Liability	\$1,000,000 per occurrence/\$2,000,000 aggregate
Automobile Liability	\$1,000,000
Professional Liability (E & O)	\$1,000,000 per occurrence/\$2,000,000 aggregate

Contractor shall provide the City with a Certificate of Insurance for review prior to the issuance of any contract or Purchase Order. This should be an ACORD form (example attached). All Certificates of Insurance will require thirty (30) days written notice by the insurer or contractor's agent in the

event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Contractor shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the initial contract period of one (1) year and shall be renewed by the contractor for each subsequent renewal period of the contract.

The City shall be named as an additional insured and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read "City of Monroe is to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for contract termination. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the contract without notice.

Contractor shall provide proof that a Drug-Free Workplace Program is in place and that drivers meet DOT/CDL licensing requirements.

Section 7.

Performance of Work/Term and Termination. This Contract shall commence on the date of execution and shall automatically renew on an annual basis for successive Contract Years unless terminated as provided herein. The City may terminate this Contract, in whole or as to any individual tank, for convenience upon ninety (90) days' prior written notice to the Contractor. The City may terminate this Contract, in whole or as to any individual tank, immediately upon written notice if the Contractor materially breaches this Contract and fails to cure such breach within thirty (30) days after receipt of written notice of the breach from the City. In the event of termination, the City shall pay for all services performed through the effective date of termination but shall have no obligation to pay any early termination penalties or accelerated fees.

Section 8. **Attachments.** The following attachments are made a part of this contract and incorporated herein by reference:

Exhibit A: Airport Tank (250,000 Gallon Elevated)

Exhibit B: Camp Sutton Tank (500,000 Gallon Elevated),

Exhibit C: Gold Mine Tank (2,000,000 Gallon Standpipe),

Exhibit D: Patton Ave Tank (1,000,000 Gallon Elevated),

Exhibit E: Rocky River Tank (1,000,000 Gallon Composite Hydropillar).

Exhibit F: Nelson Heights Tank (500,000 Gallon Elevated)

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of the attachment shall control.

Section 9. **Notice.**

- a. All notices and other communications required or permitted by this contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

(By hand delivery, overnight delivery services, or other methods requiring a physical address):

City of Monroe
300 West Crowell Street
Monroe, NC 28112

(By United States Postal Service):

City of Monroe
P.O. Box 69
Monroe, NC 28111-0069

Fax Number: (704) 290-1818

To the Contractor:

Utility Service Co., Inc.
Attn: Customer Service
535 General Courtney
Hodges Boulevard
Perry, GA 31069

Utility Service Co., Inc.
Attn: Customer Service
PO Box 1350
Perry, GA 31069

- b. **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Section 10. **Indemnification.** To the maximum extent allowed by law, unless otherwise prohibited under applicable limitations in Chapter 22B-1 of the North Carolina General Statutes, the Contractor shall defend, indemnify, and save harmless the City of Monroe, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Monroe, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this contract.

Section 11. **E-Verify Requirement.** The Contractor shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if the Contractor utilizes a subcontractor, the Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.

Section 12. **Miscellaneous.**

- a. **Choice of Law and Forum.** This contract shall be deemed made in Union County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. This

section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

- b. Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
- c. Performance of Government Functions. Nothing contained in this contract shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.
- d. Severability. If any provision of this contract shall be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.
- e. Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this contract and all of the City's claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.
- f. Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.
- g. City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN, POLITICAL AFFILIATION OR BELIEF, AGE, OR HANDICAP AND URGES ALL CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR ALL EMPLOYEES, VENDORS, AND SUBCONTRACTORS IN KEEPING WITH ALL FEDERAL, STATE, AND LOCAL RULES, REGULATIONS, REQUIREMENTS, POLICIES, AND ORDERS.
- h. EEO Provisions. During the performance of this Contract the Contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take action to insure that applicants and employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions;
 - (2) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.
- i. It is the intent and practice of the City of Monroe that all contracts entered into and carried out be consistent with all federal and state rules, regulations, executive orders, policies, and guidelines and the any provision found inconsistent with such federal and state requirements are hereby declared null and void including diversity, equity, and inclusion provisions.
 - j. No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.
 - k. Principles of Interpretation. In this contract, unless the context requires otherwise, the singular includes the plural and the plural the singular. The pronouns “it” and “its” include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word “person” includes natural persons, firms, companies, associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.
 - l. Modifications, Entire Agreement. A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This contract contains the entire agreement between the parties pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises,

agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this contract.

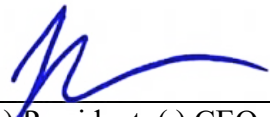
- m. Electronic Signatures. By signing this document, you agree that all signatures where required may be Electronically Signed by either party pursuant to NCGS 66-315(b), and the following will apply:
 - i. The individual signing the document is fully authorized to execute the document and fully binds the entity on whose behalf they are signing; and
 - ii. An Electronic Signature, in any form, is fully valid and authentic for all purposes the same as if the individual manually executed the document; and
 - iii. You waive the right to contest the authentication of any signature in a legal proceeding regarding the document.
- n. In addition each party hereto agrees that any Electronic Signature intended to replicate a written signature, shall be presumed valid, and the other party may reasonably rely upon it. For purposes hereof, “Electronic Signature” includes, but is not limited to, a scanned copy of a manual signature, and electronic copy of a manual signature affixed to a document, a signature incorporated into a document utilizing touchscreen capabilities, or a digital signature.
- o. Force Majeure. Neither party shall be liable for any failure or delay in performing its obligations under this Contract (other than payment obligations) to the extent that such failure or delay results from circumstances beyond such party's reasonable control, including but not limited to: acts of God, fire, flood, earthquake, hurricane, tornado, pandemic, epidemic, war, terrorism, strikes, labor disputes, governmental actions or orders, supply chain disruptions, or power failures. The affected party shall provide prompt written notice to the other party of such force majeure event and shall use commercially reasonable efforts to resume performance as soon as practicable.

IN WITNESS WHEREOF, the City of Monroe and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers and that each is fully authorized to sign on behalf of the City or Contractor.

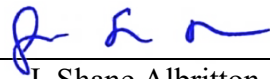
CITY OF MONROE

CONTRACTOR: *Utility Service Co., Inc.*

BY: _____
() _____, Department Head
() William Mark Watson, City Manager

BY:  _____
() President, () CEO,
() Partner, () Owner
() Member, () Manager
(x) Other: Jonathan Cato,
Chief Operating Officer

ATTEST:

 _____
J. Shane Albritton, Corporate Secretary



This Instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer: _____
Lisa Strickland

DATE: _____



USG WATER
— SOLUTIONS —

EXHIBIT A

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Monroe, NC
Monroe, NC

Tank Size/Name: 250,000 Gallon Elevated - Airport Tank

Location: Charlotte Ave

Date Prepared: July 27, 2026

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **250,000** gallon water storage tank located at **Charlotte Avenue, Monroe, NC 28111** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **interior renovation and repairs prior to the end of Contract Year 2 and exterior renovation prior to the end of Contract Year 6.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system

while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first **six** Annual Fees shall be **\$37,330.00** per Contract Year. The Annual Fee for Contract Year 7 shall be **\$19,533.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

4. Structure of Tank, Tank Site Conditions, and Modifications.

- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
- b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
- c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

5. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, including any exterior blasting costs required due to the exterior condition of the Tank; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.



USG WATER
— SOLUTIONS —

EXHIBIT B

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Monroe, NC
Monroe, NC

Tank Size/Name: 500,000 Gallon Elevated –
Camp Sutton Tank

Location: 28 Walkup Avenue

Date Prepared: July 27, 2026

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **500,000** gallon water storage tank located at **28 Walkup Avenue, Monroe, NC 28111** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **exterior renovation and repairs prior to the end of Contract Year 1 and interior renovation prior to the end of Contract Year 5.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system

while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first **five** Annual Fees shall be **\$52,851.00** per Contract Year. The Annual Fee for Contract Year 6 shall be **\$22,627.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

4. Structure of Tank, Tank Site Conditions, and Modifications.

- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
- b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
- c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

5. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, including any exterior blasting costs required due to the exterior condition of the Tank; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.



USG WATER
— SOLUTIONS —

EXHIBIT C

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Monroe, NC
Monroe, NC

Tank Size/Name: 2,000,000 Gallon Standpipe –
Gold Mine Tank

Location: 1724 Goldmine Road

Date Prepared: July 27, 2026

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **2,000,000** gallon water storage tank located at **1724 Goldmine Road, Monroe, NC 28110** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **repairs prior to the end of Contract Year 1, exterior renovation prior to the end of Contract Year 3 and interior renovation prior to the end of Contract Year 6.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first **six** Annual Fees shall be **\$87,362.00** per Contract Year. The Annual Fee for Contract Year 7 shall be **\$33,595.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

4. Structure of Tank, Tank Site Conditions, and Modifications.

- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
- b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
- c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

5. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing

wage requirements, so that the Company may submit revised amounts for Annual Fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, including any exterior blasting costs required due to the exterior condition of the Tank; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.



USG WATER
— SOLUTIONS —

EXHIBIT D

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Monroe, NC
Monroe, NC

Tank Size/Name: 1,000,000 Gallon Elevated –
Patton Ave Tank

Location: 530 Patton Avenue

Date Prepared: July 27, 2026

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **1,000,000** gallon water storage tank located at **530 Patton Avenue, Monroe, NC 28110** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **exterior renovation and repairs prior to the end of Contract Year 1 and interior renovation prior to the end of Contract Year 4.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system

while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first **four** Annual Fees shall be **\$100,019.00** per Contract Year. The Annual Fee for Contract Year 5 shall be **\$32,934.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

4. Structure of Tank, Tank Site Conditions, and Modifications.

- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
- b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
- c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

5. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, including any exterior blasting costs required due to the exterior condition of the Tank; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.



USG WATER
— SOLUTIONS —

EXHIBIT E

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Monroe, NC
Monroe, NC

Tank Size/Name: 1,000,000 Gallon Composite Hydropillar –
Rocky River Tank

Location: 413 South Rocky River Road

Date Prepared: July 27, 2026

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **1,000,000** gallon water storage tank located at **413 South Rocky River Road, Monroe, NC 28110** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **exterior renovation and repairs prior to the end of Contract Year 1 and interior renovation prior to the end of Contract Year 4.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.
- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system

while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first **four** Annual Fees shall be **\$77,399.00** per Contract Year. The Annual Fee for Contract Year 5 shall be **\$20,720.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

4. Structure of Tank, Tank Site Conditions, and Modifications.

- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
- b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
- c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

5. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, including any exterior blasting costs required due to the exterior condition of the Tank; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.



USG WATER
— SOLUTIONS —

EXHIBIT F

Utility Service Co., Inc.

Water Tank Maintenance Contract

Owner: City of Monroe, NC
Monroe, NC

Tank Size/Name: 500,000 Gallon Elevated – Nelson Heights Tank

Location: 381 Jackson Street

Date Prepared: July 27, 2026

1. Company's Engagement and Responsibilities. The Owner agrees to engage the Company to provide the professional services needed to maintain its **500,000** gallon water storage tank located at **381 Jackson Street, Monroe, NC 28111** (hereinafter, "the Tank"). The professional services entail the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and subsequent maintenance activities thereafter. Upfront Renovation and maintenance activities are collectively referred to as "the Services" in this Contract, and include the following:

- a. The Tank shall receive an Upfront Renovation, which will include: **a washout inspection prior to the end of Contract Year 1 and exterior renovation, interior renovation and repairs prior to the end of Contract Year 2.** For purposes of this Contract, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the Contract is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").
- b. Annually, the Company will inspect the Tank to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
- c. Biennially, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
- d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this Contract. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.
- e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as complete repainting is needed. The need for interior painting of the Tank is to be determined by the thickness of the existing liner and its protective condition. Only materials approved for use in potable water tanks will be used on any interior surface area. The need for exterior painting of the Tank is to be determined by the appearance and protective condition of the existing paint. At the time that the exterior requires repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date, defined in the signature block hereinafter.
- f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the Contract. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.
- g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: customerservice@usgwater.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this Contract. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

- h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.
- i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

2. Contract Price/Annual Fees. For the performance of the Services required by Section 1, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the Contract. The first (1) Annual Fee shall be **\$5,000.00** per Contract Year. The Annual Fees **for years 2 through 6 shall be \$154,575.00** per Contract Year. The Annual Fee for Contract Year 7 shall be **\$31,696.00**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this Contract.

3. Changes or Delays to Services. For purposes of this Section 4, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") at the Company's discretion, and such replacement does not constitute a modification of this Contract.

4. Structure of Tank, Tank Site Conditions, and Modifications.

- a. In providing the Services, the Company accepts the Tank based upon its existing structure and components as of the Effective Date.
- b. ***Any modifications to the Tank after the Effective Date, including antenna installations, shall first be approved by the Company (prior to installation) and may warrant an increase in the Annual Fees.***
- c. Changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the Company's cost in delivering the Services, will be just cause for an equitable adjustment of the Annual Fees in this Contract.

5. Environmental, Health, Safety, Labor, or Industry Requirements. The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this Contract, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this Contract. Said equitable adjustment of the Annual Fees in this Contract will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this Contract is not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing

wage requirements, so that the Company may submit revised amounts for Annual Fees.

6. Excluded Items. This Contract does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the Contract, including any exterior blasting costs required due to the exterior condition of the Tank; except for exterior blast renovation in Contract Year 2; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

7. Field Verification of Repair Requirements. Due to the nature of corrosion, coating degradation, and concealed or inaccessible conditions, actual repair requirements may vary from visual observations. The Annual Fees include reasonable allowances for certain repair items based on visual inspection and engineering judgment; however, such quantities are estimates. Upon completion of surface preparation and exposure of underlying materials, actual repair quantities will be field-verified, and any variance from included allowances shall be reconciled and documented via a written addendum signed by both parties prior to proceeding with additional work, except where immediate action is required to address safety, structural integrity, or schedule impacts. Owner agrees to compensate Company for all quantities of work performed as negotiated by the parties. This process is intended to ensure transparency and that only actual, necessary repairs are performed to achieve the intended service condition of the asset.



STAFF REPORT

TO: Public Enterprise Committee

VIA: Mark Watson, City Manager

DATE: September 1, 2026

FROM: Robert Miller, General Manager of Energy Services and Water Resources

PREPARED BY: Robert Miller, General Manager of Energy Services and Water Resources

SUBJECT: Public Safety – Additional Lighting near Miller St. and Meadow St.

SUMMARY STATEMENT

Public Enterprise Committee (PEC) will have a discussion on the potential of additional lighting in the area Miller St. and Meadow St.

REVIEW

There is a public safety concern in the area. The City of Monroe is looking at multiple improvements in the area including clearing brush and trees in the wooded area, lighting improvements, and safety devices.

RECOMMENDATION

The discussion is for informational purposes only, no recommendations are provided.