



City Council Agenda

Thursday, April 09, 2020

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

Cell phones are to be turned off or placed on vibrate during the meeting. Please exit the Council Chambers before using your cell phone.

The agenda is prepared and distributed on Friday preceding the meeting to Council and news media. A work session is then held on the Tuesday preceding the regular meeting at 4:00 pm.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer:

III. Approval of Minutes:

March 10, March 12, and March 24, 2020.

IV. Presentations

- 1. Recognition of Leigh Ann Sells for over 24 years of service with the City of Concord's Finance Department.** Leigh Ann began her employment with the City of Concord in 1996. She spent her career within the Finance Department, holding various positions. Leigh Ann is married to Jimmy Sells and has 2 children. She looks forward to spending her retirement with her family, especially her grandchildren. City staff would like to thank Leigh Ann for her dedicated and professional service. She has always been one of the kindest and unselfish members of the Finance team. If someone needed help, you could always count on Leigh Ann.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

- 1. Conduct a public hearing and consider adopting the Five-Year Agency Plan for the Concord Housing Department that updates the Policies that govern the Public Housing Program.** The Housing Department is required to submit a Five-Year Agency Plan to the United States Department of Housing and Urban Development (HUD) every five years. This plan must be submitted seventy-five (75) days prior to the beginning of the fiscal year. The plan must be available for public review for forty-five (45) days prior to adoption and submission. The plan has been completed and ready for review since Monday, February 10, 2019. The only update to this year's plan is the addition of VASH vouchers for Veterans. A public hearing must be held prior to adoption for any public comments relative to the proposed changes in the department's Five-Year Plan.

Recommendation: Motion to adopt the Five-Year Agency Plan for the City of Concord Housing Department.

- 2. Conduct a public hearing and consider the approval of an agreement between the City of Concord and Bootsmead LeaseCo, LLC to extend sewer infrastructure at 2321 Concord Pkwy S. in Concord.** The Grounds at Concord (the former Philip Morris property) is one of the most significant economic development sites in the state. The City would extend sewer infrastructure to the site as described in the agreement in order to stimulate investment in the local economy, support economic growth in the City, and create jobs. Phase 1 is already a planned project in the City's Capital Improvement Plan and would consist of the City extending sewer infrastructure and

related appurtenances necessary to reach the property line of the site at an estimated cost of \$1,600,000. Cabarrus County would agree to pay the City \$500,000 at \$100,000 per year for a five-year period toward the expense of Phase 1 in a separate agreement. Bootsmead would not reimburse the City for Phase 1. Phase 2 would consist of the City extending approximately 7,000 linear feet of sewer main infrastructure and related appurtenances necessary to bring service from the property line of the site to a point in the interior of the site at an estimated cost of \$3,000,000. All of the City's costs for design and construction of Phase 2 would be subject to reimbursement from Bootsmead, except the City will pay for the cost to increase the size of main from 8 inches to 12 inches. For each and every parcel sold from the approximately 1,600 acre Grounds at Concord site, Bootsmead would remit 10% of the per acre sale price to the City until the total and actual cost of Phase 2 is reimbursed. See attached map showing approximate location of the extension. Final alignment would be determined once the project is designed.

Recommendation: Conduct a public hearing; and consider approving an agreement between the City of Concord and Bootsmead LeaseCo, LLC to extend sewer infrastructure at 2321 Concord Pkwy S. in Concord.

E. Presentations of Petitions and Requests

- 1. Receive a presentation from Sandra Torres regarding the Concord International Festival and consider co-sponsoring the event.** El Puente Hispano is planning to hold an International Festival September 19, 2020 in downtown Concord. On behalf of El Puente Hispano, Ms. Torres will provide information on the upcoming Festival. El Puente Hispano is also requesting the City of Concord co-sponsor the event.

Recommendation: Receive the presentation and consider making a motion to co-sponsor the Concord International Festival to be held in downtown Concord September 19, 2020.

- 2. Consider authorizing the Concord ABC Board to retain extra Distribution of Funds.** The Concord ABC Board is in land negotiations for a new store location. Therefore, the Board is requesting authorization to retain extra distribution of funds to be used for this new location.

Recommendation: Motion to authorize the Concord ABC Board to retain extra distribution of funds for a new store location.

- 3. Consider authorizing the City Manager and City Attorney to enter into a loan modification with Carolina Courts.** Due to the COVID-19 virus, Carolina Courts ceased operations on March 12th. With no income, they have asked F&M Bank and the City of Concord to consider modifying their loans to interest-only to assist them in getting through the pandemic. F&M Bank holds the first mortgage, and they approved a six-month interest only modification starting in April. The City of Concord holds the second mortgage and the proposal is to modify the loan for a three-month period with the authority given to the City Manager and City Attorney to modify it for an additional three months if conditions warrant. Council would have to approve any modification beyond a six-month period. The interest-only payments would be \$1,840.08 per month. The current monthly payments are \$7,425.45 and the loan term is 15 years with the expiration of July 1st, 2034. The interest rate is two percent. The current loan balance is \$1,109,624. The loan expiration would be extended by the appropriate months if Council approves the modification.

Recommendation: Motion to authorize the City Manager and City Attorney to modify the existing loan with Carolina Courts to interest-only for a three-month term with the ability to extend the term by an additional three months if conditions warrant.

- 4. Consider adopting the 2020 Cabarrus County Long Range Public Transportation Master Plan.** Concord Kannapolis Area Transit (Rider) and Cabarrus County Transportation Service (CCTS), along with the cities of Concord, Kannapolis, and Cabarrus County, initiated a Long Range Public Transportation Master Plan study in

2018 with the intent of creating a strong vision for improved public transportation throughout Cabarrus County to address current and future needs. More than 1,200 members of the community participated in the multipronged outreach effort, providing a strong foundation through a variety of means for input from community members, including pop-up events, in person and online surveys to current riders and non-riders, public meetings and focus groups with key stakeholders, and city and county leadership. These activities guided the development of the study and helped the study team define the priorities for the plan. This information, along with demographic and market analysis, were considered when crafting the recommendations. This approach, coupled with strong ridership, regular calls for service to new areas within and outside the county and increasing travel times throughout the region, the need for expanding transit options is clear. This ambitious plan provides recommendations for the next 20 years and defines operational, capital, and personnel improvements in six phases. The plan was presented to the Concord Kannapolis Transit Commission on 2/26/20 and was unanimously adopted. Please see the attached for more information.

Recommendation: Motion to adopt the 2020 Cabarrus County Long Range Public Transportation Master Plan.

5. **Consider authorizing the City Manager to negotiate and execute a contract with Electrical Engineering Consulting & Testing, P.C. in the amount of \$73,925 for final engineering and project management services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.** This contract provides project management services and final design for the switchgear replacement project at the Coddle Creek Water Treatment Plant.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Electrical Engineering Consulting & Testing, P.C. in the amount of \$73,925 for final engineering and project management services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.

6. **Consider authorizing the City Manager to negotiate and execute a contract with The Ryan Company in the amount of \$1,296,900 for construction services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.** The contract provides construction services for the switch gear replacement project at the Coddle Creek Water Treatment Plant. This bid includes the base bid, a 3 year extended warranty, and the remote racking option.

Recommendation: Motion to authorize the City Manager to execute a contract with The Ryan Company in the amount of \$1,296,900 for construction services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.

7. **Consider authorizing the City Manager to negotiate and execute a contract with Landdesign, Inc. for engineering services relating to the design of the Coddle Creek Tributary Outfall Extension to Westridge Lane and to and across the Grounds property.** The Coddle Creek Tributary Outfall Extension is a future year capital improvement project for the Water Resources Department in order to take the Roberta Woods pump station offline. This project is needed to be expedited in order to facilitate economic development at the Grounds site. The contract with Landdesign, Inc would be a fixed fee for engineering and surveying services not to exceed \$418,190.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Landdesign, Inc. for engineering and surveying services relating to the design of the Coddle Creek Tributary Outfall Extension to Westridge Lane and to and across the Grounds property.

8. **Consider authorizing the City Manager to negotiate and execute a contract with AM-Liner East, Inc. for the lining of sewer lines and rehabilitation of manholes.** The Water Resource department performs inspections of the City's sewer lines and identifies those that are in need of repair or replacement. Lines that would cause excessive disturbance to the public if they were replaced by conventional methods,

are earmarked for the cure-in-place pipe rehabilitation method (CIPP). The CIPP method allows the sewer lines to be rehabilitated without the disturbances to the public caused by the conventional method of excavation and replacement. This project was publicly bid and eight (8) bids were received. The lowest responsible bidder was AM-Liner East, Inc in the amount of \$800,461.20. There was a lower bid than AM-Liner East, but this bidder was not considered responsible.

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with AM-Liner East, Inc in the amount of \$800,461.20 for the rehabilitation of 23,197 linear feet of sewer lines and 97 manholes.

- 9. Consider abandoning a right of way across property on Perry Street (PIN 5509 23 7558).** There is a right of way agreement in Deed Book 638 Page 216 to the NC Department of Transportation for road improvements. In 1996, the City annexed this area and certain roads were changed from NCDOT maintained to City maintained and Perry Street was included in that change. The property is proposed to be developed and a portion of the right of way granted under the agreement is no longer needed. Transportation agrees with this abandonment.

Recommendation: Motion to adopt a resolution authorizing the Abandonment of Right of Way.

- 10. Consider authorizing the City Manager to negotiate and execute a construction contract with ALS of North Carolina, LLC for the construction of the Downtown Pedestrian Signal Upgrade project (TIP# EB-5902) contingent upon NCDOT's concurrence of award.** The City of Concord has a municipal agreement with NCDOT for the Downtown Pedestrian Signal Upgrade– EB-5902. The work included in this project consist of upfitting four downtown intersections with pedestrian signals. The intersections include Cabarrus Avenue and Spring Street, Cabarrus Avenue and Church Street, Corbin Avenue and Church Street, and Corban Avenue and Spring Street. The lowest responsive and responsible bidder was ALS of North Carolina, LLC. in the amount of \$198,128.10.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with ALS of North Carolina, LLC. in the amount of \$198,128.10 for the Downtown Pedestrian Signal Upgrade project (TIP #EB-5902) contingent upon NCDOT's concurrence of award.

- 11. Consider a Preliminary Application from Brian Webb.** In accordance with City Code Chapter 62, Brian Webb has submitted a preliminary application to receive water and sewer service outside the City limits. The property is located at 550 Devereaux Place NE. The parcel is zoned RM-1 and the applicant wants to develop with a single family home. Per NCGS 160A-58.1(b)(4), the City may not require annexation since the single lot is part of a subdivision as defined in GS 160A-376.

Recommendation: Motion to accept the preliminary application and have the owner proceed to the final application phase excluding annexation.

- 12. Consider adopting a resolution ratifying a Declaration of a State of Emergency.** The City of Concord Code of Ordinances, Section 26-37(c) requires that, "Whenever a state of emergency is declared by the mayor, the City Attorney shall prepare a resolution ratifying the existence of a state of emergency and the need for continuing the state of emergency. The city council shall approve or disapprove the resolution within seven days from the date of the original declaration by the mayor and at least every 14 days thereafter unless the state of emergency is terminated sooner." Mayor Dusch declared a State of Emergency in Concord at 12:00 p.m. on March 19, 2020. The City Council held an emergency meeting on March 24, 2020 to adopt a resolution to ratify said declaration. Adoption of the attached resolution is required pursuant to Sec 26-37(c).

Recommendation: Motion to adopt a resolution to ratify a Declaration of a State of Emergency.

VII. Consent Agenda

- A. Consider approving the suspension of CK Transit Rider fares and implement rear loading of transit vehicles until further notice.** Suspending fares and allowing rear loading of the vehicles will allow a safer environment for the Rider bus drivers as well as ensure that citizens have access to the basic service transportation during this pandemic. CATS, Gastonia, Cary, Raleigh, Triangle Transit, and Durham have made similar implementations. This is a temporary suspension and will be rescinded when the COVID-19 situation has been resolved.

Recommendation: Motion to suspend CK Transit Rider fares and implement rear loading of transit vehicles until further notice.

- B. Consider suspending disconnection as a remedy for nonpayment of utility service charges including suspending late fees and grant authority to the City Manager to return to normal operations once the State of Emergency Declaration has ended.** The North Carolina Utilities Commission has issued an order to compel all public utilities to suspend disconnection of utility services as a remedy for nonpayment of charges and to suspend late fees. The order is attached to this agenda item. The N.C. Attorney General is asking municipal and local utilities that provide water, power, gas, or other vital services to residents, to pledge the following during this state of emergency: not to disconnect your residents from utility services, and to suspend late fees for nonpayment of utility service. The Customer Service Policies & Procedures grants authority to the City Manager to act during emergency situations. The City Manager had previously instructed staff to discontinue disconnections as a remedy for nonpayment. Upon receiving the information from the N.C. Attorney General, late fees were also suspended. Your approval will give clear direction to staff and City residents regarding utility operations. Staff is also recommending the City Manager be authorized to return utility operations to normal once the N.C. State of Emergency ends.

Recommendation: Motion to suspend disconnection as a remedy for nonpayment of utility service charges including suspending late fees and authorize the City Manager to return to normal operations once the State Emergency Declaration has ended.

- C. Consider adopting a resolution to amend the City's Customer Service Policies and Procedures, Article 5.10, Emergency Disconnection During Extreme Weather/Emergencies.** The City Manager has authority to make decisions regarding disconnection during times of unusual conditions, such as hot or cold weather and other emergency situations. Staff is recommending that the Customer Service Policies and Procedures be amended to clearly state that the City Manager may make decisions regarding utility service during times of emergencies in the City.

Recommendation: Motion to adopt a resolution to amend the City's Customer Service Policies and Procedures, Article 5.10, Emergency Disconnection During Extreme Weather/Emergencies.

- D. Consider authorizing the Police Department to apply for The Bureau of Justice Assistance (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Program (Opportunity ID BJA-2020-18553).** The Coronavirus Emergency Supplemental Funding (CESF) Program will provide funding to assist in preventing, preparing for, and responding to the coronavirus. The City of Concord is eligible to receive up to \$34,597 based on previous JAG allocations and it can be used on equipment (including law enforcement and medical personal protective equipment), supplies (such as gloves, masks, sanitizer), training, and travel expenses. There is no local match required for the grant.

Recommendation: Motion to authorize the Police Department to apply for The Bureau of Justice Assistance (BJA) FY 2020 Coronavirus Emergency Supplemental Funding Program (Opportunity ID BJA-2020-18553).

- E. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Campbell Farms Charlotte, LLC, (PIN 5538-41-2397) 5840 & 5860 Flowes Store Road; and Ellenwood Charlotte, LLC, (PIN 4670-63-8898) 10595 Ellenwood Road. Access easement and SCM maintenance agreement is being offered by the owners.
Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Campbell Farms Charlotte, LLC and Ellenwood Charlotte, LLC.
- F. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5 the following final plats and easements are now ready for approval: Bedford Farms Phase 4, Ellenwood Park, and Campbell Farms. Various utility easements and public rights-of-ways are offered by the owners.
Recommendation: Motion to accept the offer of dedication on the following plat and easements: Bedford Farms Phase 4, Ellenwood Park, and Campbell Farms.
- G. Consider accepting an Offer of Infrastructure at Pendleton Phase 2 Map 4, Birchwood Commons, Christenbury Outlot 5, Wayforth Phase 2, Carvana, and Hunton Forest Phase 2-2 Map 5.** In accordance with the CDO Article 5 improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 616' of 12" water main, 3' of 10" water main, 3,561' of 8" water main, 30' of 6" water main, 83' of 4" water main, 4 hydrants, 3,092' of 8" sewer line, and 18 manholes.
Recommendation: Motion to accept the offer of infrastructure in the following subdivisions and sites: Pendleton Phase 2 Map 4, Birchwood Commons, Christenbury Outlot 5, Wayforth Phase 2, Carvana, and Hunton Forest Phase 2-2 Map 5.
- H. Consider adopting an ordinance ordering the demolition of the structure located at 93 James St, SW (PIN# 5620-85-2811) owned by Sheila Louise Nance, Sandra Lynette Carmon, Teresa Lavette Nance Anderson, James Hayes Nance, Richard Bryant Nance, Glenn Allen Nance, Sandy Berlin Nance, County of Cabarrus, Andrew Phillips & Frederick Kruas, (Guardian Ad Litem ad Terrance Culbertson).** The structure is located on a single parcel and has a building tax value of \$ 52,160, per Cabarrus County land records. Upon inspection, the structure was considered to be dilapidated. Desmond Miller, Code Enforcement Officer, opened the case February 28, 2019. The Finding of Fact and Order to Repair or Demolish was issued on December 19, 2019. The last compliance date was January 20, 2020. The order to repair or demolish expired on March 23, 2020. There has been no attempt to come into compliance with this case. No civil penalties have been imposed.
Recommendation: Motion to adopt an ordinance ordering the demolition of the structure located at 93 James St, SW.
- I. Consider adopting a General Fund operating budget amendment to recognize matching funds from Cabarrus County for Emergency Management operations.** The Concord Fire Department has received \$1,000 in matching funds from Cabarrus County. Staff is recommending that these funds be allocated to Emergency Management operations.
Recommendation: Motion to adopt a General Fund operating budget amendment to recognize matching funds from Cabarrus County for Emergency Management operations.
- J. Consider adopting a General Fund operating budget amendment to fund the Samuel Leder Scholarship with proceeds from the Mayor's Golf Tournament.** City Council previously approved a contribution of \$5,000 for the Samuel Leder Scholarship. The proceeds will be taken from the Mayor's Golf Tournament Fund.

Staff is requesting that the attached amendment be approved so budgets can be adjusted to actual contributions from the Mayor's Golf Fund.

Recommendation: Motion to adopt a General Fund operating budget amendment to fund the Samuel Leder Scholarship with proceeds from the Mayor's Golf Tournament.

- K. Consider adopting a General Fund operating budget amendment and a Streetscape project budget amendment and approve the use of contingency funds.** City Council authorized the City Manager to negotiate and execute an engineering contract with McGill Associates, PA at the March 12, 2020 Council Meeting. The Streetscape project currently has \$200,000 allocated for the engineering costs and an additional \$305,000 will be needed due to the expanded scope of the project. The General Fund contingency account has an available balance of \$300,000 and City Council is being asked to release those funds for the Streetscape design. The additional \$5,000 will be taken from excess revenues that have been collected. Staff is requesting that these funds, \$305,000, be transferred to the Streetscape project fund.

Recommendation: Motion to adopt a General Fund operating budget amendment and a Streetscape project budget amendment and approve the use of contingency funds.

- L. Consider adopting a General Fund Capital Project fund ordinance to close the Parking & Access Road project.** The Parking & Access Road project at the Brown Operation's Center has been eliminated. Staff is recommending that those funds be placed in the reserve account so they can be allocated to future projects.

Recommendation: Motion to adopt a General Fund Capital Project fund ordinance to close the Parking & Access Road Project.

- M. Consider adopting a Transportation Capital Project ordinance for the Dorland Realignment project.** The Dorland Realignment project has been eliminated. Staff is recommending that the \$200,000, previously allocated to this project, be placed in reserves for future transportation projects.

Recommendation: Motion to adopt a Transportation Capital Project ordinance amendment for the Dorland Realignment project.

- N. Consider adopting a Wastewater capital project ordinance for the Grounds project located at the former Phillip Morris site.** As presented in the public hearing section of this agenda meeting, the City will be entering into agreements with developers as well as Cabarrus County to extend sewer to the property known as The Grounds. The total project is estimated to cost \$5.6 million. The county will contribute \$500,000, paid over 5 years; the developer will contribute \$3 million; and the City will receive funds when property is sold at The Grounds. Development Fees will be used to complete the funding in the amount of \$2.1 million. This project will be completed in phases and money will also be funded in phases. This amendment will set up the project so preliminary work can begin.

Recommendation: Motion to adopt a Wastewater capital project ordinance for the Grounds project located at the former Phillip Morris site.

- O. Consider acceptance of the Tax Office reports for the month of February 2020.** The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of February 2020.

- P. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of February 2020.** G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of February 2020.

Q. Receive monthly report on status of investments as of February 29, 2020. A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

Recommendation: Motion to accept the monthly report on investments

VIII. Matters not on the agenda

- TAC
- MTC
- Centralina Council of Government (CCOG)
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Task Force Committee

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE CITY CLERK AT (704) 920-5205 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE MEETING.

CITY OF CONCORD
COUNTY OF CABARRUS
NORTH CAROLINA

ECONOMIC DEVELOPMENT
AGREEMENT BETWEEN
CITY OF CONCORD AND
COMPANY LEGAL NAME.

This Agreement is entered into effective as of _____, 2020 (Agreement Date) by and between COMPANY LEGAL NAME, a North Carolina corporation, authorized to conduct business in North Carolina (Company), its successors and/or assigns, and the City of Concord, North Carolina, a North Carolina municipal corporation (City), and describes the agreement between the parties relating to an economic development project to assist the Company in the development of a sixteen hundred acre supersite potentially suitable for various uses such as corporate headquarters, industrial, and manufacturing facilities, showrooms, research and development facilities design facilities and training facilities at 2321 Concord Pkwy S., Concord, NC 28027 (the "Site") and identified as PIN numbers 5519-57-6884, 5610-50-3766, and 5610-21-6230.

RECITALS:

WHEREAS, the City is vitally interested in the economic welfare of its citizens and the creation and maintenance of sustainable and well-paying jobs for its citizens in strategically important industries and therefore wishes to provide the necessary conditions to stimulate investment in the local economy and promote business, resulting in the creation of a substantial investment in the City and to encourage economic growth and development opportunities which the City has determined will be made possible pursuant to the Project; and

WHEREAS, the City recognizes that the Project may bring direct and indirect benefits to the City, including development of new or expanding business, job creation, economic diversification and stimulus, and has offered economic development incentives in the form of wastewater infrastructure to assist with the development of the Site and induce future companies to locate new projects at the Site; and

WHEREAS, to encourage community comment and fulfill the requirements of the General Statutes, the City Council held a public hearing on offering this Agreement to the Company at a regularly scheduled meeting held on March 12, 2020; and

WHEREAS, the City hereby acknowledges that the terms of this Agreement, including specifically the development of the Site and the installation of infrastructure described in this Agreement, constitute a dispositive inducement to the City to offer this Agreement and similarly the Company hereby acknowledges that future development opportunities on the Site will result from the City's offer of wastewater infrastructure assistance as described in this Agreement and that such incentives and assistance serve a valid public purpose.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements set forth herein, the parties hereby agree as follows:

I. City Infrastructure Investment

The City shall construct or cause to be constructed wastewater infrastructure to reach the interior of the Site under the following conditions:

Phase 1

Phase 1 shall consist of sewer main infrastructure and related appurtenances necessary to reach the property line of the Site. Design and construction of Phase 1 is estimated at \$1,600,000.00. The City shall contract for the design and construction of Phase 1. The costs associated with property acquisition, design and the cost of the construction of Phase 1 shall not be subject to reimbursement.

Phase 2

Phase 2 shall consist of approximately 7000 linear feet of sewer main infrastructure and related appurtenances necessary to bring sewer service from the current property line of the site to a point in the interior of the Site that is approximately 7000 linear feet from the property line. Final alignment shall be determined after the project is designed, but shall be in the approximate location depicted on **Exhibit ___**. Design and construction of Phase 2 is estimated at \$3,000,000. The City shall contract for the design and construction of Phase 2. All costs actually incurred by the City for the design and construction of Phase 2 shall be subject to the reimbursement provisions set forth below, except that the City shall pay the actual cost associated with increasing the size of the sewer main from eight (8) inches to twelve (12) inches.

II. Property Rights and Infrastructure Ownership

Company shall convey easement rights to the City in a form substantially similar to the form attached as **Exhibit ___**. Such easement rights shall include not less than fifteen (15) feet on each side of the centerline of the pipe and shall be depicted on a survey to be recorded just prior to recordation of and referenced in the easement conveyance deeds. The final width of the necessary easements will be determined after the design is complete. Any necessary access easements shall be conveyed with the infrastructure easements. Any necessary temporary construction easements shall be conveyed as needed.

III. Reimbursement of Expenditures

Company shall reimburse City for all actual and documented costs associated with the design and construction of Phase 2. This shall include without limitation surveying, geotechnical testing, engineering, permitting, and construction.

Reimbursement shall be accomplished as follows: For each and every parcel sold from the approximately sixteen-hundred-acre Site, Company shall remit ten per cent (10%) of the per acre sale price to the City until the total incurred actual and documented costs are reimbursed.

IV. Indemnification and Limitations

Company will indemnify and hold harmless the City, and its officers and employees (the “Indemnified Parties”), for damages imposed upon them by a court of final determination based on any claims of third parties arising out of any act or omission of the Company in the performance required of it by this Agreement, provided, however, that such indemnification shall not apply to third party claims arising out of or relating to an intentional or negligent act or omission of the City. The City agrees that none of the foregoing shall be construed to release the City from the obligations it has undertaken elsewhere in this Agreement. Except as otherwise set forth herein, each Indemnified Party and the Company agrees to pay its own costs incurred in connection herewith, including all costs incurred in connection with the preparation of this Agreement.

NEITHER PARTY SHALL NOT BE LIABLE TO THE OTHER PARTY UNDER ANY CIRCUMSTANCES FOR ANY CLAIMS ARISING OUT OF ANY ACT OR OMISSION IN THE PERFORMANCE REQUIRED OF IT BY THIS AGREEMENT FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOST REVENUES AND PROFITS, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

VI. Termination of Agreement

This Agreement shall terminate after the Company has made the last of the reimbursement payments required by this Agreement. After such termination, this Agreement will be null and void, and the parties to this Agreement will have no further obligations from one to the other thereafter, except as specifically noted in this Agreement.

VII. Assignments

The Company shall not assign this Agreement or any portion thereof without the written consent of the City which will not be unreasonably withheld; provided, however, the Company shall be permitted without obtaining the City’s consent to assign this Agreement or any portion thereof, to any direct or indirect wholly-owned subsidiary or other related party of the Company or to any company that is the successor by merger, asset purchase or otherwise to all or substantially all of its business (and any such party shall assume all obligations of the Company under this Agreement), provided that the City is notified in writing of such assignment within thirty days. However, in the event of such assignment, the Company will still remain ultimately responsible and liable for the performance of the Company’s obligations hereunder.

VIII. Representations

The Company represents as of the date of this Agreement as follows:

- A. The Company (i) is a Corporation duly organized and validly existing under the laws of its state of organization; (ii) is duly qualified to transact business and is in good standing in North Carolina; (iii) is not in violation of any provision of its organizational documents; (iv) has full power to own its properties and conduct its business; (v) has full power and authority to enter into this Agreement and to enter into and carry out the transactions contemplated by this Agreement; (vi) by proper action has duly authorized the execution and delivery of this Agreement; and (vii) is not in default under any provision of this Agreement.
- B. The Company's execution and delivery of this Agreement neither conflicts with, nor will result in, a breach or default under its organizational documents; nor, to the best of its knowledge, will its execution and delivery conflict with, or result in, a breach or default under the terms, conditions, or provisions of any statute, order, rule, regulation, agreement, or instrument to which the Company is a party or by which it is bound; nor will its execution and delivery result in the imposition of any lien on its property.
- C. The Company has duly authorized, executed, and delivered this Agreement, and to the Company's knowledge, this Agreement constitutes its legal, valid, and binding obligations, enforceable in accordance with its terms.
- D. To the Company's knowledge, there is no litigation or proceeding pending or, to its knowledge, threatened against the Company, which would adversely affect the validity of this Agreement.

The City represents as of the date of this Agreement as follows:

- E. To the best of the City's knowledge at the time of execution of this Agreement, no officer or official of the City has any interest (financial, employment, or other) in the Company or the transactions contemplated by this Agreement.
- F. With respect to this Agreement, City has complied fully with all requirements of N.C. General Statute 158-7.1, to the City's ability and knowledge.

NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS CREATING A PLEDGE OF THE FAITH AND CREDIT OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL DEBT LIMITATION. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED OR INTERPRETED AS DELEGATING GOVERNMENTAL POWERS NOR AS A DONATION OR A LENDING OF THE CREDIT OF THE CITY WITHIN THE MEANING OF THE STATE CONSTITUTION. THIS AGREEMENT SHALL NOT DIRECTLY OR INDIRECTLY OR CONTINGENTLY

OBLIGATE THE CITY TO MAKE ANY PAYMENTS BEYOND THOSE APPROPRIATED IN THE SOLE DISCRETION OF THE CITY FOR ANY FISCAL YEAR IN WHICH THIS AGREEMENT SHALL BE IN FORCE. NO PROVISION OF THIS AGREEMENT SHALL BE CONSTRUED TO PLEDGE OR TO CREATE A LIEN ON ANY CLASS OR SOURCE OF THE CITY’S MONEYS, NOR SHALL ANY PROVISION OF THE AGREEMENT RESTRICT TO ANY EXTENT PROHIBITED BY LAW, ANY ACTION OR RIGHT OF ACTION ON THE PART OF ANY FUTURE CITY GOVERNING BODY. TO THE EXTENT OF ANY CONFLICT BETWEEN THIS ARTICLE AND ANY OTHER PROVISION OF THIS AGREEMENT, THIS ARTICLE TAKES PRIORITY.

IX. Miscellaneous

- A. **Definitions.** All terms used in this Agreement and not otherwise defined will have their commonly accepted dictionary meanings.
- B. **Governing Law.** The parties intend that the law of the State of North Carolina will govern this Agreement.
- C. **Notices.**
 - (1) Any communication required or permitted by this Agreement must be in writing except as expressly provided otherwise in this Agreement.
 - (2) Any communication under this Agreement shall be sufficiently given and deemed given when delivered by email, by hand, by private delivery service or by US Postal Service, first-class certified mail, postage prepaid, and addressed as follows:

If to Company: **TBD**

If to the City: City Manager
City of Concord
35 Cabarrus Avenue West
Concord, NC, 28025

P. O. Box 308
Concord, NC 28026-0308

paynel@concordnc.gov

With a required copy to: City Attorney
City of Concord
35 Cabarrus Avenue West

Concord, NC 28025

P.O. Box 308
Concord, NC 28026-0308

kolczynv@concordnc.gov

With a required copy to: Finance Director

City of Concord
Finance Dept.
35 Cabarrus Avenue West
Concord, NC, 28025

PO Box 308
Concord, NC 28026-0308

hinsonp@concordnc.gov

Any addressee may designate additional or different addresses for communications by notice given under this Section to each other.

- D. **Non-Business Days.** If the date for making any payment or performing any act or exercising any right is not a Business Day, such payment must be made or act performed or right exercised on or before the next Business Day. A Business Day shall be any day Monday through Friday excluding any day which is a legal holiday and the United States Post Office is closed for transactions.
- E. **Entire Agreement: Amendments.** This Agreement, including any Exhibits attached, which is incorporated herein and made a part hereof constitute the entire contract between the parties. This Agreement may not be changed except in writing signed by all parties.
- F. **Binding Effect.** This Agreement is binding upon, inures to the benefit of and is enforceable by the parties and their respective successors and assigns. There are no other agreements or other conditions precedent to the binding nature of the respective obligations.
- G. **Time.** Time is of the essence in this Agreement and each and all of its provisions.
- H. **Liability of Officers and Agents.** No officer, agent, or employee of the City or Company shall be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents, or employees shall be deemed to execute such documents in their official capacities only, and not in their individual

capacities. This Section shall not relieve any such officer, agent, or employee from the performance of any official duty provided by law.

- I. **Counterparts.** This Agreement may be executed in several counterparts, including separate counterparts. Each shall be an original, but all of them together constitute the same instrument.

- J. **Dissolution of Company.** If the Company's legal entity is dissolved or suspended and the Company does not notify the City of such dissolution in ten calendar days and/or the entity status is not reinstated in thirty business days, this Agreement, at the sole option of the City, shall be declared null and void or the Company shall execute a new Agreement showing the Company's correct legal entity.

- K. **Notice of Potential Disclosure of Confidential Company Information.** The Company acknowledges that it has been informed by the City that the City is required by North Carolina law to disclose "Public Records" as the term is defined by North Carolina General Statutes § 132-1, upon request. All information disclosed to the City by the Company which is subject to that definition and whose disclosure is not otherwise protected by law will be released by the City upon request as provided by North Carolina General Statutes § 132-6. The City may withhold from disclosure confidential records as defined by North Carolina General Statutes § 132-1.2. The Company acknowledges that it has read and is familiar with the City's obligations of public disclosure of documents and the definitions of confidential documents as contained in Chapter 132 of the North Carolina General Statutes. In order to prevent the disclosure of the confidentiality of information identified by the Company as a trade secret or as "confidential" pursuant to North Carolina General Statute § 132.1.2 the City shall, if it receives a request for disclosure of such information, notify the Company of such request so that the Company may defend any claims or disputes arising from efforts of others to cause such trade secrets to be disclosed as a public record. The Company acknowledges that this disclosure of the City's public records requirements is given pursuant to North Carolina General Statutes § 132-1.8(b) and agrees that such disclosure is full and sufficient to the satisfaction of the Company. Both parties agree that this Section will survive the termination of the Agreement.

- L. **Force Majeure.** Any delay in the performance of any of the duties or obligations of either party hereunder (the "Delayed Party") shall not be considered a breach of this Agreement and the time required for performance shall be extended for a period equal to the period of such delay, provided that such delay has been caused by or is the result of any acts of God; acts of the public enemy; insurrections; riots; embargoes; labor disputes, including strikes, lockouts, job actions, or boycotts; shortages of materials or energy; fires; explosions; floods; changes in laws governing international trade; or other unforeseeable causes beyond the control and without the fault or negligence of the Delayed Party. The Delayed Party shall give

prompt notice to the other party of such cause, and shall take whatever reasonable steps are necessary to relieve the effect of such cause as promptly as possible. No such event shall excuse the payment of any sums due and payable hereunder on the due date thereof except any payment due upon the occurrence of any act or event for which delayed performance is excused as provided above.

- M. **Severability.** If any court of competent jurisdiction holds any provision of this Agreement invalid or unenforceable, then (a) such holding shall not invalidate or render unenforceable any other provision of this Agreement, unless such provision is contingent on the invalidated provision; and (b) the remaining terms hereof shall, in such event, constitute the parties' entire agreement.
- N. **Audit Right.** The City reserves the right to require a certified audit at the City's expense or may perform the audit through the use of its staff pertaining to the Company's compliance with the conditions described in this Agreement during normal business hours and upon reasonable prior notice.
- O. **Effective Date of This Agreement.** The effective date of this Agreement shall be the date that the agreement is executed by all signatories.

(SIGNATURES FOLLOW ON THE NEXT TWO PAGES.)

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

<p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Kim Deason, City Clerk</p>	<p>CITY OF CONCORD NORTH CAROLINA</p> <p>By: _____ William C. Dusch, Mayor</p> <p>DATE: _____</p>
---	---

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

Pam Hinson, Finance Director
City of Concord, North Carolina
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
VaLerie Kolczynski, City Attorney

	<p>COMPANY LEGAL NAME</p> <p>BY: _____ TYPE OUT NAME HERE</p> <p>DATE: _____</p>

STATE OF _____,
COUNTY OF _____

I, _____ [*Notary's Name*], a Notary Public of _____
County, _____ [*County & State of Recording Office*], certify that
_____ [*Signor's Name*], _____ [*Title*] of
_____ personally appeared before me this day and acknowledged the
due execution of the foregoing instrument.

WITNESS my hand and notarial seal/stamp, this the _____ day of _____, 2019.

Printed Name of Notary: _____

My commission expires: _____

[SEAL]



Approx. Phase 2 end

Phase 2 Start at property line

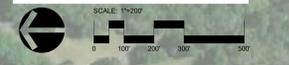
Phase 2

Parcel Data

1. Owner: Roberta Woods Home Owners Association
PID: 55192242640000
2. Owner: Concorde Pointe Limited
PID: 55192149800000
3. Owner: NCDOT
PID: 55192115660000
4. Owner: Cascades LLC A NC LLC
PID: 55192134910000

LEGEND

- EX. WETLAND
- 100 YR FLOOD PLAIN



Philip Morris Redevelopment, 2321 Concord Pky S., Concord, NC 28027 ▪ Gravity Sewer Layout Exhibit
 PN1016061 | 08.09.2019 | Bootsmead Leasco, LLC.

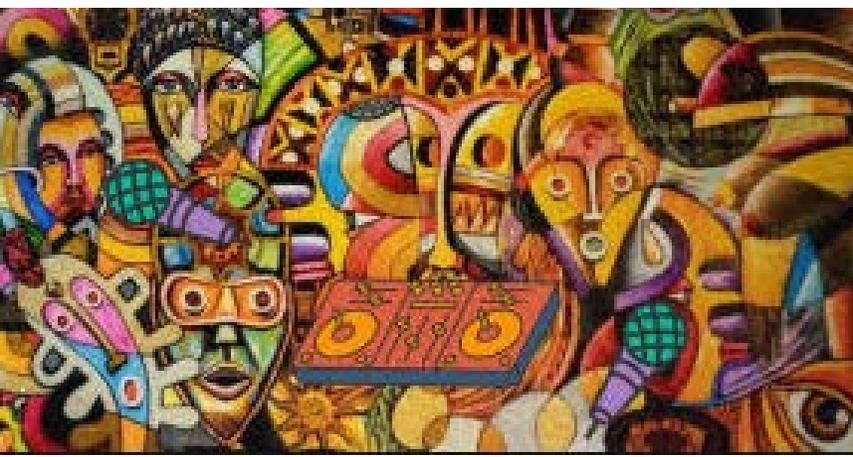




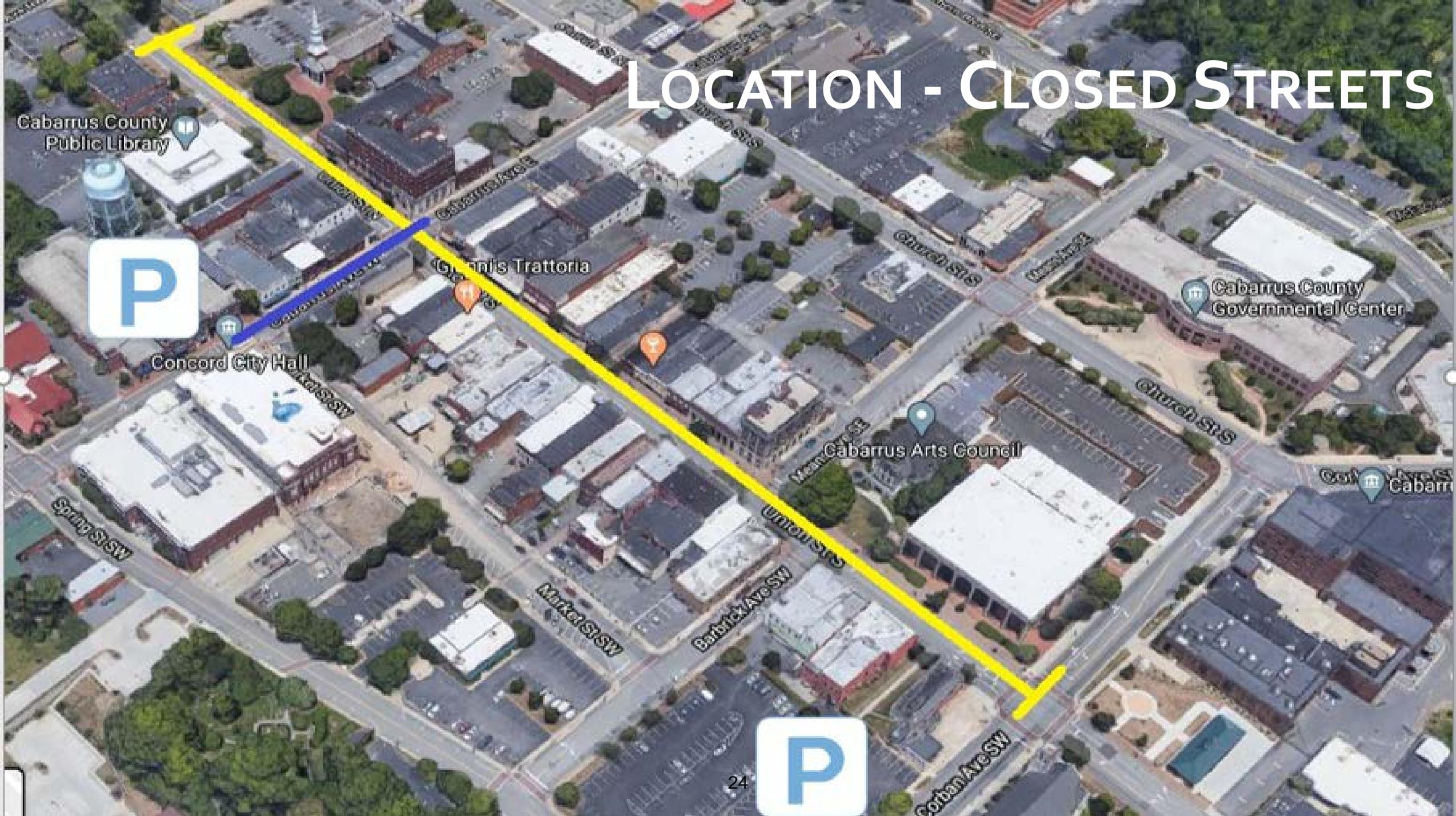
Concord International Festival

September 19, 2020

12:00 PM to 6:00 PM



LOCATION - CLOSED STREETS



Cabarrus County Public Library



Concord City Hall

Gianni's Trattoria

Cabarrus County Governmental Center

Cabarrus Arts Council



LAYOUT

KILLARNEY AVENUE NE

CABARRUS AVE

CORBAN AVE

-  VENDOR / NONPROFIT
-  FOOD VENDOR
-  SPONSOR
-  FOOD TRUCK

Country A



Country C



Country D



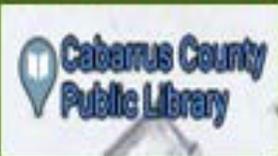
Country F



Country H



MAIN STAGE



Country B



Country E



Country G



Country I



UNION STREET



OUR VISION

- More than 20K residents of Cabarrus County were born outside of the United States.
- It will be a **celebration** of different countries and cultures
- It will help us to better understand each other, highlighting our similarities while embracing and celebrating our differences.
- We will **showcase** the countries' cuisine, music, dances and culture.

LAYOUT IDEAS

- The main stage will be set up in front of the Cabarrus Library.
- Union Street will be transformed into a world **showcase** representing different **countries** and **cultures**.
- Areas will be set up by continents/regions.
- The **food trucks** will be set up in Cabarrus Ave.
- We will have foreign and domestic **beers**, cocktails and other alcoholic drinks from different countries.

2020 Cabarrus County Long Range Public Transportation Master Plan Additional information

Commuting patterns for Cabarrus and Mecklenburg County indicate a significant amount of regional demand to access jobs. In addition to Charlotte being the most common out-of-county work destination for Cabarrus residents, Charlotte residents continue to make up a considerable portion of those who commute into Cabarrus County for work. Important key regional destinations, including the Veterans Affairs Hospital in Salisbury, North Carolina Research Campus, Charlotte Motor Speedway, Concord Mills, The Grounds at Concord, Concord-Padgett Regional Airport, Uptown Charlotte, and University of North Carolina Charlotte, require frequent transit into and throughout Cabarrus County. These key locations and regional travel patterns represent an opportunity for improved mobility via investment in public transit for those who live in Cabarrus County and work regionally. Additionally, an opportunity exists to greatly broaden the talent pool for companies in Concord, Kannapolis and Cabarrus County. From an economic development perspective, increasingly, companies are prioritizing (and often requiring) transit as a key element when deciding on where to locate or expand.

It is crucial that Concord, Kannapolis, and Cabarrus County take steps now to improve and add mobility options for all to effectively address growing congestion and increasing travel times, equitable access to education, medical and social services, cultural and sporting activities and events, as well as provide better access to jobs and the attraction of new and diverse employment opportunities. Transit services will be essential as part of a comprehensive strategy for effectively accommodating growth and managing ever more complex transportation demands. It is imperative to successfully accommodate this growth in population and travel demand and help Concord, Kannapolis and Cabarrus County develop and maintain a quality of life that helps our area compete on a national level in terms of being a desirable place to live and work. It is critical that we address current and future unmet needs and opportunities to expand public transit opportunities across the county, while improving regional connectivity.

The Concord UZA, and Cabarrus County in particular, is adding population and jobs rapidly, with significant growth expected to continue over the next 25 to 30 years. Cabarrus County is projected to increase in population by 160,000 people (up 89.88% from 2010 Census numbers) by 2035. Because of this growth, more people will be commuting to work, seeking access to educational opportunities, more senior citizens will be traveling to medical appointments, and more freight will be traversing the region on capacity-constrained corridors. Cabarrus County's unique characteristics – geographic location, cost of living, employment opportunities, population demographics, development patterns & policies, political environment and rapid growth create myriad challenges and opportunities for the area as whole and public transit in particular. Mobility is no longer a choice – it's a necessity. Even for those who do own a vehicle, having other mobility options can help reduce the need for additional vehicles in a household (and on local roadways), as well as save time, money and the hassle of dealing with traffic and parking.

Effective mobility is critical to everyone living in, working in, or visiting Cabarrus County. The Cabarrus County Long Range Public Transportation Master Plan will provide local decision-makers with a roadmap to enhance transit service delivery to the region over the next 20 years. Investment in robust, expanded public transit options will benefit the City of Concord and the county as a whole. With the adoption of this plan, the Cities of Concord and Kannapolis and Cabarrus County will have a roadmap to help their communities embark on a transformative process to provide fundamental changes to their transportation systems and communities in years to come.

Cabarrus County Long Range Public Transportation Master Plan

Do to the large file sizes involved, the link below will take you to the Rider Transit website documents page, where you will find Cabarrus County Long Range Public Transportation Master Plan Main Document, as well as an additional link to the Appendices, which also contains individual route maps, as well as a single master file with both.

<http://www.ckrider.com/resources/documents/>



City of Concord Project Bid Tabulation

Sewer CIPP Lining Contract - 2020
Project # 2020-013

Tabulation of Bids Received March 19, 2020

CIPP Lining, Manhole & Lateral Rehab																			
				Granite Inliner		IPR Southeast LLC		AM-Liner East, Inc.		Insituform Technologies, LLC		SAK Construction LLC		Vortex Companies		Tri-State Utilities Co.		CAJENN Construction & Rehab	
No.	Item	Units	Quantity	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	8-inch Lining	LF	23,197	\$27.50	\$637,917.50	\$24.30	\$563,687.10	\$24.00	\$556,728.00	\$27.40	\$635,597.80	\$29.25	\$678,512.25	\$41.25	\$956,876.25	\$26.20	\$607,761.40	\$32.00	\$742,304.00
2	Lateral Lining	LF	20	\$3,850.00	\$77,000.00	\$3,600.00	\$72,000.00	\$3,417.00	\$68,340.00	\$3,475.00	\$69,500.00	\$3,325.00	\$66,500.00	\$4,075.00	\$81,500.00	\$3,700.00	\$74,000.00	\$3,500.00	\$70,000.00
3	Re-connection of service lines	EA	257	\$150.00	\$38,550.00	\$69.00	\$17,733.00	\$10.00	\$2,570.00	\$124.00	\$31,868.00	\$10.00	\$2,570.00	\$100.00	\$25,700.00	\$54.40	\$13,980.80	\$200.00	\$51,400.00
4	Removing protruding taps	EA	10	\$285.00	\$2,850.00	\$360.00	\$3,600.00	\$10.00	\$100.00	\$238.00	\$2,380.00	\$100.00	\$1,000.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00	\$300.00	\$3,000.00
5	4-foot diameter manhole rehabilitation (97 MH's)	VF	596	\$176.00	\$104,896.00	\$112.00	\$66,752.00	\$186.00	\$110,856.00	\$158.70	\$94,585.20	\$160.00	\$95,360.00	\$165.00	\$98,340.00	\$160.00	\$95,360.00	\$160.00	\$95,360.00
6	Invert Reconstruction	EA	10	\$400.00	\$4,000.00	\$465.00	\$4,650.00	\$541.00	\$5,410.00	\$370.20	\$3,702.00	\$360.00	\$3,600.00	\$370.00	\$3,700.00	\$373.00	\$3,730.00	\$500.00	\$5,000.00
7	Rebuild Shelf of line-through MH	EA	10	\$340.00	\$3,400.00	\$300.00	\$3,000.00	\$364.00	\$3,640.00	\$317.40	\$3,174.00	\$100.00	\$1,000.00	\$370.00	\$3,700.00	\$320.00	\$3,200.00	\$750.00	\$7,500.00
8	Traffic Control	LS	1	\$8,500.00	\$8,500.00	\$18,600.00	\$18,600.00	\$14,700.00	\$14,700.00	\$16,206.20	\$16,206.20	\$2,500.00	\$2,500.00	\$21,300.00	\$21,300.00	\$13,428.00	\$13,428.00	\$20,000.00	\$20,000.00
				ESTIMATED BASE COST		\$877,113.50	\$750,022.10	\$762,344.00	\$857,013.20	\$851,042.25	\$1,193,616.25	\$814,460.20	\$994,564.00						
				5% CONTINGENCY		\$43,855.68	\$37,501.11	\$38,117.20	\$42,850.66	\$42,552.11	\$59,680.81	\$40,723.01	\$49,728.20						
				TOTAL ESTIMATED COST		\$920,969.18	\$787,523.21	\$800,461.20	\$899,863.86	\$893,594.36	\$1,253,297.06	\$855,183.21	\$1,044,292.20						

This is to certify that bids tabulated herein were publicly opened and read aloud at 3:00 PM on 3/19/2020 at the Brown Operations Center 635 Alfred Brown Jr Ct. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid. This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

Emrique A. Blat
 3/19/2020

RESOLUTION RELEASING EASEMENT

WHEREAS, a right of way agreement was granted in Deed Book 638 Page 216 in the Cabarrus County Registry to the Department of Transportation for road improvement; and

WHEREAS, in 1996 the Department of Transportation agreed to make certain changes to the State Highway System as a result of corporate limit changes ;and

WHEREAS, as a result of such changes the before mentioned right of way agreement was assigned to the City of Concord; and

WHEREAS, the property owners developing this project request abandonment of a portion of said right-of-way agreement since it is no longer needed for improvements their development will construct ;and

WHEREAS, the release of the portion of said right-of-way agreement would not be contrary to the public interest;

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Concord, North Carolina:

1. That a portion of said right of way agreement described and recorded in Deed Book 638 Page 216 and more particularly shown outlined on Exhibits "A" is hereby ordered abandoned, and all rights and interest of the City are released.
2. The City's property rights in the released portion easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to the property owner's of record.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

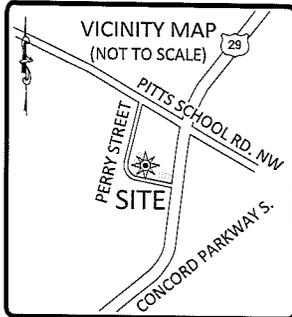
Adopted this 9th day of April 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim Deason, City Clerk

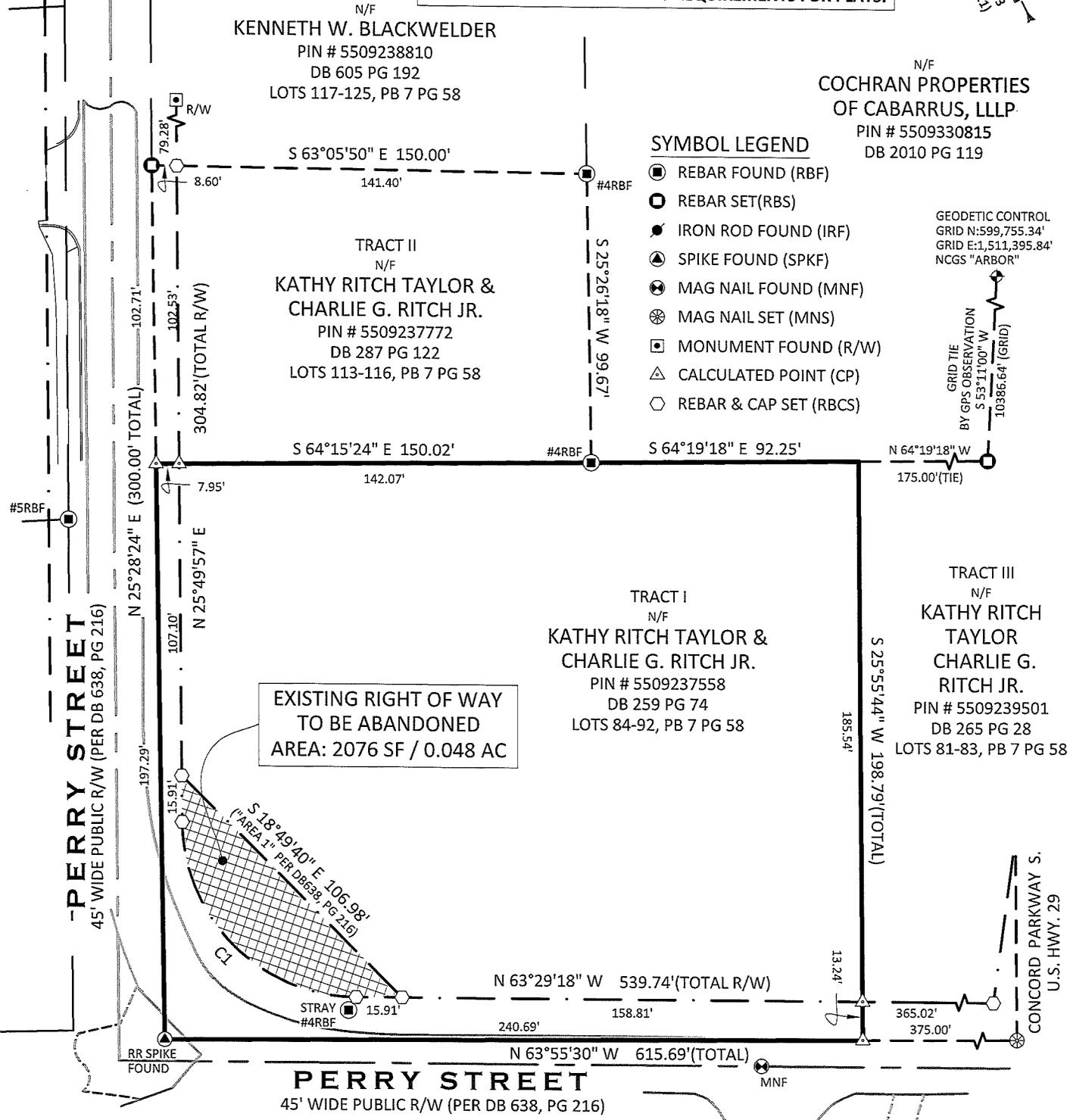
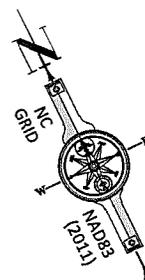
William C. Dusch, Mayor



SURVEY NOTES:

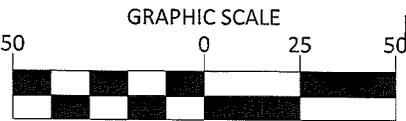
1. THE PURPOSE OF THIS MAP IS TO ABANDON A PORTION OF EXISTING RIGHT OF WAY AS DESCRIBED IN DB 638 PG 216.
2. PROPERTY SUBJECT TO ANY & ALL EASEMENTS AND RESTRICTIONS OF RECORD.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES. UNITS: US SURVEY FOOT.
4. AREA COMPUTED BY THE COORDINATE METHOD.
5. REFERENCE(S): ALTA/NSPS LAND TITLE SURVEY BY TIMOTHY S. GUISEWHITE, DATED OCTOBER 23, 2017.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



33

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	60.00'	93.54'	84.35'	N 18°49'40" W



I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 259, PAGE 74); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM INFORMATION REFERENCED HEREON; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600). WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.
THIS 28TH DAY OF JANUARY, A.D., 2020.

Timothy S. Guisewhite
TIMOTHY S. GUISEWHITE, PLS
NORTH CAROLINA REGISTRATION NUMBER L-4912



RIGHT OF WAY EXHIBIT for:
OWNER:
KATHY RITCH TAYLOR & CHARLIE G. RITCH JR.
PARCEL ID. #5509237558 PERRY STREET
LOTS 84-92, AB BLACKWELDER PROP.
(PLAT BOOK 7 PAGE 58)
CITY OF CONCORD ~ TOWNSHIP No.2
CABARRUS COUNTY, NC

GUISEWHITE PROFESSIONAL LAND SURVEYING, PC
GPLS
P.O. BOX 680388
CHARLOTTE, NC 28216
(704) 530-1700 NC FIRM #C-4411

CITY OF CONCORD ENGINEERING DEPARTMENT
ALFRED M. BROWN OPERATIONS CENTER
 635 Alfred Brown Jr. Court SW
 CONCORD, NC 28026-0308
 PHONE 704.920.5425

BID TABULATION FORM
Downtown Pedestrian Signal Upgrade
EB-5902

No.	Sect. No.	Item Description	Quantity	Unit	ALS of North Carolina		Haynes Electric Utility		Garrett James Company	
					Unit Price	Total	Unit Price	Total	Unit Price	Total
1	800	Mobilization	1	LS	\$ 14,213.90	\$ 14,213.90	\$ 9,000.00	\$ 9,000.00	\$ 15,000.00	\$ 15,000.00
2	1705	Pedestrian Signal Head (16", 1 section with countdown)	30	EA	\$ 697.40	\$ 20,922.00	\$ 1,000.00	\$ 30,000.00	\$ 1,200.00	\$ 36,000.00
3	1705	Signal Cable	2850	LF	\$ 2.22	\$ 6,327.00	\$ 3.00	\$ 8,550.00	\$ 3.50	\$ 9,975.00
4	1705	Vehicle Signal Head (12", 3 section)	1	EA	\$ 865.79	\$ 865.79	\$ 1,000.00	\$ 1,000.00	\$ 950.00	\$ 950.00
5	1705	Modify existing vehicle signal head	1	EA	\$ 243.49	\$ 243.49	\$ 400.00	\$ 400.00	\$ 600.00	\$ 600.00
6	PSP	APS Detector Station	30	EA	\$ 658.26	\$ 19,747.80	\$ 1,200.00	\$ 36,000.00	\$ 1,200.00	\$ 36,000.00
7	PSP	Central Control Unit for APS Detector Station	4	EA	\$ 3,310.67	\$ 13,242.68	\$ 1,750.00	\$ 7,000.00	\$ 4,000.00	\$ 16,000.00
8	1715	Paved Trenching (2 conduits, 2 inch)	180	LF	\$ 36.48	\$ 6,566.40	\$ 75.00	\$ 13,500.00	\$ 14.00	\$ 2,520.00
9	1715	Unpaved Trenching (2 conduits, 2 inch)	70	LF	\$ 9.72	\$ 680.40	\$ 10.00	\$ 700.00	\$ 13.00	\$ 910.00
10	1715	Directional Drill (2 conduits, 2 inch)	620	LF	\$ 20.71	\$ 12,840.20	\$ 20.00	\$ 12,400.00	\$ 25.00	\$ 15,500.00
11	1716	Junction Box (Standard Size)	6	EA	\$ 520.54	\$ 3,123.24	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00
12	1716	Junction Box (Over-sized, heavy duty)	11	EA	\$ 658.18	\$ 7,239.98	\$ 600.00	\$ 6,600.00	\$ 800.00	\$ 8,800.00
13	1726	Lead-in Cable (14-2)	2575	LF	\$ 2.00	\$ 5,150.00	\$ 2.00	\$ 5,150.00	\$ 2.00	\$ 5,150.00
14	1745	Sign for Signals	1	EA	\$ 357.29	\$ 357.29	\$ 350.00	\$ 350.00	\$ 400.00	\$ 400.00
15	1743	Type I Post with Foundation	1	EA	\$ 1,930.67	\$ 1,930.67	\$ 1,200.00	\$ 1,200.00	\$ 1,850.00	\$ 1,850.00
16	1743	Type II Pedestal with Foundation	3	EA	\$ 2,147.13	\$ 6,441.39	\$ 1,500.00	\$ 4,500.00	\$ 2,150.00	\$ 6,450.00
17	1750	Signal Cabinet Foundation	1	EA	\$ 1,630.25	\$ 1,630.25	\$ 1,250.00	\$ 1,250.00	\$ 1,200.00	\$ 1,200.00
18	1751	Detector Card (Type 170)	4	EA	\$ 119.34	\$ 477.36	\$ 125.00	\$ 500.00	\$ 200.00	\$ 800.00
19	1751	Controller with Cabinet (Type 2070LX, Base Mounted)	2	EA	\$ 14,666.14	\$ 29,332.28	\$ 13,500.00	\$ 27,000.00	\$ 18,000.00	\$ 36,000.00
20	1753	Cabinet Base Extender	2	EA	\$ 676.64	\$ 1,353.28	\$ 750.00	\$ 1,500.00	\$ 500.00	\$ 1,000.00
21	PSP	Camera with Internal Loop Emulator Processing Unit	1	EA	\$ 34,956.49	\$ 34,956.49	\$ 31,000.00	\$ 31,000.00	\$ 10,000.00	\$ 10,000.00
22	PSP	Temporary Traffic Control	1	LS	\$ 10,486.21	\$ 10,486.21	\$ 4,500.00	\$ 4,500.00	\$ 15,000.00	\$ 15,000.00

TOTAL BID

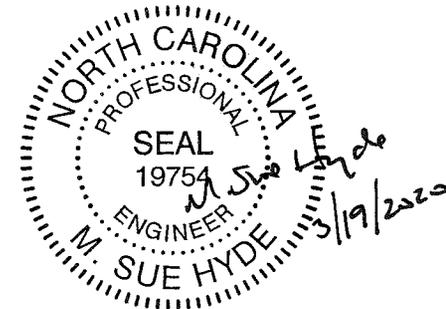
\$ 198,128.10

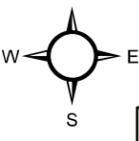
\$ 204,500.00

\$ 222,505.00

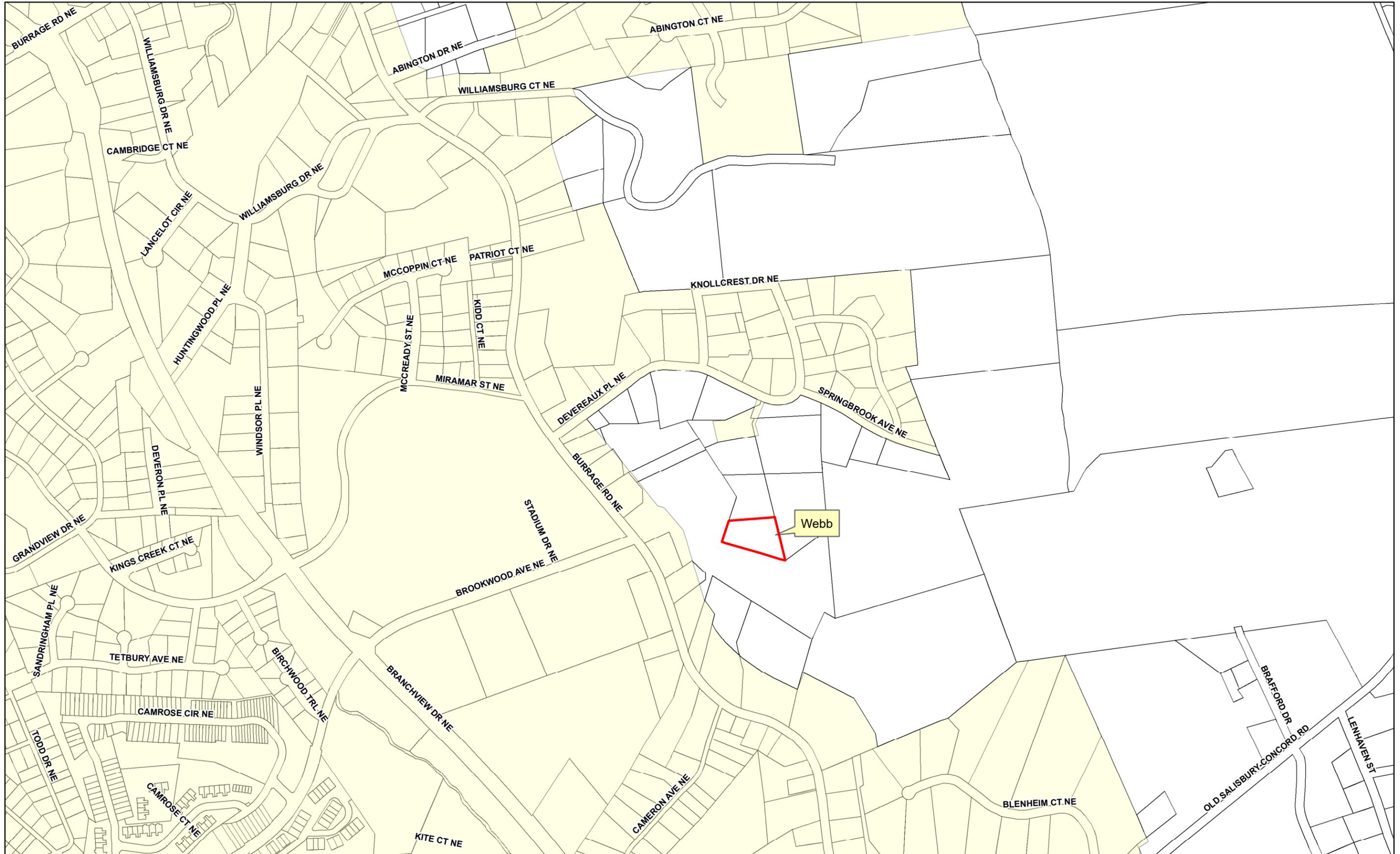
This is to certify that bids tabulated herein were publicly opened and read aloud at 2:00pm on 03.19.2020 in the Ready Room of the Brown Operations Center 635 Alfred Brown Jr. Ct. SW. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid, unless noted. This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

** Discrepancy in the unit bid price and amount bid - unit bid governs. No effect to apparent low bidder.





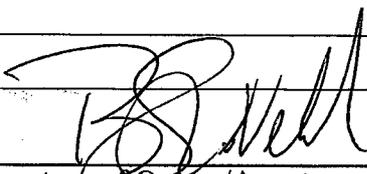
Preliminary Application



City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: NONE
2. Name and address of owner(s)/developer(s): Brian & Michelle Webb
604 FOXWOOD DR SE CONCORD NC 28025
3. Owner(s)/developer(s) telephone: 704 309-4432 Fax: _____
4. Name and address of surveyor/engineer: CESI PO BOX 268
CONCORD NC 28026-0268
5. Surveyor/engineer's telephone: 704 786-5404 Fax: 704 786-7454
6. Name, telephone and fax number, and address of agent (if any): N/A
7. Name and address of person to whom comments should be sent: Brian Webb
604 FOXWOOD DR SE CONCORD NC 28025
8. Telephone number of person to whom comments should be sent: 704 309-4432
Fax: _____
9. Location of property: 550 Devereaux Place NE CONCORD NC 28025
10. Cabarrus County P.I.N.#: 56310588150000
11. Current zoning classification: Residential
12. Total acres: 1.879 Total lots proposed: 1
13. Brief Description of development: Residence of OWNER (ME)
14. Proposed Construction Schedule STARTED THIS WEEK MARCH 24TH, 2020
15. Type of Service requested water

3/24/20
Date


Signature of Owner/Agent
Brian S. Webb
Name (printed)

NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:	
Received by: _____	Date: _____

COUNTY OF CABARRUS

Building Inspection Department

Parcel Identification Number and address where the building is to be constructed: PIN 56310588150000

Address 550 Devereaux Pl NE CONCORD NC 28025

Type of construction: Residential Commercial Industrial Other

Intended use after completion (e.g. Personal residence): PERSONAL RESIDENCE

Building permit number associated with this application: BU2020-00395

I, Brian S Webb (Print Full Name) 704, 309-4432 (Phone Number)

hereby claim exemption from licensure under G.S. 87-1(b)(2) by initialing the relevant provision in paragraph 1 and initialing paragraphs 2-5 below attesting to the following:

- 1. BS I certify I am the owner of the property set forth above on which a building is to be constructed or altered and for which application for a building permit is hereby made;
OR
I am legally authorized to act on behalf of the firm or corporation that is constructing or altering this building on the property owned by the firm or corporation as set forth above:

(Name of Firm or Corporation)

- 2. BS I will personally superintend and manage all aspects of the construction or alteration of the building and that duty will not be delegated to any person not duly licensed under the terms of Article 1, Chapter 87 of the General Statutes of North Carolina.
- 3. BS I will be on site regularly during construction and I will be personally present for all inspections required by the North Carolina State Building Code, unless the plans for the construction or alteration of the building were drawn and sealed by an architect licensed pursuant to Chapter 83A of the General Statutes of North Carolina.
- 4. BS I understand that by executing this licensing exemption AFFIDAVIT pursuant to G.S. 87-1(b)(2), I am required by law to occupy the building for which the licensing exemption is granted for twelve months after completion, during which time it may not be offered for rent, lease or sale.
- 5. BS I understand a copy of this AFFIDAVIT will be transmitted to the North Carolina Licensing Board for General Contractors for verification I am validly entitled to claim an exemption under G.S. 87-1(b)(2) for the building construction or alteration specified herein. I further understand if the North Carolina Licensing Board for General Contractors determines I am not entitled to claim this exemption the building permit issued for the construction or alteration specified herein shall be revoked pursuant to G.S. 153A-362 or G.S. 160A-422.

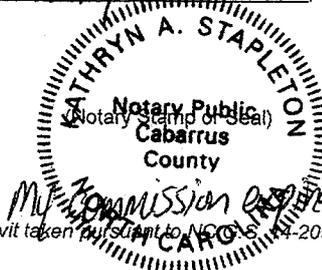
BS Webb
(Signature of Affiant)

2/5/2020
(Date)

Sworn or Affirmed and subscribed before me this the 5 day of February, 2020

Kathryn A Stapleton
(Signature of Notary Public)

Kathryn A Stapleton
(Printed Name of Notary Public)



(NOTE: It is a class F felony to willfully commit perjury in any affidavit taken pursuant to NC G.S. 4-209)



Search... [Search icon]

Plan Review - Building

- 1
- 2
- 3
- 4
- 5 Review
- 6 Record Issuance

Your application has been successfully submitted. Please print your record and retain a copy for your records.

Thank you for using our online services.

Your Record Number is PRB2020-00132.

You will need this number to check the status of your application or to schedule/check results of inspections. Please print a copy of your record and post it in the work area.

Copy Record

To upload your digital plans, specifications, or other supporting documents for review, please click below:

Upload Plans and Documents

A licensed professional is now authorized to proceed with work at the designated location.

Your record type requires a follow-up inspection once work is completed. You may schedule the inspection now or return to schedule the inspection upon completion of the work. Choose "View Record Details" to Schedule Inspections, check status, or make other updates.

RESOLUTION TO RATIFY A DECLARATION OF A STATE OF EMERGENCY

WHEREAS, on March 19, 2020, the Mayor of the City of Concord declared a State of Emergency due to the potential impacts from the Coronavirus (COVID-19) pandemic ; and

WHEREAS, the City of Concord Code of Ordinances, Section 26-37(c) requires that, "Whenever a state of emergency is declared by the mayor, the city attorney shall prepare a resolution ratifying the existence of a state of emergency and the need for continuing the state of emergency. The city council shall approve or disapprove the resolution within seven days from the date of the original declaration by the mayor and at least every 14 days thereafter unless the state of emergency is terminated sooner." and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT THE DECLARATION OF A STATE OF EMERGENCY ISSUED BY THE MAYOR ON MARCH 19, 2020 IS HEREBY RATIFIED AND THE NEED FOR A CONTINUING STATE OF EMERGENCY IS FURTHER RATIFIED.

Adopted this 7th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

**STATE OF NORTH CAROLINA
UTILITIES COMMISSION
RALEIGH**

DOCKET NO. M-100, SUB 158

BEFORE THE NORTH CAROLINA UTILITIES COMMISSION

In the Matter of
Investigation of Necessary and Appropriate Responses to the Novel Coronavirus COVID-19) ORDER SUSPENDING UTILITY
) DISCONNECTIONS FOR
) NON-PAYMENT, ALLOWING
) RECONNECTION, AND WAIVING
) CERTAIN FEES

BY THE COMMISSION: On March 10, 2020, Governor Roy Cooper issued Executive Order No. 116 declaring a State of Emergency in North Carolina to coordinate response and protective actions to prevent the spread of coronavirus (COVID-19). In so doing, the Governor ordered state agencies to cooperate in the implementation of the provisions of the executive order.

On March 14, 2020, Governor Cooper, finding that further action was necessary to protect the health and safety of the residents of North Carolina, slow the spread of the COVID-19 outbreak, reduce the number of people infected, and avoid strain on our health care system, issued Executive Order No. 117 prohibiting mass gatherings of more than 100 persons to limit the spread of COVID-19.

On March 16, 2020, the Commission acted in response to the declared State of Emergency and consistent with the Governor’s executive orders to assist in preventing the spread of coronavirus by suspending all hearings scheduled to be held prior to April 13, 2020.

On March 17, 2020, Governor Cooper further issued Executive Order No. 118 closing restaurants and bars for dine-in service. In addition, that executive order recognizes and provides relief for the numerous workers in North Carolina who may have lost wages in restaurants and meeting places due to mass gathering restrictions.

Most of the major electric, natural gas, and water and wastewater utilities regulated by the Commission — including Duke Energy Carolinas, LLC; Duke Energy Progress, LLC; Virginia Electric and Power Company, Inc., d/b/a Dominion Energy North Carolina; Piedmont Natural Gas Company, Inc.; Public Service Company of North Carolina, Inc.; Aqua NC, Inc; and Carolina Water Service, Inc. of North Carolina — have notified the Commission that they are suspending disconnection of utility services for non-payment in recognition of the above restrictions and to avoid creating additional hardships for their customers.

The Commission commends these utilities and shares their concerns regarding the potentially devastating health and financial impacts on their customers' lives, such that immediate action is required. In addition to social distancing and other steps that may be taken to avoid exposure to the virus, the Centers for Disease Control and Prevention recommends frequent hand washing to reduce the risk of infection and prevent the spread of the disease — such recommended hygiene requires continued customer access during this time of heightened health concern to water, electricity, and natural gas at customer residences for both customer safety and the protection of the public.

Therefore, until the end of the State of Emergency or until further orders of the Commission, pursuant to N.C. Gen. Stat. § 62-32 and the Commission's general supervisory powers over the rates charged and service rendered by public utilities in this state, the Commission finds good cause in light of the nature of the current emergency to order that all jurisdictional electric, natural gas, and water and wastewater public utilities, including resellers, shall immediately cease customer disconnections due to non-payment of utility bills, except where necessary as a matter of safety or where requested by the customer, and waive the application of late fees incurred during the State of Emergency. The Commission further suspends, pending further orders, any and all regulations and provisions of individual utility tariffs on file that prevent or condition re-connection of disconnected customers. If, due to the current State of Emergency, a public utility finds it necessary to further deviate from its approved tariffs or Commission regulations, such as policies that would impose a service continuity hardship or create an unnecessary risk of human contact, the public utility should file a request with the Commission for prior approval on an expedited basis.

At the end of the State of Emergency, customers having arrearages accrued during the State of Emergency shall be provided the opportunity to make a reasonable payment arrangement over no less than a six month period and shall not be charged any late fees for late payment for arrearages accrued during the State of Emergency. No provision in this Order shall be construed as relieving a customer of their obligation to pay bills for receipt of any utility service covered by this Order.

If a public utility subject to this Order maintains a website, such public utility shall provide notice of this Order's content on such website. Further, each public utility subject to this Order shall provide notice of this Order's content by posting physically where the company does business with its customers. This Order is effective on the date issued, and the Chief Clerk shall serve this Order by electronic mail on all electric, natural gas, and

water and wastewater public utilities, including resellers, subject to the Commission's jurisdiction.

IT IS, THEREFORE, SO ORDERED.

ISSUED BY ORDER OF THE COMMISSION.

This the 19th day of March, 2020.

NORTH CAROLINA UTILITIES COMMISSION

A handwritten signature in black ink that reads "Kimberley A. Campbell". The signature is written in a cursive, slightly slanted style.

Kimberley A. Campbell, Chief Clerk

RESOLUTION APPROVING CUSTOMER SERVICE POLICIES AND PROCEDURES OF THE CITY OF CONCORD

WHEREAS, the City Council of the City of Concord, North Carolina has approved a Customer Service Policies and Procedures Manual; and

WHEREAS, the City desires to amend the Customer Service Policies and Procedures, by amending the following: Article 5.10, Disconnection During Extreme Weather/Emergencies;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord, North Carolina that Article 5.10, Disconnection During Extreme Weather/Emergencies will be amended as follows:

5.10. DISCONNECTION DURING EXTREME WEATHER/EMERGENCIES (*North Carolina Utilities Commission Guideline R12-11*)

The City will not exercise its right to disconnect service for non-payment of any bill when the safety and well-being of a customer may be at stake. For that reason, disconnections for non-payment may not be conducted on any extremely cold winter day, extremely hot summer day or other emergency situations.

POLICY: The City may choose not to disconnect water and electric utility services if temperatures are projected to remain below 32 degrees Fahrenheit for the entire day. During periods of intense heat, the City may choose not to disconnect electric utility services if the heat index is projected to exceed 100 degrees. Water utility service disconnections will continue unless the heat, humidity and other environmental factors become so extreme that the City Manager determines that there is a need to postpone disconnections for a short period until the acute conditions subside.

The City will use the next day's forecast as a benchmark to determine the cutoff schedule. The City will access the official National Weather Service site to obtain weather information and will maintain daily temperature and heat index records.

The heat index is a measure of temperature and humidity.

If a customer's bill remains unpaid on the next business day, the disconnection for non-payment may then occur. This delay in disconnection for non-payment will not preclude the City from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.

During other emergencies, other than those related to weather, the City Manager may make decisions regarding disconnections for non-payment to benefit the city's utility customers during times of hardship.

The customer is encouraged to contact the City in advance of disconnection to make payment arrangements.

This Resolution shall be effective upon passage.

Adopted this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CITY OF CONCORD
NORTH CAROLINA**

**CUSTOMER SERVICE
POLICIES & PROCEDURES**

*Last Amended
April 9, 2020*

**CITY OF CONCORD
CUSTOMER SERVICE POLICIES & PROCEDURES
TABLE OF CONTENTS**

ARTICLE 1- GENERAL

- 1.1 PREFACE**
- 1.2 POLICY STATEMENT**
- 1.3 AUTHORITY**
- 1.4 SCOPE**
- 1.5 DEFINITIONS USED IN THIS POLICY**
- 1.6 APPLICATION OF THIS POLICY**
- 1.7 CONFLICT**
- 1.8 WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION**

ARTICLE 2- RIGHTS AND RESPONSIBILITIES

- 2.1 CUSTOMER RESPONSIBILITIES**
- 2.2 CITY RESPONSIBILITY**
- 2.3 CITY'S RIGHTS**

ARTICLE 3- ESTABLISHING SERVICE

- 3.1 OFFICE AND SERVICE HOURS**
- 3.2 REQUESTS FOR SERVICE**
- 3.3 CONNECTION SCHEDULING**
- 3.4 PRIOR DEBTS**
- 3.5 CUSTOMER DEPOSITS**
- 3.6 REFUNDING OF DEPOSITS**
- 3.7 ELECTRIC, WATER AND SEWER RATES**
- 3.8 TAXES**
- 3.9 BILLING CYCLE INFORMATION**
- 3.10 BILLING ADJUSTMENTS**
- 3.11 LEAKS AND WATERLINE BREAKS - ADJUSTMENTS**
- 3.12 DROP BOX FOR PAYING AFTER HOURS**
- 3.13 EXTENSIONS OF TIME FOR PAYMENT OF BILLS**
- 3.14 THE CITY'S RESPONSE TO RETURNED CHECKS**
- 3.15 FILLING SWIMMING POOLS**
- 3.16 IDENTITY VERIFICATION**

ARTICLE 4- SERVICE OPTIONS

- 4.1 OPTIONS IN SERVICE**
- 4.2 DIFFICULTY IN PAYING BILL**
- 4.3 OPTIONS IN BILLING PAYMENTS**
- 4.4 BUDGET BILLING**
- 4.5 BANK DRAFTS PLAN**

4.6 LIFE SUPPORT

ARTICLE 5- DISCONTINUING SERVICE

- 5.1 TRANSFER OF SERVICE**
- 5.2 CLOSING A UTILITY ACCOUNT**
- 5.3 FORCED CLOSING OF A UTILITY ACCOUNT**
- 5.4 TERMINATION OF SERVICE**
- 5.5 CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE**
- 5.6 CUSTOMER'S RIGHTS REGARDING DISCONNECTION**
- 5.7 INVOLUNTARY DISCONTINUANCE OF SERVICE**
- 5.8 ALLOCATION OF PAYMENTS**
- 5.9 DISCONNECTION OF PRIOR DEBTS**
- 5.10 DISCONNECTION DURING EXTREME WEATHER/EMERGENCIES**
- 5.11 RECONNECTION**

ARTICLE 6 - ELECTRIC CONSTRUCTION AND METERING GUIDELINES

- 6.1 STANDARD SUPPLY VOLTAGES**
- 6.2 CUSTOMER DELIVERY POINTS**
- 6.3 RELOCATION OF FACILITIES**
- 6.4 EXTRA FACILITIES**
- 6.5 MINIMUM WIRING REQUIREMENTS**
- 6.6 THREE-PHASE SERVICE**
- 6.7 LOCATION OF METER (MOBILE HOME)**
- 6.8 METERING**
- 6.9 METER READING**
- 6.10 LINE EXTENSIONS**
- 6.11 OVERHEAD LINE EXTENSIONS**
- 6.12 TEMPORARY SERVICE**
- 6.13 UNDERGROUND LINE EXTENSION**
- 6.14 OTHER REQUIREMENTS APPLICABLE TO ANY UNDERGROUND LINE EXTENSION**
- 6.15 PAYMENTS/CONTRIBUTION IN AID OF CONSTRUCTION**
- 6.16 RIGHT OF WAY AND EASEMENTS**
- 6.17 DISCLAIMER**
- 6.18 SAMPLE UTILITY DEED BETWEEN MARRIED INDIVIDUALS AND THE CITY**

ARTICLE 7- ELECTRICAL EQUIPMENT

- 7.1 OPTIONS FOR ENERGY EFFICIENCY**
- 7.2 POWER QUALITY ENHANCEMENTS**
- 7.3 SERVICE INTERRUPTIONS**
- 7.4 DOOR HANGER FOR OUTAGE NOTIFICATION**
- 7.5 CUSTOMER-OWNED EQUIPMENT**
- 7.6 PROPERTY OWNED BY THE CITY**

- 7.7 THE CITY'S RESPONSE TO A CUSTOMER CUTTING ON/OFF UTILITY SERVICE**
- 7.8 THE CITY'S RESPONSE TO METER AND LOAD MANAGEMENT SWITCH TAMPERING**
- 7.9 INSPECTIONS**

ARTICLE 8- WATER AND SEWER CONSTRUCTION AND METERING GUIDELINES

- 8.1 GENERAL RULES**
- 8.2 SERVICE REGULATIONS**
- 8.3 CONCORD UTILITIES DEPARTMENT AND CUSTOMER RESPONSIBILITIES**
- 8.4 SERVICE CONNECTION TO THE WATER AND SEWER SYSTEM**

ARTICLE 9- FEDERAL FAIR CREDIT REPORTING ACT (FCRA) & FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACT ACT)

- 9.1 GENERAL RULES**

ARTICLE 10-OTHER FORMS & ATTACHMENTS

- 10.1 LANDLORD ADDENDUM TO CONTRACT FOR UTILITY SERVICE**
- 10.2 ACCEPTALBE FORMS OF IDENTIFICATION**
- 10.3 WAIVER & RELEASE OF PRIVATE UTILITY INFORMATION**
- 10.4 IDENTITY THEFT ATTACHMENT & MULTIPLE PROPERTY FORM (IF APPLICABLE)**
- 10.5 PAYMENT EXTENSION CONTRACT & CONFESSION OF JUDGEMENT**
- 10.6 IDENTITY VERIFICATION FORM & INSTRUCTIONS**
- 10.7 APPLICATION FOR UTILITY SERVICE**
- 10.8 LANDLORD APPLICATION FOR UTILITY SERVICE**

ARTICLE 1 - GENERAL

1.1. PREFACE

This chapter shall be and is collectively referred to and cited as “Guidelines to Customer Service Procedures of Concord, North Carolina.”

1.2. POLICY STATEMENT

The City of Concord treats its citizens in a fair and indiscriminate manner, while recognizing the distinct needs and requirements of each customer. To provide uniformity of service, the City Council adopted this Customer Service Policies and Procedures. This most recently adopted edition of the Customer Rules and Regulations policy serve as the City’s policy and is a reasonable response to customer needs while meeting the requirements of good business practices for the City.

The City Manager is the final authority on this policy.

The City’s electrical operations also intend to adhere to all rules and regulations of the American National Standards Institute (ANSI) and the Institute of Electrical and Electronic Engineers (IEEE) entitled the “National Electrical Safety Code (NESC)” as amended. Further, all operations are prefaced upon safety for customers and coworkers alike. Safety guidelines are detailed in the American Public Power Association (APPA) safety manual as amended.

The City of Concord’s Utility departments, where applicable, must comply with:

- N.C. Department of Labor (OSHA)
- N.C. State Building Code (Plumbing)
- N.C. Department of Health and Natural Resources
- N.C. Department of Transportation
- Environmental Protection Agency
- City of Concord Code of Ordinances

The City of Concord’s Utility departments, where applicable, may voluntarily comply with:

- American Water Works Association
- Water Pollution Control Association

The North Carolina General Statutes apply to all Concord Utilities where applicable.

1.3. AUTHORITY *(North Carolina General Statute 160A-312 through 160A-328)*

These policies are approved by the City Council. The City Council may revise the fee schedules, rates and other specific policies from time to time. Information in this policy may be replaced by a later edition or amendment.

The Directors of Electric, Wastewater, Stormwater and Water Resources responsibilities include metering, operation and control of city utility lines and utility property. They oversee the enforcement of quality for construction, maintenance, and for improvements of the utility system.

The Customer Service Manager or a Customer Service Supervisor is authorized to hear customer grievances; and resolve customer issues within the boundaries of the Customer Service Policy. Every customer has the right to appeal the Customer Service Manager's decision to the Finance Director. If necessary, the customer may appeal the Finance Director's decision to the City Manager, as the City Manager is the final authority on this policy.

The North Carolina General Statutes included in this document are binding for Cities that own and operate utility distribution systems. The North Carolina Utilities Commission Guidelines do not apply Cities. The Public Utilities Regulatory Policies Act (PURPA) provisions included are mandatory.

1.4. SCOPE

1. This policy is not meant to be all-inclusive but offers direction and guidance for the City Manager and employees of the City.
2. This policy has been adopted by the City Council for all customers of the City.
3. The intent of this policy is to provide the customer, the electrical and building trades, and the employees of the City a helpful guide with uniform procedures for providing utility service. The City desires to treat its citizens in a fair and indiscriminate manner while recognizing that each customer has distinct needs and requirements.
4. Employees of the City have been empowered and well-trained to use this policy to deliver high quality service to customers. Employees are expected to deal with each decision with empathy and understanding, listening carefully to the needs and requirements of individual customers.
5. This policy is not meant as a substitute for personal initiative on the part of employees. It will serve as a guide for reasonable response to customer needs while meeting the requirements of good business practices on the part of the City.

1.5. DEFINITIONS USED IN THIS POLICY

1. **CITY COUNCIL** - Those officials elected to represent the citizens of the City as their governing body.
2. **CITY** - The City of Concord, its elected officials and its employees.
3. **EMPLOYEES** - The employee of the City.
4. **UTILITY** - The City of Concord Public Utilities (stormwater, electric, water and sewer), unless a specific utility is singled out in this policy.

1.6. APPLICATION OF THIS POLICY

1. This policy applies to every customer or applicant for utility service. Copies of this policy are available at the City's offices and on the City's website, www.concordnc.gov.

2. This policy may be revised, amended, supplemented or otherwise changed from time to time by action of the City Council. Customers are encouraged to seek answers to any questions by calling the City's Customer Care Center, 704-920-5555.
3. The City is not responsible for any damage caused by turning on utility services.

1.7. CONFLICT

Provisions of a special contract or tariff between the City and a customer will take precedence over these policies if these policies are waived in writing, or in case of a conflict between the specific contract and these general policies.

1.8. WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION

Information on a customer's private utility account is not a public record under North Carolina General Statute section 132-1.1. A customer may complete a Waiver and Release of Private Utility Information which allows customer's account information released to someone other than the account holder. A notary certification may be required if there is a question regarding identity. A sample waiver is reproduced at the end of this document Article 10.3.

ARTICLE 2 - RIGHTS AND RESPONSIBILITIES

2.1 Customer Responsibility (*North Carolina Utilities Commission Guidelines Article 3, R8-9*)

1. Requirement for service:
 - Provide proof of land ownership.
 - Provide proof of 12 consecutive months of good payment history with another utility. Payment history should be within 24 months preceding date of application.
 - Provide a 24 month consecutive payment history for commercial accounts.
 - Pay cash deposit.
2. Allow utility department personnel access to property to set up and maintain service.
3. Pay bills by the Due Date shown on each monthly bill.
4. Notify the Customer Care Department of another person a customer would like to receive any notice of service interruption for non-payment of bills.
5. Notify the Customer Care Department if there is someone in the household who is either chronically or seriously ill, handicapped or on a life support system. Also inform the Customer Care Department when life support system is no longer needed. Refer to Life Support Policy for more information on this issue.
6. Notify the Customer Care Department of questions or complaints about service.
7. Be aware of city-owned property at the customer's home/business and safeguard it. City meters must be made accessible to City employees' at all reasonable hours. (Section 5.7 – 1D)

8. Install, maintain and repair the electrical, water, and sewer lines in the home/business.
9. The City provides utility service for the sole use and convenience of the premises under contract. The customer will ensure that utility service is not given or resold to a neighbor or tenant. Violation of this policy is cause for immediate disconnection of the customer's service following due process (notification).
10. The customer must notify the City if he/she is interested in an incentive rate, if the City offers one. In addition, the customer must notify the City when use changes may make him eligible for a change in rate.

Customer Rights (*North Carolina Utilities Commission Guidelines, Article 2, R8-6; Article 10, R8-51. Public Utility Regulatory Policies Act: Title I, Section 115*)

1. A customer has a right to request his deposit be refunded if he pays bills promptly for one year, or discontinues service from the City provided that all of the customer's utility accounts are current.
2. If the customer is notified of an impending disconnection for non-payment, the customer may discuss their eligibility for a Payment Extension Contract to which will allow them to pay the account in full. The Payment Extension shall be subject to an agreement with the City's Customer Care representative, at the discretion of the City.
3. The customer or an agent approved by the customer according to section 1.8 has a right to request, free of charge, historic billing and usage information. If a utility department employee cannot find any reason for usage changes, the customer may request one free electric meter test per year. A fee will be charged if an electric meter test is requested more than once a year. The customer has a right to results of this test. Electric meter tests are subject to acceptable tolerances (plus or minus 2 percent).

If a customer requests a test of their water meter by Concord Water Resources Department a test fee shall be charged in advance for this service. Water meters are subject to tolerance of plus or minus 2.5 percent. If the meter is inaccurate, the fee collected will be credited to the customer's account and the meter will be replaced at no cost to the customer.

4. The customer has a right to request a review of any complaint according to the grievance procedure.

2.2. CITY RESPONSIBILITY (*North Carolina Statute 160A-314. North Carolina Utilities Commission Guidelines, Article 1: R8-1 through R8-4; Article 2: R8-5 through R8-7*)

1. Refund the customer's deposit if conditions are met.
2. Give notice, through the billing process, at least 10 days before service is interrupted for failure to pay. The notice will explain the reason for disconnection and explain how the customer can avoid service interruption. The notice will respect a customer's right to privacy regarding publication of debt.

3. Avoid disconnection for non-payment during extreme weather conditions. (See Section Four, *Disconnection During Extreme Weather.*)
4. Avoid disconnection for non-payment after 4 p.m. on a Friday, on a weekend or on a city holiday. All other business days are subject to disconnections. (*See Section 5.7. Involuntary Discontinuance of Service.*)
5. Provide and explain rate schedules, how meters are read, and other additional, reasonable information.
6. Respond to questions or complaints from customers. The City may not agree with the complaint but pledges prompt courteous and complete answers.
7. Provide historic billing and usage information when requested by the customer.
8. Provide conservation information.

2.3. CITY'S RIGHTS

1. To access the City's equipment and utility facilities.
2. To receive prompt notice of changes in address, status of utility service, or problems with utility service.
3. To receive timely payment for services delivered to a home/business.
4. The appropriate department of the City shall take action in court or as otherwise permitted by law regarding equipment tampering or financial delinquencies.

ARTICLE 3 – ESTABLISHING SERVICE

3.1. OFFICE AND SERVICE HOURS

1. The City's Customer Care Department is located downtown in the City Hall municipal building at 35 Cabarrus Avenue West. Office hours are 8 a.m. to 5 p.m. Monday through Friday. Routine and regular service work will be performed from 8 a.m. to 4:30 p.m. Monday through Friday, except for City holidays. Service work for unusual conditions may be arranged at other times upon request but there may be an associated charge for the service after hours.
2. Emergency restoration work is performed 24 hours a day, seven days a week. Please call: (704) 920-5555 or 920-5580 for emergency service.
3. Same day service may be granted upon approval of the Customer Service Manager or his/her designee. Same day service is not available on the days the City is disconnecting services for non-payment, unless approved by the Customer Service Manager. Additional connection fees may apply, please refer to the City's Fees, Rates & Charges Schedule.

Same day service will only apply to residential customers applying for new service or transferring service. *Same day service is not available for meter sets.*

3.2. REQUEST FOR SERVICE

1. **Original application for service:** Any customer requesting services must complete an application/ agreement for services. A sample application/contract for services is contained near the end of this policy in Article 10.7 and 10.8. The customer may be required to show:
 - a photo identification, supply a Social Security number (or Federal Tax ID number in the case of a business account), rental lease, and sign the application. A deed or contract for sale may be required to confirm ownership.

The City recognizes a joint application for utility service which allows credit to be established for both husband and wife. A separate application will be requested if more than one connection is requested.

2. **Accounting Information Changes:** Any changes of account information, mailing address, etc. should be made by the individual listed on the account. A social security number may be required to verify identity.
3. **Commercial and Industrial Accounts:** Accounts established for non-residential service will require a Federal Tax ID number and a signature by a duly authorized representative of a business entity. For a business not operated by a recognized legal entity the account will be listed in the name of a responsible person (owner, manager, etc.). That person accepts the personal responsibility for payment of the account. Applicant must provide a Certificate of Compliance available from the City Development Services Department, 35 Cabarrus Avenue West, Concord.
4. **Service Requests for All Utilities:** Any request for utility service, or a request to add another service connection by a customer will be handled as a request for all services applicable to the location. Applications and fees are shown in the Fees, Rates and Charges Schedule.
5. **Place of application:** Customers may apply for utility service on-line at www.concordnc.gov. Application information is located under the Utility Service Signup tab. Customers may also request utility service at the City Hall or at other locations that may be designated by the City Council for customer convenience. Customer Care offices are located on the 2nd floor of City Hall, 35 Cabarrus Avenue West.
6. **Connection Requests:** The City will strive to meet customers' needs for connection of service. New service utility connection is two business days. Same Day Service Requests are covered in the City's Fees, Rates & Charges Schedule and must be approved by the Customer Service Manager.

7. **Customers' request for policies:** Customers may obtain a copy of the City's policies on the City's website. www.concordnc.gov. Customers may also request a verbal explanation of the City's policies.
8. **Service requests for new construction:** The customer will need to meet the requirements explained in the line extension section of the City's policy.
9. **Utility tips:** Answers to questions about utilities and conservation tips may be found on our website at www.ci.concord.nc.us.

3.3. CONNECTION SCHEDULING

Connection to the City's utility system is available during normal business hours. There is service available after normal business hours and, depending on the situation, it may be at an additional cost-based fee. **See Adopted Fee, Rate and Charges Schedule.**

3.4. PRIOR DEBTS

The City may refuse to furnish new service to an applicant who is indebted to the City for service previously furnished until all indebtedness has been satisfied. The City may also refuse to furnish service to any other member of the applicant's household if any of the following apply: (G.S. 160A-314)

- a) The customer and the person were members' of the same household at a different location when the unpaid balance for service was incurred;
- b) The person was a member of the customer's current household when the service was established, and the person had an unpaid balance for service at that time; or
- c) The person is or becomes responsible for the bill for the service to the customer.

If an amount is owed from delinquent accounts the delinquent balance must be paid before new service is approved. The Customer Service Manager or the Customer Service Supervisor may provide a pay plan if there are extenuating circumstances.

For bankruptcy information, see Article 5, *Involuntary Discontinuance of Service*.

3.5. CUSTOMER DEPOSITS

1. **Need for a Deposit:** The City employees are charged with the responsibility of prudent management of the City's finances. A deposit for utility services is collected as security so that all bills will be paid in full by their due date. Employees realize that most customers pay their bills in full and on time, however we seek to protect the good-paying customers from the detriment of uncollectible accounts by other customers. Ideally, only those customers who "earn" the right to pay a deposit would be required to secure their accounts. Since the City's employees cannot know in advance which customers will pay promptly and which ones will not, reasonable and uniformly applied deposits may be necessary. A service security deposit will be collected before any service is connected when the City's employees determine that a deposit may be needed to assure payment of the customer bill. Options to the customer deposit also have been created.

2. **Determining the Deposit:** In determining the need for a security deposit, City employees will give careful consideration to these factors:
 - Customer's ownership of the premises to be served.
 - Type of service requested.
 - Risk involved in a new business enterprise.
 - History of the involved premises.
 - Overall credit rating of the customer.
 - Utility credit rating of the customer with the City or another utility.
 - History of connects, disconnects and reconnects at the involved premises or for the involved customer (for residential customers, a 12-month history of service with the city utility is required. A 24-month history is required for commercial customers.)
 - Any other factor which bears on the customer's financial responsibility.

3. **Residential Customer Deposit Alternatives:** Any person who must pay a deposit for residential utility service may:
 - A. Pay initial cash deposit. (**City Fees, Rates and Charges Schedule**).
 - B. Supply a letter of credit history demonstrating good credit with another utility.

4. **Non-Residential Customer Deposit Alternatives:** Any person who must pay a deposit for non-residential utility service may:
 - A. Pay initial cash deposit. (An amount equal to 100% of one month's average bill.)
 - B. Provide a letter of credit history with the account in the name of the owner of a sole proprietorship. The letter of credit history must be from another utility showing good credit.

5. **Future deposits:** Any customer whose service is involuntarily terminated for non-payment, meter tampering, returned checks or other reasons will be required to pay a deposit, or an additional deposit, as specified in the above paragraphs, prior to reconnection of service. This includes all customer accounts. The future deposit may be at a higher level based upon experience with the account.

6. **Note to All Customers:** Contact a Customer Care employee prior to disconnection. Payment options may be available prior to disconnection which will save the customer from higher deposit amounts and additional fees.

7. **Definition of Good Credit:**

Good credit can be defined as no more than 2 delinquencies, no bad checks/returned bank items and no disconnections in the most recent 12-month period for residential customers and a 24-month period for commercial customers.

8. **Deposit Required – Identity Verification**

If a customer chooses to not provide their social security number, an Identity Verification form will be required (Article 3.16). A deposit in the amount of 2 times what is listed in the City's adopted fees and charges will be required to secure utility services with the City.

3.6. REFUNDING OF DEPOSITS

1. **Prompt refund:** A deposit will be refunded promptly and automatically when service is voluntarily discontinued and bills are paid. All outstanding amounts on the final bill will be deducted from the deposit amount.
2. **Residential and business accounts:** The City will refund the customer's deposit when that customer exhibits good credit. The customer must request this refund when good credit has been established.
3. **Account in arrears:** The deposit will not be refunded if the customer has another account with a past due balance. The remaining credit on the account will be transferred to another account with a balance.

3.7 ELECTRIC, WATER, STORMWATER AND SEWER RATES

(North Carolina General Statute 160A-314 (A), 160A-323.

Rate Schedules:

1. The City offers different rate schedules for its utility services. Refer to the rate schedule list to find the rate for a class of service. Complete rate schedules are available to customers upon request. Reference the City's Adopted Fees, Rates, and Charges Schedule.
2. **Establishing rates:** The City's rates are set by its local governing body and are designed to be fair, reasonable, just, uniform and nondiscriminatory. Setting rates locally, offers rate regulation that is responsive to the customers of the system.
3. **Choice:** Where the customer qualifies for two or more rates, the choice of rates lies with the customer.
4. **New customers:** New and potential business customers are encouraged to provide the City utility department with the distinct service needs of their facility. The City may require special conditions and contracts for utility services based upon necessary investment in the utility systems.
5. **Competitive rates:** The City's goal is to provide the best possible utility service to all customers at rates which are competitive with other utility providers.

3.8. TAXES

Billings of the City will include all applicable taxes, listed as a separate line item on the bill, where applicable.

3.9.BILLING CYCLE INFORMATION *(North Carolina Utilities Commission Guidelines: R12-9)*

Billing Information for Cycle "1" Customer

1. Bills are generally mailed out on the 10th day of each month.
2. A bill is past due if not paid by 5 p.m. on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.

4. Service is scheduled to be discontinued if payment is not received by 5 p.m. on the 45th day from the bill date. An administrative fee and past due balance must be paid before service is reconnected. **NO CHECKS WILL BE ACCEPTED.**
5. An additional fee will be charged to all customers who request service to be reconnected after 4 p.m. No service will be reconnected between the hours of 9 p.m. and 8 a.m. The fee must be paid prior to reconnection of service. **NO CHECKS WILL BE ACCEPTED.**
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter.
7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Care Department for an informal hearing at the City between 8 a.m. and 5 p.m., Monday through Friday except on city holidays by telephone (704) 920-5555.

Billing Information for Cycle “2” Customer

1. Bills are generally mailed out on the 20th day of each month.
2. A bill is past due if not paid by 5 p.m. on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.
4. Service is scheduled to be discontinued if payment is not received by 5 p.m. on the 45th day from the bill date. An administrative fee and the past due balance must be paid before service is reconnected. **NO CHECKS WILL BE ACCEPTED.**
5. An additional fee will be charged to all customers who request service to be reconnected after 4 p.m. No service will be reconnected between the hours of 9 p.m. and 8 a.m. The fee must be paid by 12 noon the following day prior to reconnection of service. **NO CHECKS WILL BE ACCEPTED.**
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter.
7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Care Department for an informal hearing at the City between 8 a.m. and 5 p.m., Monday through Friday except on city holidays by telephone (704) 920-5555.

Billing Information for Cycle “3” Customer

1. Bills are generally mailed out on the 30th day of each month.
2. A bill is past due if not paid by 5 p.m. on the 25th day from the bill date.
3. A second notice will not be mailed since the past due date is referenced on the original bill.
4. Service is scheduled to be discontinued if payment is not received by 5 p.m. on the 45th day from the bill date. An administrative fee and the past due balance must be paid before service is reconnected. **NO CHECKS WILL BE ACCEPTED.**
5. An additional fee will be charged to all customers who request service to be reconnected after 5 p.m. No service will be reconnected between the hours of 9 p.m. and 8 a.m. The fee must be paid prior to reconnection of service. **NO CHECKS WILL BE ACCEPTED.**
6. A charge, as outlined in the Fees, Rates & Charges Schedule, will be imposed against any customer who reconnects his own meter.
7. Customers who think a bill is in error or otherwise have reason to protest termination of utility service may contact the Customer Care Department for an informal hearing at the

City between 8 a.m. and 5 p.m., Monday through Friday except on city holidays or telephone (704) 920-5555.

3.10. BILLING ADJUSTMENTS

If the City has overcharged or undercharged a customer for utility service, the City will correct this error subject to the following procedures:

1. If the customer has been overcharged, the City will refund the excess amount without interest to the customer by crediting the customer's account. If the time period of the mistake can be determined, the City shall credit the account for that entire interval, up to three years maximum. If the time period of the overcharges cannot be determined at the sole discretion of the City, the City shall refund the excess amount charged without interest for the previous 12 months. If the exact amount of excess charges cannot be determined, the City shall estimate the credit due. (The estimate shall be determined at the sole discretion of the City.) If an overcharged customer owes a past due balance to the City, the City may deduct that past due amount from any refund or credit due the customer. If an overcharged customer owes the City on another utility account, the City will apply the credit to that past due account.
2. If the City has undercharged a customer for utility services, the City will collect the amount due. The City will normally collect the amount in one lump sum, but will allow a payment plan if staff determines this is necessary. The City will limit its collection period to the 12 months before the undercharge was discovered, EXCEPT as provided in section 4 below. If the period of time over which the undercharge occurred cannot be determined, the City will estimate the amount due. (The estimate shall be determined at the sole discretion of the City.). No penalties or interest will apply to the undercharged billing adjustments, except as explained in section 4 below. In rare cases, if the City cannot determine the amount that should be billed the City reserves the right to not backbill a customer for undercharges. This exception to the normal procedure must be approved by the Customer Service Manager or the Finance Director.
3. If an undercharge has occurred because of meter tampering, the City may ask for the overdue amount in a lump sum.
4. If a customer admits that any undercharges occurred as a result of the actions of the customer, the City shall, in its sole discretion, collect the lesser of 1) three years of undercharges or 2) the length of time the customer has maintained the utility account
5. If the customer has made a connection to the system that was not approved by the City and/or if the connection fees were not paid, the City will charge the customer the prevailing connection fee as listed in the City's current fee schedule. The charge for connection fees shall be in ADDITION to and billing for undercharges. Also refer to Article 8.1 of this policy for charges associated with unauthorized work on the City's system.
6. The statute of limitations to bring contract claims is three years (*G.S.1-52(1)*).

(Sample letter)

(SHOULD BE PRINTED ON CITY LETTER HEAD)

DATE

Re:

NAME

ADDRESS

Concord, NC

Dear Customer:

During the most recent meter reading cycle, we discovered an error in the monthly billing of your utility account that will result in an adjustment being made in the amount due the City of Concord. Please contact our Customer Care Office at 704-920-5555 within ten days of the date of this letter to obtain a complete explanation of this error and adjustment.

We apologize for any inconvenience this may cause you and look forward to hearing from you.

Thank you,

Customer Care

3.11 LEAKS AND WATER LINE BREAKS – ADJUSTMENTS

A. INDUSTRIAL CLASS CUSTOMERS

In the case of a proven leak on the industrial customer's plumbing *which measures at least 100%* above average consumption, the customer shall be charged the amount computed using the following guidelines.

1. Adjustments for leaks are applicable only once per twelve (12) month period measured from the date of any previous adjustments. Adjustments on accounts will only be allowed once proof is provided, by a written statement from the customer with attached plumbing bill or material receipt. In the City's efforts to encourage customers to repair leaks as soon as the leak is discovered, only the three highest bills associated with the leak will be adjusted, any exception must be approved by the Customer Service Manager or the Finance Director.
2. The customer shall be charged the lowest current water & sewer rate for the amount over the average water consumption for the previous twelve (12) months of occupancy, in addition to the amount of the average bill. The month with the leak will not be considered in the average calculation. If 12 months of history is not available staff may use the number of months of occupancy available. Staff will communicate the actual number of months used to compute the average to the customer. All water usage will be billed, but at a lower rate. Staff may provide a sample of this calculation upon the customer's request. The lowest rate is the lowest volume rate for industrial classes which are adopted by City Council; contract rates are not considered for leak adjustments.
3. Leaks that enter the sewer collection system will be adjusted only if at least 100% above average consumption. Leaks that do not enter the sewer collection system will be adjusted to average consumption.
4. Conversion reading: The City of Concord's water meters are in 100 cubic foot readings. To determine your usage for a leak adjustment, the City will convert the cubic foot reading to gallons. The sweep hand on the meter makes one complete revolution for every seven and one half (7 1/2) gallons of water used. The leak adjustment is computed on every 750 gallons/cubic foot. The calculation is always computed on increments of 750. A meter reading 1 is converted to 750, a meter reading 2 is converted to 1,500, a meter reading 3 is converted to 2,250, etc.

How to convert the reading on the meter to usage in gallons – example:

Step 1: To determine the usage for each month, use the last month's usage and subtract the reading for this month's usage, this is the monthly water usage.

Step 2: Take the usage amount and multiply by 750 (the amount of water in 100 cubic feet). This will provide the usage amount in gallons. Please note that meters only read in increments of 750.

Example:

July Reading	00172	
August Reading	00200	Usage 28 cubic feet

Step 1: Subtract the July reading of 00172 cubic feet from the August reading of 00200 cubic feet to get a monthly usage of 28 cubic feet (all meter readings are measured in 100 cubic feet).

Step 2: Multiply 28 cubic feet by 750 to convert this cubic feet reading to 21,000 gallons.

How to compute an average use for an account - example:

Step 1: To determine the usage for each month, use the last month's usage and subtract the reading for this month's usage, this is the monthly water usage. The usage is converted from cubic feet to gallons on the customer bill.

Step 2: Add each monthly usage and divide by the number of months used to determine an average usage. Please note that the average usage may compute to a number that is not an increment of 750. Meters only read in increments of 750, so this average usage would be rounded to an increment of 750. For example, if an average usage is computed to be 5,062, this would be rounded to an increment of 750; thus the average use would be 5,250.

Example: Assuming a customer experienced a leak in the month of November and only has the following history. (*cubic feet readings are shown in converted gallons*)

July Usage	1,500 gal
August Usage	750 gal
September Usage	2,250 gal
October Usage	3,000 gal
November Usage	10,500 gal

Add each month's usage and divide by the total number of months to determine the usage average in gallons. Adding 1,500, 750, 2,250, and 3,000 results in a total usage of 7,500 gallons. Dividing the total usage by the total number of months, four, will result in an average usage of 1875. This number is not an increment of 750, so the average will be rounded up to the next increment of 750. This will result in an average of 2250 gallons.

How to compute the gallons subject to the leak adjustment - example:

Using the same data as listed above:

Usage during the leak was 10,500 gallons and the average usage was computed to be 2,250 gallons. Subtract the average use from the leak usage to determine how much of the usage was associated with the leak. $10,500 \text{ less } 2,250 = 8,250 \text{ gallons.}$

8,250 will be recalculated and billed to the customer at the lowest rate rather than the higher rate associated with high usage. The difference between the higher rate and the lower rate applied to the leak usage is the leak adjustment.

To calculate the dollar amount for your bill, please check the [Approved Fees & Charges page](#) for the latest fees. An updated Fees & Charges Schedule may be accessed at City Hall or on the City's web site. (www.concordnc.gov)

B. ALL OTHER CUSTOMER CLASSES, EXCLUDING INDUSTRIAL CUSTOMER CLASS

The City has adopted a Water Loss Protection (WLP) Program, effective July 1, 2019. The WLP Program participants will be charged a monthly fee based on their meter size. Fees are established in the adopted Fees, Rates and Charges Schedule which can be accessed on the City's web site. (www.concordnc.gov) The WLP fee is automatically included on the customers' monthly billing statement. A customer may opt-out of the program by submitting an Opt-Out application to the City's Customer Care Department. The Opt-Out application form may be accessed on the City's internet site or in this document. Customers may also fill out a copy at the Customer Care located in City Hall.

Customers are responsible for providing proof of repairs in order to receive the leak adjustment. However, if a customer chooses not to participate, there would be no assistance provided if a leak occurs. If a customer who participates in the WLP Program has a proven water leak, the water usage will be adjusted back to the customer's average use. The customer will receive a leak adjustment that will remove the billed charges for the water leak from the bill. Leak adjustments will be allowed for 2 months and will be available once every 2 (two) years.

1. Adjustments for leaks are applicable only once per twenty four (24) month period measured from the date of any previous adjustments. Adjustments on accounts will only be allowed once proof is provided, by a written statement from the customer with attached plumbing bill or material receipt. The City encourages customers to repair leaks as soon as the leak is discovered.
2. If the customer is participating in the WLP Program, the customer's water usage will be adjusted back to average and the leak amount will be adjusted off the utility bill. The customer's previous twelve (12) months of occupancy will be used to average the bill. The month with the leak will not be considered in the average calculation. If 12 months of history is not available staff may use the number of months of occupancy available. Staff will communicate the actual number of months used to compute the average to the customer. Staff may provide a sample of this calculation upon the customer's request.
3. Customers with sewer service that are enrolled in the WLP Program will be adjusted per guidelines in item number 2 above. Customers with sewer service that are not enrolled in the WLP Program will not receive an adjustment.

(Sample Water Loss Protection Plan Opt-Out Form)

(SHOULD BE PRINTED ON CITY LETTER HEAD)

Water Loss Protection Plan Opt-Out Letter

Account Number: _____

Member Name on Account: _____

I _____ (Member Name), request City of Concord to remove the Water Loss Protection Plan and the charge for this plan from the water bill as of _____ day of _____, _____. I acknowledge the following statements:

1. The protection plan will be removed from the water account stated above.
2. I understand signing this agreement prevents adjustments to the water portion of my water bill in the future.
3. The fee for the protection plan will be removed from my account going forward.
4. If I decide to sign-up for the protection plan in the future there is a 90-day waiting period before the plan is in effect.

The City of Concord acknowledges your decision to be removed from the protection plan; however, no water bill adjustments will be made on your account in the future due to leaks, without this plan in place.

Please indicate which of the following applies to this account: Owner/Landlord _____ Tenant _____

If you are the tenant please provide the following information: Landlord Name:

_____ Landlord Phone Number:
_____.

Regards,
City of Concord

_____ Date:

(Representative of City of Concord.)

Member Signature: _____ Date: Print
Print Name: _____

3.12. DROP BOX FOR PAYING AFTER HOURS

For customer convenience, a drop box is located on Market Street, beside City Hall at 35 Cabarrus Avenue West. A check and billing stub may be deposited in the box. For added security, please do not deposit cash in the after-hours depository.

Payments put in the box after 2 PM. will be considered next-day payments.

3.13. EXTENSIONS OF TIME FOR PAYMENT OF BILLS

1. *Customer Request:* All requests must be made by the person (or their authorized, legal representative) in whose name the account is opened.
2. The customer requesting the extension must come into the Customer Care Department and sign a Payment Extension Contract (Section 10.5), if the payment extension exceeds 2 weeks. All other agreements may be made by contacting Customer Care. 704-920-5555.
3. *Limit:* No-extensions will be given on the first bill. Payment Extension Agreements should normally not exceed two weeks. Any Payment Extension that exceeds two weeks, but does not exceed six months, must be approved by one of the following: Customer Service Manager, Supervisor or Senior Specialist. Payment Extension Contracts that exceed six months must be approved by the Finance Director or the Customer Service Manager. If the Payment Extension Contract has been successfully completed, according to its terms, another Payment Extension Contract may be granted if all previous Payment Extension Contracts were honored. A customer should have no more than one Payment Extension Contracts per quarter. **A customer may secure more than two Payment Extension Contracts within a quarter only if approved by the City Manager.** *Payment Extension Contracts are intended to aid the customer in catching up their bill, not to allow the customer to only pay a small amount while the bill continues to increase to an amount that the customer will never be able to pay.*
4. *Agreement:* If payment of any *Payment Extension Contract* is not made by the specified time, service will be disconnected without further notice and all amounts due to the city will be due and payable before reconnection.
5. *Who qualifies for a Payment Extension Contract:* Each customer's history will be reviewed to determine if a Payment Extension Contract is warranted. A customer will not receive more than one Payment Extension Contract per quarter (unless approved as described above). A customer also will not be eligible for a Payment Extension Contract in the preceding quarter if their current Payment Extension Contract was not satisfied.
6. *Late Fees:* Payment Extension Contracts do not eliminate the late fee that will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 26th day from the bill date.
7. *Optional customer assistance:* Customers being assisted by the Cabarrus County Department of Social Services and local crisis intervention center may be exceptions to this policy.

8. *Confession of Judgment:* A Confession of Judgment in addition to a Payment Extension Contract is required for outstanding balances of \$2000 or more when all Payment Extension options have been exhausted and all customer appeals have been denied. All completed Confessions of Judgment should be forwarded to the City's Legal Department and the Customer Care Department should maintain a copy for their records.

3.14. THE CITY'S RESPONSE TO RETURNED CHECKS

1. Services are subject to disconnection for returned checks.
2. A service charge, as established by the City Council, is added for each returned check, plus a security deposit will be required up to the current rate.
3. When a check is returned by our bank, the customer will be notified by letter or electronically if customer information is in file.
4. Customer is required to pay the amount of check plus service charges and any deposit required within 10 days from date of the notice. No partial payments will be accepted. If customer fails to respond within 10 days, service will be disconnected and an administrative charge will be added. To be reconnected, all charges must be paid in full by cash, money order, or credit card. No checks will be accepted for a returned check.
5. If the City receives two returned checks from one customer within 60 days, the customer will be put on cash only status for a period of one year. The customer may request a review of their account at the end of twelve months, if no delinquencies or disconnections occurred within that time period, the customer may be removed from cash only status.

3.15. FILLING SWIMMING POOLS

1. Customer may hire a tanker to haul water from a City approved connection. Please refer to City's Fees, Rates & Charges Schedule for Water Tanker rates.
2. Customer fills pool through existing residential meters: The cost of filling the pool will be at the residential rate as reflected in the City's Fees, Rates & Charges Schedule. Wastewater charges are not forgiven on the water used to fill the pool regardless of the pool discharge. No exceptions.
3. If the City has adopted Mandatory Water Restrictions, these restrictions should always be reviewed before filling pools.

3.16. IDENTITY VERIFICATION

1. The City requests an applicant's social security number and date of birth for verification of identity, to perform a credit check, and the number may also be used to collect any debt owed to the City. There is no statutory or other authority requiring a customer to give their social security number, but if the customer elects not to disclose that information, then the customer will need to complete [the ID Verification Form](#). The form

must be completed and notarized in order to ensure service is not disconnected. The form may be found in Article 10 of this document.

ARTICLE 4 – SERVICE OPTIONS

4.1. OPTIONS IN SERVICE

1. **Customer education series:** The City may conduct public information meetings on the operation of the City and its services.
2. **24-Hour Emergency Service:** Employees of the City are on 24-hour call for emergency service. Please call (704) 920-5555 or (704) 920-5580.

After Outage Callbacks: If the customer calls the City to report a service outage at their home or business, an employee may call back and confirm restoration. Just leave a number when reporting the outage.

4.2. DIFFICULTY IN PAYING BILL

1. The following organizations may be able to offer assistance to customers who are having difficulty paying their bill:

Social Services
1303 S. Cannon Blvd.
Kannapolis, NC 28081
(704) 920-1400

Legal Services of Southern Piedmont
143 Union Street
Concord, NC 28025
(704) 786-4145

Cooperative Christian Ministry
246 Country Club Drive
Concord, NC 28025
(704) 786-4709

Salvation Army
216 Patterson Avenue, SE
Concord, NC 28025
(704) 782-7822

2. We encourage each customer to seek assistance with paying their utility bills prior to disconnection.

4.3. OPTIONS IN BILLING PAYMENTS

To serve the needs of customers, the City offers options to bill payments. They are described in the following pages.

- Budget Billing
- Bank Draft
- Life Support

4.4. BUDGET BILLING

The purpose of this plan is to spread the cost of electric service as evenly as possible on a monthly basis over an annual period and to assist customers with home budgeting. Billing under this plan will not result in any greater or lesser payments to the City than would be the case with customary monthly billings. Budget billings are set up annually in July.

Qualifying for the Budget Billing Plan: A residential customer who has established twelve months of good credit may elect to use the budget billing plan. Accounts should be paid in full prior to beginning the budget billing plan.

Late Payments: If a customer is late in paying his monthly bill, he may be removed from the budget billing plan.

Rate Increases: When a rate increase is approved, the budget billing amount will increase by the same percentage. The same is true in case of a decrease.

Termination of Budget Billing Plan: The agreement remains in effect until the customer or the City decides to end the payment option.

The City reserves the right to request a payment adjustment conference with the customer between anniversary dates if it appears that the amount billed and the amount paid will vary by a substantial amount.

4.5. BANK DRAFTS PLAN

Bank drafts offer customers the option of having their bank accounts drafted on a set date of the month. This relieves the customer from having the possibility of lost or late payments and saves a trip to the municipal building or the cost of an envelope and stamp.

The draft date will be the due date of the utility bill. This will allow the customer time to verify or question his bill.

Customers can enroll in the bank draft program online and have the option of including a voided check to ensure the City has the necessary account number and routing number for drafting purposes.

Only customers with no previous history of returned bank drafts will be eligible for this program. Any draft returned by the bank because of insufficient funds or a closed account will be treated as a returned check, and the customer will be released from the bank draft program. ***All exceptions to this policy must be approved by the Revenue Manager.***

4.6. LIFE SUPPORT

1. The customer has the responsibility to notify the City of Concord if there is someone in the customer's household who is on a life support system.
2. The customer must provide a letter or certification from a doctor or hospital advising of the above condition. These letters will be reviewed to verify the validity of the document each year by a designated employee. The Customer must make contact with the City of Concord, regarding their life support status, every year to keep the Customer's account updated. The burden of proof for life support status remains with the Customer.
3. The customer has the responsibility to carefully handle the customer's account so that service will not be interrupted for failure to pay. Customer will pay associated bills, fees, and other charges as billed; a life support designation will not waive the Customer's responsibility to pay for utilities. With the life support designation, the City will make a good faith effort to make contact with the customer or member of the customer's household before service is terminated.
4. The City of Concord will exercise its good faith efforts in keeping the electricity and water flowing to a life support patient. However, due to conditions beyond the control of the City of Concord and its employees (storm damage, loss of generation, etc.), electric power or water cannot be guaranteed 100 percent of the time. Each customer listed on the Life Support program should have a back-up plan for movement of the life support patient if the City of Concord is unable to restore power or water in a length of time which is acceptable or critical to the patient's well-being.

ARTICLE 5 - DISCONTINUING SERVICE

5.1. TRANSFER OF SERVICE

Customers may transfer service from one location to another as long as any bills are not past due. The remaining amount owed and any fees from a previous service may be transferred to the new account.

If the customer has an account that is past due, he will have to pay that amount before the account can be transferred. Previous deposits may be applied to any amount past due, and a new deposit may be required to set up the new account.

5.2. CLOSING A UTILITY ACCOUNT

After an account has been closed by either customer request or demand of the City, all funds (including deposits, refunds, load management credits, and overcharge credits) will be applied first against amounts owed to the City on the closed account. Remaining funds will then be used against any amounts owed on any other accounts the customer may have with the City. When those accounts have been cleared, a check for the remaining money will be issued to the customer for any net credit.

5.3. FORCED CLOSING OF A UTILITY ACCOUNT

One week after termination of utility service, the account will be closed. All fees and credits are then added to the balance and a "final" bill will be issued to the customer. Any balance owed to the City will remain open until the balance is paid.

All legal means of collection for an account in arrears will be taken regardless, even if the account is not in "closed" status.

5.4. TERMINATION OF SERVICE (*North Carolina Utilities Commission Guidelines, Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section 122*)

1. **Requesting Discontinuance of Service:** Any customer requesting discontinuance of service will inform the Customer Care Department of the location, date service is to be disconnected and the forwarding mailing address for the final bill.
2. **Disconnection Scheduling:** Disconnection from the City's utility system will be performed on the next working day following the written request.
3. **Final Bill:** A customer's final bill will be mailed in a timely manner to encourage collection and customer understanding.

5.5. CUSTOMER'S RIGHTS PRIOR TO DISCONTINUANCE OF SERVICE

1. **Hearing:** The City will discontinue utility service for non-payment of bill only after notice has been given. The customer has the opportunity to be heard on disputed bills.

Any customer desiring a hearing may contact the Customer Service Manager or a designee at City Hall, or telephone (704) 920-5555. Hearings may be scheduled between 9 a.m. and 4 p.m., Monday through Friday except on City holidays. The complaint may be presented orally or in writing. The customer may be represented by any person of their choosing.

The customer will be notified in a timely manner of the results of any investigation regarding a hearing.

If an appeal is denied during the hearing process, and the original cutoff date is past, the cutoff will be scheduled for the next business day after the petitioner is informed that the appeal has been denied. Cutoff day will exclude Friday, City holidays or the business day before a holiday. Exceptions must be approved by the City Manager.

5.6. CUSTOMER'S RIGHTS REGARDING DISCONNECTION

1. If a customer disputes the accuracy of a bill, that customer has a right to a hearing as detailed on the previous page.
2. Customers are entitled to receive second notice on an overdue utility bill. This notice will be stated on the next current billing. This notice must be given 10 calendar days prior to cut off.

5.7. INVOLUNTARY DISCONTINUANCE OF SERVICE *(North Carolina Statute 160a-314 (B). North Carolina Utilities Commission Guidelines R8-20. Public Utility Regulatory Policies Act: Title I, Section 115.)*

1. The City may discontinue utility service for any one of the following reasons:
 - A. Failure of the customer to pay bills for utility service as required in the Billing Information Section of this policy.
 - B. Failure of the customer to pay deposits as required or to increase deposits as required in Section 3, *Establishing Service*, of this policy.
 - C. Upon discovery of meter tampering including by-passing the meter or altering its function. See City's Fees, Rates and Charges Schedule for charges.
 - D. Failure of the customer to permit city employees access to their meters at all reasonable hours. Locked gates, loose dogs, parking cars over meters, etc., are violations of City policy.
 - E. Use of power for unlawful reason.
 - F. Discovery of a condition which is determined to be hazardous or unsafe.
 - G. Upon notice of an appeal that has been denied.
2. A notice for termination must include a clear explanation of the reasons for the termination, a statement that cutoff is imminent, a statement advising the customer of the availability of an administrative hearing with the right to contest the bill and the termination, the name, position, title, address, phone number, and office hours of the person or persons to contact regarding the payment, the hearing and the dispute.
3. Federal bankruptcy law directly affects the ability of a City to terminate utility service. A key factor here is whether the termination, when done in compliance with the City's own policies and procedures (e.g., notice of termination), was completed before or after the filing of the bankruptcy proceeding.
 - A. Termination Before Bankruptcy. Utility service may be terminated at any time prior to the filing of a bankruptcy petition in the event of default (e.g., nonpayment) by the customer. In such event, the City need not reconnect the service unless within twenty (20) days after the bankruptcy filing the customer or his trustee shall provide the City with adequate assurance of payment (a deposit or other security) for services provided after the bankruptcy filing.
 - B. Termination After Bankruptcy. Utility service may not be altered, refused or disconnected based solely on the bankruptcy filing or on the customer's failure to pay for pre-bankruptcy service. However, the City has the right to demand assurance of payment (a deposit or other security) for future service after the bankruptcy. The bankrupt customer or his trustee has twenty (20) days after the

bankruptcy filing to provide such assurance. During that period the City must continue to provide service to the customer. If this adequate assurance is not provided within the twenty (20) day time frame, then the service can be discontinued by the City.

4. Any pre-petition security deposit held for the debtor's account by the City as of the date of the filing of the bankruptcy will be used to offset the pre-petition debt.
5. The City will take extra measures to insure that handicapped, elderly or seriously ill customers receive their bills, have them explained to them, and are notified of any problems with payment.

NOTE: The city is encouraged to keep disconnected meters on its regular meter reading route to deter unlawful utility connections.

5.8. ALLOCATION OF PAYMENTS (NC160A-314(B))

The law requires a City to define its disconnect method as to whether it applies to one or all utilities. The City may also define by ordinance the disposition of partial payments. It is acceptable for a City to allocate partial payments to water or sewer before electric bills, as long as the customer gets notice when they sign up and the policy is administered consistently.

The City of Concord's disconnection method applies to all City utilities. Partial payments will be allocated as follows: 1) Municipal Parking Deck, 2) Midland Capital Facilities Fee, 3) Environmental, 4) Stormwater, 5) Wastewater, 6) Water 7) and Electric.

5.9. DISCONNECTION OF PRIOR DEBTS

The city can disconnect customers with prior debts only if:

- The current services are in the name of the customer(s) with the prior debt.
- The customer has been delinquent for 10 days and the city has notified the customer of their intent to disconnect and has given the customer reasonable time to respond.

5.10. DISCONNECTION DURING EXTREME WEATHER/EMERGENCIES (North Carolina Utilities Commission Guideline R12-11)

The City will not exercise its right to disconnect service for non-payment of any bill when the safety and well-being of a customer may be at stake. For that reason, disconnections for non-payment may not be conducted on any extremely cold winter day, extremely hot summer day or other emergency situations.

POLICY: The City may choose not to disconnect water and electric utility services if temperatures are projected to remain below 32 degrees Fahrenheit for the entire day. During periods of intense heat, the City may choose not to disconnect electric utility services if the heat index is projected to exceed 100 degrees. Water utility service disconnections will continue unless the heat, humidity and other environmental factors become so extreme that the City Manager determines that there is a need to postpone disconnections for a short period until the acute conditions subside.

The City will use the next day's forecast as a benchmark to determine the cutoff schedule. The City will access the official National Weather Service site to obtain weather information and will maintain daily temperature and heat index records.

The heat index is a measure of temperature and humidity.

If a customer's bill remains unpaid on the next business day, the disconnection for non-payment may then occur. This delay in disconnection for non-payment will not preclude the City from disconnection at a future date and does not change the customer's liability for payment of all bills and fees.

During emergencies, other than those related to weather, the City Manager may make decisions regarding disconnections for non-payment to benefit the city's utility customers during times of hardship.

The customer is encouraged to contact the City in advance of disconnection to make payment arrangements.

5.11. RECONNECTION (*North Carolina General Statute 160A-314 (B). North Carolina Utilities Commission Guidelines: R12-3, R12-9.*)

When it becomes necessary for the City to discontinue services for any of the reasons listed in Section 5, *Discontinuing Services*, service will be restored after payment of (1) all past due bills due the City, (2) any deposit as required, (3) any material and labor cost incurred by the City, according to the current Fees, Rates and Charges Schedule, Section 8, and (4) all fees and charges required by this policy.

ARTICLE 6 – ELECTRIC CONSTRUCTION AND METERING GUIDELINES

6.1. STANDARD SUPPLY VOLTAGES (*North Carolina Utilities Commission Guidelines, Article 4: R8 -14, R8-16, R8-18*)

1. One system of alternating current, 60 hertz, is supplied throughout the City's electric system.
2. The voltage, number of phases, and type of meter which will be supplied depends upon the character, size and location of the load to be served and upon the City's available facilities. Customers are encouraged to consult with the City utility department before purchasing equipment.
3. The standard secondary voltages are:
(Samples)
Single phase, 3-wire, 120/240 volts
Three-phase, 120/208 volts
Three-phase, 240 volts
Three-phase, 277/480 volts
The City adopts the American National Standard Utility Voltages C84.1-1982.

6.2. CUSTOMER DELIVERY POINTS

1. It is the customer's responsibility to provide a location for service connection (delivery point).
2. The City must be granted an easement of its selection and the right of continuous access to its facilities for the purpose of installation, maintenance and meter reading. The City also will have the right to secure and lock its facilities to prevent interference by any unauthorized parties, including the customer or his employees.
3. The City will need space for the installation of wiring, poles, guys, anchors, transformers, fences and other apparatus used in furnishing electricity to the customer. The customer may be asked to provide an appropriate security fence enclosure for the equipment. Sometimes the only space available is indoors where the customer will have to dedicate space. Inside a building, the customer will have to bear the expense of constructing the space to meet electrical, fire, explosion and ventilation code requirements. Sometimes the customer will have to construct special floors, hallways, and elevators to accommodate the moving of electrical equipment. The space dedicated to the City should be able to be secured by the City to prevent access by the customer or general public. Transformer noise levels should be taken into consideration. On occasion, the customer may want to provide a delivery point that is not the City's least-cost approach. The City may provide the delivery point where the customer requests, if the customer supports the extra expense with a contribution in aid of construction.
4. The customer and the City must work together to make decisions on what facilities each will supply.
 - a. In establishing service connections, customers must assist the City in meeting both local building codes and the National Electrical Safety Code. Safe working clearances, personal safety clearances, and safe construction clearances are of special concern.
 - b. The City will provide, own, and maintain the meter, meter base and other metering facilities. The customer will usually be asked to install the meter base since this is often the point of connection to the customer's wiring. Also, the customer must provide a suitable location for the meter. The City may ask the customer to provide a one-inch conduit from a transformer pad to the meter location.
 - c. The customer will provide overhead riser, weatherhead and conductor to meet building codes and the National Electric Safety Code. The City will provide the underground conduit riser to the meter base. The City will be responsible for making all overhead weatherhead connections and disconnections.
 - d. The City will provide any instrument transformer enclosures. The customer will provide any necessary weatherproof troughs for wiring connections and be responsible for providing the connectors and making the connections in a trough. The City may meter the primary side of the delivery point transformer when metering the secondary side is not feasible. The City will provide, install, own and maintain all primary metering.
 - e. When the delivery point for all commercial and industrial customers is to be located on the customer's property and a pad mounted transformer is required, the customer

will be responsible for providing a reinforced concrete transformer pad according to the City's specifications. The customer also will be responsible for providing all conduit turnouts to access the pad. When the transformer pad is the point of delivery, the customer will provide and install secondary conduit and conductors. The City will provide the connectors and make all connections.

- f. **Overhead Installations.** The customer will be responsible for providing and securing a right of way for the least cost installation of the City's poles, down guys and aerial conductors. The City will provide tree clearing of the right of way. The customer may be asked to clear any other obstacles in the right of way. If the customer requests location of the City's facility at a site other than the least-cost facility, the customer will be asked to reimburse the City with a contribution in aid of construction.
 - g. **Underground Installations.** The customer will be responsible for providing a cleared and finished grade within six inches of final grade condition. The customer must provide the specific location of all property lines before construction can begin. The City may not be able to provide underground conductors where severe obstacles exist. Where the City encounters obstacles that necessitate construction beyond normal trenching (such as creeks, rock blasting, gullies, walls and other conflicting utilities), the customer will be asked to support the extra expense with a contribution in aid of construction. The City may agree to share its trench with other utilities provided that the customer and other utilities make suitable arrangements to meet the City's construction schedule and safety requirements and agree to finish and tamp the trench to within 95 percent of original compaction.
- 5. The customer must inform the City as to the type of voltage and level of service desired. The City will require information concerning total connected load, cycling loads, motor starting loads and future loads. The City will inform the customer of any service limitations. Only certain voltage classes may be available and across-the-line starting of certain size motors may be limited. Restrictions on certain types of electrical loads may be necessary if the load produces spurious noise, ferro-resonance or other sinewave abnormalities on the electric system. The City establishes a 60-cycle frequency electric system. Equipment which operates at other than 60 cycles will not work properly on the City system.
 - 6. The City will inform the customer of the maximum level of available fault current that the customer's equipment might experience. Likewise, the customer must inform the City of the installation of any fault current (short-circuit current) contribution from customer-owned motors and facilities.

6.3. RELOCATION OF FACILITIES

The City may consider a customer's request to relocate the City's facilities. However, the customer will be asked to bear the expense of the relocation with a contribution in aid of construction under the following terms:

- a. The additional annual revenue provided to the City resulting from the relocation is equal to at least 20% of the total cost of relocation. The contribution in aid of

- construction will be that amount required along with the additional annual revenue to recover the expense. (i.e., if cost of relocation is \$100,000 and the additional annual revenue is equal to \$19,000, then the contribution in aid of construction is \$5,000.)
- b. For any other relocation of overhead or underground facilities, the contribution in aid of construction will be determined by calculating the total installed cost of the new facility plus removal costs, less any salvage value.

6.4. EXTRA FACILITIES

1. Electric service for each customer will normally be supplied to a single delivery point for each customer. A single delivery point may also be used to supply a customer at premises that are separated (e.g., streets, alleys), if a city, at its discretion, deems a single delivery point safe and otherwise appropriate.
2. Any time a customer requests the City provide facilities that are not normally required in the least-cost method of establishing electric service; the City may ask the customer to cover the cost of those additions by way of an extra facilities charge. The extra facilities charge will be billed upon completion of installation and will be payable upon receipt. (For example: more than one delivery point on a contiguous piece of property, more than one service voltage at a delivery point, extra transformer capacity for across-the-line starting of motors, backup or redundant delivery systems, extra metering features, special poles, switch devices, decorative fences, etc.)
3. Determination of Extra Facilities. An extra facilities charge will be added to a customer's monthly billing. The charge will be the difference between the requested installation costs, minus the standard delivery installation cost. The installed cost of the extra facilities will be the cost of materials used, including spare equipment, if any, plus applicable labor, transportation, stores, engineering and general expense, all estimated if not known.
4. If a customer has multiple delivery points, extra facilities charges will be calculated based upon the hypothetical cost to meet the customer's electrical needs at one delivery point and at one voltage versus the extra cost in meeting the customer's needs at multiple delivery points or multiple voltages.
5. The City may refuse requests for extra facilities if, on its determination, the requested facilities are not feasible, or may adversely affect the City's cost or the reliability of the electric system.

6.5. MINIMUM WIRING REQUIREMENTS

The customer must meet all federal, state and local requirements for wiring including National Electrical Safety Code, other codes and safety standards, prior to connection to the City's utility system. A certificate of occupancy will be required before service is begun.

Temporary service on a premise may be available provided the service is for a fixed time period and approved by the appropriate office of inspections.

6.6. THREE-PHASE SERVICE

1. Three-phase service (at standard City voltages) may be extended to establishments, provided that revenues from the load are sufficient to justify the additional investment. Otherwise, a contribution in aid of construction may be required to cover the costs anticipated to be unrecoverable. (i.e., 20% of the total construction cost.) Three-phase service requiring the construction of additional transmission or distribution facilities may be extended when it is economically feasible to the City.
2. Applicants for three-phase service may need to execute a written contract before the service will be extended.
3. When three-phase service is provided to any customer, the customer must be responsible for protecting his equipment from loss of phase (single-phasing) or phase unbalance.
SUGGESTION: Distance to existing facilities in feet should be added by each City.

6.7. LOCATION OF METER (MOBILE HOME)

The customer will meet with a representative of the City to spot a potential location for his meter. The meter must be outside the building, and accessible to the City's employees. The meter pole

6.8. METERING (*North Carolina General Statute 143-151.42. North Carolina Utilities Commission Guidelines Article 3: R8-9 through R8-14; Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section 113,115*)

1. Meters which measure utility service are highly accurate instruments of measurement with expected life spans that exceed 40 years. In very few circumstances these meters may measure incorrectly. Customer Care Representatives would prefer to assist each customer in determining extraordinary usage, but will test any meter upon request in accordance with the meter testing policy Section 2 Customer's Rights. A customer requesting a meter test should contact the Customer Care Department.
2. **Electric Meters:** An electric meter will be tested free of charge, once in a twelve month period at the request of the customer. If testing is requested more frequently than once in twelve months, the City will require the customer pay a charge based on the cost charged to the City. If the meter test shows the meter to be inaccurate (plus or minus 2 percent), adjustments may be made to the meter.
3. **Master Metering:** All residential electrical services in a City must be individually metered. Meter locations at duplexes and apartments should be ganged into one central location.
NOTE: Master metering of electric service is prohibited or restricted under the provisions of the federal Public Utilities Regulatory Policies Act of 1978.
NOTE: ElectriCities has established a contract with a meter testing service. Please call Member Services for details.

6.9. METER READING

1. The City's meters will be read by City employees or contract personnel, according to the City's schedule. Reading dates will vary slightly from month-to-month due to weekends, city holidays, weather conditions, and other factors. Monthly billing periods will be assumed to be 30 days.
2. The City's meter readers use modern meter reading equipment and techniques. If meter reading corrections are necessary, the City will promptly make them. A credit due to a customer from a meter reading error will be posted to the customer's account or a check may be written to the customer, if requested.

6.10. LINE EXTENSIONS (*North Carolina General Statute 160A-331 and 160A-332; North Carolina Utilities Commission Guidelines Article 4: R8-24*)

The City strives to design, install, operate and maintain the electric distribution system in compliance with good engineering and operating practices which are economically feasible for the City. Line extensions to a home are made safely and quickly.

If the City's preferred method of service is not acceptable, the customer may pay a non-refundable contribution for the extra cost of providing and maintaining service by an acceptable alternate method. The cost to the customer will be for any amount that exceeds the cost of the City's initial, preferred method.

The customer's preferred method will need to meet the qualifications of good engineering and operating practices.

6.11. OVERHEAD LINE EXTENSIONS (*North Carolina General Statute 160A-333*)

Application for electric service will be classified into one of the following defined classifications, and overhead service will be extended accordingly:

Permanent Establishments

1. Permanent/non-seasonal residences:
This classification includes permanent non-seasonal residences, including mobile homes, apartments, and condominiums which are of a permanent nature and which require electric service on a regular basis.

Single-phase electric service facilities will be extended to establishments of this classification at any premises within the service area of the City upon request of the owner or occupant. No contribution in aid of construction will be required if the City's standards for extending service are met.

2. Mobile Homes:
Mobile homes will be considered a permanent residence, and service will be extended provided that:
 - a. The modular home is on a permanent foundation with the wheels and axles removed; AND
 - b. The applicant for service can provide evidence of ownership of the property on which the mobile home is located; AND

- c. The applicant for service can provide evidence of ownership of the home; AND
 - d. The home is to be used as a permanent dwelling by the applicant for service rather than a weekend or summer cottage type dwelling, OR
 - e. The home is located in mobile home park served with permanent water and sewer facilities and approved by the zoning authority in which it is located.
3. Permanent establishments other than residences:
This classification includes schools, public buildings, churches, commercial and industrial establishments, controlled environment livestock and poultry housing, or any other establishments determined by the City to be of a permanent nature, requiring electric service on a continuous basis.

Single-phase electric service facilities will be extended to establishments of this classification at any premises within the service area of the City upon request by the owner or occupant. No contribution in aid of construction will be required if the City's standards for extending service are met.

6.12. TEMPORARY SERVICE (North Carolina General Statute 160A-333)

1. **Temporary Construction Service.** Temporary single-phase service, 120/240 volts, may be furnished for construction purposes relating to establishing permanent service in accordance with the following:
 - a. The customer requesting temporary service must provide a suitable pole and approved meter loop installed at an agreed upon location.
 - b. Temporary service must be located at a site convenient to existing facilities (i.e., equal to or less than 100 feet), or the cost to install and remove facilities may be charged.
 - c. Upon payment of a temporary service fee. (**See City Fees, Rates and Charges Schedule**)
 - d. Must be inspected prior to connection.
2. **Other Transient Temporary Service**
Temporary service will be furnished for service of short duration or transient nature (fairs, carnivals, special events) in accordance with the existing rate schedules of the City, except that the customer needs to pay in advance the total estimated cost of installation and removal of the service facilities, less salvage value of the material used or the temporary construction cost, whichever is greater. An advance deposit of the full amount of the estimated bill for service may be required. (**See City Fees, Rates and Charges Schedule**)
3. **Recreational, Weekend, or Seasonal Residential Developments**
At the request of an owner or developer, overhead distribution primary will be installed upon payment to the City of a contribution in aid of construction to recover.
4. **Other Temporary Services**
This classification includes barns, grain bins, water pumps, camp houses, and individual seasonal residences, residences of a non-permanent nature and mobile homes and other

similar services that are considered to be of incidental nature. Single-phase electric service facilities will be extended to establishments of this classification at any location within the service area of the City upon request by the owner or occupant as follows:

If the establishment is within 100 feet of an existing primary overhead line, no contribution in aid of construction will be required.

6.13. UNDERGROUND LINE EXTENSION

The City will extend underground service, upon request, to its customers. When determining underground service, contribution in aid of construction credit may be given for developments in which the installation of underground utilities are, in the opinion of the City, more feasible to install than overhead utilities.

Residential Service

1. Service to New Developments

At the request of an owner or developer, the City may install underground distribution facilities for service to single residences, apartment houses and condominiums, and in new developments where there is no existing overhead primary service, upon the following terms and conditions:

A contribution in aid of construction fee per foot of service lateral may be required of the owner or developer. Incidental loads such as water pumps, swimming pools, club houses, etc., will be considered as individual services. However, the total cost of a special three-phase service to any incidental loads will be charged.

(Refer to *Customer Delivery Points* of this section for information about delivery points that are not the least-cost approach.)

2. Areas With Existing Overhead Primary

At the request of an owner or developer, the City may furnish and install underground primary and service laterals in areas already being serviced with existing overhead primary service when the owner or developer agrees to pay a contribution in aid of construction fee. The conversion of overhead to underground will be at the discretion of the City's utility director.

3. Conversion of Service Drops

At the request of an owner, the City may replace existing overhead service drops with underground service, upon the following terms and conditions:

- a. The owner may be required to pay a non-refundable charge to remove the existing overhead service.
- b. In addition to the removal charge, the owner may be required to pay an installation charge, as in paragraph 2 above.
- c. It is the customer's responsibility to accommodate the underground service drop.
- d. Where the City's existing overhead facilities are no longer adequate, new underground service may be installed at no cost to the customer.

4. Recreational, Weekend, or Seasonal Residential Developments

(Same as overhead but a contribution in aid to construction may be required.)

- a. The City may furnish and install the transformers, transformer enclosure, primary cable and terminators, primary bus, connectors (including those for secondary), and metering.
- b. The owner or developer should provide and install all duct and cable for secondary service from the secondary terminals of the transformers or CT cabinet to the service entrance equipment. The owner or developer may be required to provide and/or install the transformer pad, the duct for the primary cable from the pad to the origin of the underground run, and a conduit from the pad to the nearest location appropriate for the installation of a meter. The owner or developer may be responsible for providing and installing cable terminations and splicing in troughs, current transformer cabinets, transformer pads or other junctions.
- c. All work by both parties will be performed in accordance with specifications of the City.

6.14. OTHER REQUIREMENTS APPLICABLE TO ANY UNDERGROUND LINE EXTENSION

- 1. Where, due to rock conditions in the soil, the trenching work cannot be accomplished by use of standard trenching machines, any excess cost caused by these conditions shall be charged by the City to the owner or developer. Where there are other unusual conditions, such as high water table, which require installation procedures not normally used, the excess cost of those procedures may be charged to the owner or developer.
- 2. The owner or developer shall reimburse the City for the cost of installing and removing any temporary overhead facilities requested by him.
- 3. The cost of cutting through and replacing pavement within the development shall be at the owner/ developer's expense.
- 4. The owner or developer will furnish, without cost to the City, necessary easements and rights-of-way and will be required to initially cut and clear those easements. The owner or developer will be required to have the rights-of-way and all streets, alleys, sidewalks and driveway entrances graded to final grade, and will have lot lines established, before construction of the electrical distribution system begins.
- 5. The type of construction and the location of the facilities will be at the option of the City. If the owner or developer desires changes in either location or type of construction, the installations will be made only when the owner or developer pays the City the estimated additional cost incurred.
- 6. The City will have the option of placing transformers above ground, on pads of its specification or design, or underground in enclosures of its specifications or design. The City will determine the practicality of placement.

7. Shrubs and trees requiring protection during the installation of the underground service will be the responsibility of the owner or developer, and the owner or developer will hold the City and its sub-contractors harmless against any claims for damage. It will be the responsibility of the owner or developer to re-seed and/or maintain the trench cover.
8. In areas where the work is the City's responsibility, the City will take responsibility for re-seeding with common varieties and strawing a grassy area.

6.15. PAYMENTS/CONTRIBUTION IN AID OF CONSTRUCTION

1. All payments for any new installations will be made prior to the beginning of construction by City personnel.
2. Contributions in aid of construction to be paid by any customer will be calculated based upon the historical cost of materials, historical cost of labor, overhead, vehicle expenses, engineering, administration, and 15 percent contingency.
3. In the event that all or a portion of a temporary line extension requiring contribution in aid of construction is utilized in providing service to a permanent establishment, a refund may be made, providing the permanent establishment is served and the refund applied for within a period of five years from the date of the original extension agreement.

6.16. RIGHT OF WAY AND EASEMENTS

1. Customers shall provide a right of way suitable for the City to construct, inspect, operate, maintain, repair, and reconstruct utility facilities and improvements, including, but not limited to, electrical facilities and improvements. In addition, for the purpose of constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, the City shall also have the right of ingress to and egress from the easement over the property of the customer adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to the customer. That right of way must be dedicated and recorded with the appropriate register of deeds. The right of way may be by utility easements, a recorded final plat, a blanket easement deed, or a dedicated easement deed.
2. When the City must cross property other than that owned by the customer, the City will administer the acquisition of the right of way. The customer getting service will be responsible for all expenses necessary to obtain the right of way.
3. Right-of-way easements must contain accurate legal descriptions of the property concerned and must be executed by all the owners in question.

6.17. DISCLAIMER

This document has been prepared as an example of a simple utility easement deed. It does not include many provisions that are common to easement deeds of this type and it must be tailored to the specific facts, circumstances and desires of the city. It is not intended for use in any specific circumstance or as specific legal advice and the city's legal counsel should be consulted concerning its modification and use.

6.18. SAMPLE UTILITY DEED BETWEEN MARRIED INDIVIDUALS AND THE CITY

PREPARED BY: _____

NORTH CAROLINA
COUNTY

THIS UTILITY EASEMENT DEED, made this _____ day of _____, 2___, by and between _____ and wife, _____, married individuals whose mailing address is _____, (collectively, the “Grantor”) and _____, a North Carolina city corporation whose mailing address is _____ (the “Grantee”). The designations Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine, or neuter as required by context.

Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee the perpetual right, privilege and easement to construct, inspect, operate, maintain, repair, and reconstruct utility facilities and improvements, including, but not limited to, electrical facilities and improvements (collectively, the “Facilities”). Grantee shall have the right to assign or transfer without limitation, all or any part of the rights, privilege and easement granted herein. The easement extends over, under, upon and across certain land of Grantor situate in _____, _____ County, North Carolina, said easement being more particularly described on EXHIBIT A attached hereto and by this reference incorporated herein.

All Facilities placed over, under, upon and across said easement shall be and remain the property of Grantee. Grantee shall have the right to inspect, remove, repair, improve and relocate its Facilities and to make such changes and additions to its Facilities located within the easement as Grantee from time to time may deem advisable.

Grantee shall at all times have the right to keep the entire area of perpetual easement clear of all buildings or structures, trees, shrubs, bushes, stumps, roots, undergrowth, or other vegetation as will in its judgment interfere with the proper use and function of its Facilities; provided, however, that Grantor may use said easement for any purpose not inconsistent with the rights herein acquired by Grantee.

Grantee shall also have a temporary construction easement 10 feet in width on each side of the perpetual easement described on EXHIBIT A. The temporary construction easement shall terminate upon completion of the improvements and facilities authorized to be located in the easement area.

For the purpose of constructing, inspecting, enlarging, operating, maintaining, repairing and reconstructing its Facilities, Grantee shall have the right of ingress to and egress from the easement over the property of Grantor adjacent to the easement in such manner as shall occasion the least practicable damages and inconvenience to Grantor. Grantee shall be liable for any damages resulting from its exercise of the right of ingress and egress.

The cash consideration paid by Grantee and accepted by Grantor is in full and total payment for the easement, for all trees, undergrowth, improvements or other obstructions, natural or manmade within the perpetual easement that have been or will be removed or damaged, the construction easement and for all other rights and privileges hereinabove set forth.

Grantee shall repair any damage to fences and other improvements inside the area of the easement that are not inconsistent with the rights herein acquired by Grantee and shall be liable for any damage to crops, trees or improvements outside the easement when any of the above damage results from the inspection, maintenance or improvement of its Facilities.

TO HAVE AND TO HOLD the said rights and easements together with all privileges and appurtenances thereunto belonging for the use and purposes aforesaid, perpetually unto Grantee for the aforesaid purposes.

And Grantor covenants with Grantee, that Grantor is seized of the above described easements, rights, and privileges; that Grantee shall have quiet and peaceable possession, use and enjoyment of the above-described easements, rights and privileges, that Grantor has the right to convey the same and will defend such possession, use and enjoyment against the lawful claims of all persons whomsoever; and that Grantor shall execute such further assurances thereof as may be required.

IN WITNESS WHEREOF, the undersigned have executed this instrument under seal by adopting the word "SEAL" beside the his/her name as his/her seal, to be effective the day and year first above written.

_____ (SEAL)

_____ (SEAL)

ARTICLE 7 – ELECTRICAL EQUIPMENT

7.1. OPTIONS FOR ENERGY EFFICIENCY (*North Carolina Utilities Commission Guideline Article 10: R8-47*)

The City wants to provide all of the electric energy customers need, but no more than is necessary. Energy efficiency is a good idea for controlling future power costs and also makes good sense environmentally. For those reasons, the City makes available energy efficiency options for its customers.

1. **Security Lighting:** Outdoor lighting contributes to a safe nighttime environment in the City. City employees can explain how each customer can benefit.
2. **Standby Generation Consulting:** City employees can help the customer safely install backup generation for critical loads.

7.2. POWER QUALITY ENHANCEMENTS

1. **Uninterruptible Power Supply Systems:** Customers with personal computers may want to prevent data loss caused by momentary interruptions of power.
2. **Surge Protection Systems:** Customers may want to prevent expensive damage to sensitive equipment caused by lightning, storms and other power surges.
3. **Power Conditioning:** Businesses can benefit from clean power ideas. Dirty power is electricity which fluctuates, spikes and surges because of the normal operation of computers and machinery inside a business.

7.3. SERVICE INTERRUPTIONS (*North Carolina General Statute 160A-334. North Carolina Utilities Commission Guidelines, Article 7: R8-40*)

1. The City will make a good faith effort to provide continuous and uninterrupted electric service, but cannot be liable for loss or damage (direct, consequential or otherwise) caused by any failure to supply electricity or by an interruption.
2. If the customer notifies the City of an outage condition, the City's employees will make a good faith effort to restore power.
3. Prolonged service interruptions due to maintenance and construction may sometimes be necessary. In some instances, where safety is a concern, the customer may be required to have premises inspected by local authorities. Whenever service interruptions are planned, the City will attempt to notify the customer in advance. The City may use a variety of available methods for notification.

7.4. SAMPLE DOOR HANGER FOR OUTAGE NOTIFICATION

Customer's Service Address

Your area will experience a brief electricity outage from_____

To _____

The City's electrical crews will be in the area during this time working to make your service better. Sometimes it is necessary to interrupt electrical service to perform maintenance work or make improvements.

The City apologizes for any temporary inconvenience this outage may cause you and assure you your service will be restored as soon as possible.

7.5. CUSTOMER-OWNED EQUIPMENT

1. **Electric Motors:** The City should always be consulted on motor installations. The maximum permissible size depends upon the customer's location on the distribution system and the capacity of the circuit. All motors should be installed with devices which protect against overload or short circuit.
(Each City should establish a maximum motor size that it will allow to be connected to its system and for which it will provide motor current starting. Motors larger than the designated size must have some form of reduced current starter.)
2. **Emergency Generators:** Where auxiliary or standby emergency generator service is installed by the customer, and approved (by the City), a double throw switch must be used to prevent possible feedback into the main power line as referenced in the National Electrical Safety Code. Parallel operation of the customer's generator will not be allowed except where expressly granted by written contract, and where approved suitable automatic protective equipment and appropriate metering devices are used.
3. **Power Quality:** Customers who intend to use equipment that may generate noise, harmonics or surge transience on the City's distribution system must supply the City with information regarding the electrical characteristics of the equipment. Customers who create noise, harmonics or surge transience on the City's distribution system will be responsible, at their expense, for the filtering and elimination of these problems under American National Standards Institute and Institute of Electrical and Electronics Engineers guidelines.
4. **Protective Devices:** All protective devices will be installed at the customer's expense.
5. **Power Factor Corrections:** Of interest mostly to business customers, the maintenance of a high power factor is of primary importance to the economic operation and maintenance of the distribution system. Under-loaded motors contribute largely to the creation of low power factors unfavorable to the City and the customer. Where the overall power factor of the customer's load is less than 85 percent lagging, the City shall require the customer to install, at customer expense, equipment to correct the power factor. The City reserves the right to measure power factor at any time. City engineers can help a customer identify power factor correction solutions.

NOTE: Each City must evaluate what poor power factor costs, what customer classes might create that problem, and how to address the situation.

7.6. PROPERTY OWNED BY THE CITY

1. All meters and other equipment furnished by the City will be and shall remain the sole property of the City. Damages to this equipment which arise from neglect on the part of the customer will be the financial responsibility of the customer.
2. For the safety of the employees who work on the electric poles, no customer, citizen, person or organization will install or attach any wire, sign, basketball goal or other material to any City owned pole without express written consent of the City Manager.

7.7. THE CITY'S RESPONSE TO A CUSTOMER CUTTING ON/OFF UTILITY SERVICE *(North Carolina General Statute 14-151.1 and 14-159.1)*

1. It is unlawful for anyone other than a City's employee or its agent to cut on or off utility service.
2. If a meter seal is found to be broken or removed, the City shall investigate to determine if tampering has occurred and then reseal the meter. The customer shall be notified and charged tampering fees. (See City Fees, Rates and Charges Schedule)

7.8. THE CITY'S RESPONSE TO METER AND LOAD MANAGEMENT SWITCH TAMPERING

1. Tampering with a meter or bypassing a meter is the same as stealing. The aggressive enforcement of this policy is required by the large majority of good paying customers who would be financially burdened with paying for the stolen services. The City will call for the prosecution of cases of meter tampering, electric or water theft and fraud to the fullest extent of the law.
2. Load management devices are considered by this policy to be the same as meters. Any damage to these devices will be paid by the customer.
3. Any customer may contest these additional service charges by calling upon the Customer Care Department (Designated Representative for the City) for a hearing. A hearing will be scheduled before a designated employee from the Customer Care Department.
4. Representative at any time between the hours of 8 a.m. and 5 p.m. on Monday through Friday except on holidays.

Tampering with electric meters is prohibited by North Carolina General Statutes 14-159.1 and North Carolina General Statutes 14-151.1.

7.9. INSPECTIONS

1. Any electric account that has been in a vacant or inactive status for one (1) year or longer, shall require an electrical inspection by the Cabarrus County Inspection Dept. before the power will be restored. The City of Concord reserves the right to request an electrical inspection on any electric account that has been vacant or inactive for less than one year if the City of Concord feels any safety issues are in question.
2. Any electric account that has been de-energized, due to unsafe conditions, shall require an electrical inspection by the Cabarrus County Inspection Department before power will be restored.

7.10. DISCOVERY OF SUB-METER

If the City discovers a meter service point that is already metered in another location at the same service address, a refund may be due if the City has been charging for usage at both meters. If the City confirms that the sub-meter was being metered at another meter point, then the City Manager may approve a credit for the time period that the customer has been over billed. If the time period of the mistake can be determined, the City shall credit the account for that entire interval, per City Manager approval.

ARTICLE 8 – WATER AND SEWER CONSTRUCTION AND METERING GUIDELINES

8.1. GENERAL RULES

- a. **Location.** No water or sewer facilities shall be installed under the provisions outlined herein and accepted for ownership and maintenance by the Water Resource Department except those in a dedicated public right-of-way or dedicated public easement.
- b. **Ownership.** All water and sewer facilities and appurtenances when installed or accepted by the Concord Utilities Department, shall become and remain the property of the Concord Utilities Department; and no person, by payment of a charge or fee, or by any construction of facilities accepted by the Concord Utilities Department, may acquire any interest or right in any of these facilities, or any portion thereof, other than the privilege of having their property connected thereto and service in accordance with these regulations.
- c. **Unauthorized Work on System.** No unauthorized person shall tamper with, work on, or in any way alter or damage any Concord Utilities Department water or sewer facility. This shall include the removing of manhole lids, the opening or closing of valves, turning on or off of hydrants, or causing any water, not legally paid for, to flow from the system. No person

except authorized employees or agents of the Concord Utilities Department shall cut into or make any connection to the system. The offending person or persons shall pay all costs attributable to such tampering, as well as being subjected to all penalties as prescribed by the North Carolina General Statutes 14-159.1 and the City of Concord's current fee schedule. For full explanation of City fees, refer to the City of Concord's current Adopted Fees, Rates and Charges Schedule.

- d. **Right to Not Allow Service.** The payment of any costs or fees, submitting of any petitions, or any other act requesting water or sewer service, does not guarantee that such service shall be forthcoming. The Concord Utilities Department shall have the right to refuse to extend service upon any reasonable grounds, and specifically for any use detrimental to the water or sewer systems, non-payment of required fees, or if, in the sole opinion of the Concord Utilities Department, it is not economically feasible.
- e. **Maintenance by Customer.**
 - 1. **Water.** The customer shall be responsible for the maintenance of all plumbing, from the meter service connection into and including the plumbing which serves the structure; and the Concord Utilities Department shall have the right to discontinue service to any property that does not maintain the plumbing or abide by the North Carolina Plumbing Code. Should the customer require water at a pressure different from that supplied by the Concord Utilities Department, it shall be the customer's responsibility to install the necessary approved device(s) to make the adjustment.
 - 2. **Sewer.** The customer shall be responsible for the maintenance of all plumbing, from the sewer main connection into and including the plumbing which serves the structure; and the Concord Utilities Department shall have the right to discontinue service to any property that does not maintain the plumbing or abide by the North Carolina Plumbing Code. Further, should a customer require sewer service in which the dwelling floor level is below the elevation of the upstream manhole, a backwater valve will be required in accordance with the North Carolina Plumbing Code. In the event a customer requires sewer service in which the dwelling floor level is below the gravity flow level of the collection main, the customer shall be responsible for installing any necessary approved device(s) to pump wastewater to the collection main in accordance with the North Carolina Plumbing Code. It shall be the customer's responsibility to bare any expense associated with the purchase, operation or maintenance of these devices.
- f. **Liability of Concord Utilities Department.** The Concord Utilities Department shall not be liable to consumers, owners or any person for the failure to furnish service for any purpose or under any conditions, or for any damage that may result from the interruption of service from the Concord Regional Water or Sewer Systems, even though notice of the interruption of service had not been given. It should be understood that every possible effort shall be made to notify the customer of any interruption of service prior to commencement of any

work. All applications, agreements or contracts for service from the Concord Regional Water and Sewer Systems are expressly made subject to these provisions.

- g. **Meters.** All meters shall be owned by the Concord Utilities Department, whether purchased or furnished by the Concord Utilities Department or others. The Concord Utilities Department reserves the right to remove the seal and interfere with the meter for causes deemed justifiable by the Concord Utilities Department.
- h. **By-Pass.** No by-pass around any meter shall be installed unless determined by the Concord Utilities Department to be necessary. Where such devices exist, the use of same shall be regulated by the Concord Utilities Department. Any unauthorized by-pass may result in removal of the meter as well as all other penalties, civil or criminal, provided by law.
- i. **Cross-Connections.** Cross-connections are expressly prohibited, and may result in removal of the meter supplying such connection as well as all other penalties, civil or criminal, provided by law, (i.e. example of this is the inter-connection of a well water supply with a potable public water supply). Upon discovery of a cross-connection on any property being furnished water through the Concord Utilities Department water system, the owner of the property will be notified that the cross-connection must be discontinued immediately. A failure to remove or correct the cross-connection will result in the removal of the meter. A removed meter will not be reinstalled without payment of the standard reconnection fee as established by the Utility Billing and Collection Policy. Reconnection shall be made only after the minimum requirements and/or penalties have been met in accordance with the Backflow Prevention and Cross-Connection Control Ordinance.
- j. **Inspection of Plumbing.** The Concord Utilities Department reserves the right to inspect any and all of the plumbing on a customer's property. In the event plumbing problems are found which are determined to be detrimental to the Regional Water and Sewer Systems, the customer shall be given written notice by certified mail. Upon receipt of the certified mailing, the customer shall have 45 calendar days to make all necessary repairs to the plumbing problems. It shall be the customer's responsibility to notify the Concord Utilities Department of these corrections having been completed within that 45 calendar days. In the event the repairs are not made within the allotted time, the Concord Utilities Department reserves the right to discontinue service.
- k. **Trespassing.** It shall be unlawful for any person to enter upon, walk, ride, bathe, swim, boat, skate, hunt, fish or trespass in any manner upon any portion of any pond, reservoir, watershed, land or building owned, leased or controlled by the Concord Utilities Department, unless specific exceptions are made in writing by the Concord Utilities Department.
- l. **Easements or Rights of Way.**
 - 1. All mains must be within maintained road rights of way or dedicated easements.
 - 2. Shall be for construction, maintenance and operation in, upon and through said premises a utility main(s) (water, sewer or otherwise), with all necessary pipes and/or

appurtenances, together with the right at all times of ingress, egress and regress thereon, and the right of entry upon said premises for the purpose of inspecting said main(s), making repairs or alterations thereon, and/or clearing obstructions that may, in the opinion of the Concord Utilities Department, endanger or interfere with the proper maintenance and operation of the same.

8.2. SERVICE REGULATIONS

Application for Service.

- a. Service rates shall be based upon the land use, whether conforming or non-conforming. If residence is established, the service shall be billed at the residential rate.
- b. If sewer service is desired by an applicant where water service is also available, the applicant shall be required to make connection to both water and sewer, for the control and billing purposes of sewer discharges.

Availability Fee.

Where applicable an availability fee shall be collected by the Cabarrus County Building Inspections Department. For the purpose of this policy these charges apply only to water or sewer service installations. For additional information concerning availability fees, contact the Cabarrus County Planning Department.

Minimum Service Charge.

- a. The minimum service charge will apply only to those customers who have made application for service and paid required fees, as provided in the City of Concord Fees and Charges, Water and Sewer Rates and Connection Fees schedule. Charges shall be made for each service installed regardless of location or duration of service.
- b. The minimum service charge shall apply to all connections.
- c. Charges for flat rate sewer service will commence thirty (30) days after installation and connection is ready for use, regardless of whether service is actually used at that time.
- d. Charges for metered service(s) will commence thirty (30) days after installation of the meter, regardless of whether service is actually used at that time.

Water for Sale to Other Public Utilities.

Water may be sold to non-City water systems under the following conditions:

- a. Water will be sold only to systems permitted by the State of North Carolina or regulated by the North Carolina Utilities Commission;
- b. The utility desiring service must agree to pay all applicable cost for the installation of a meter and backflow prevention as specified by the Concord Backflow Prevention and Cross-Connection Control Ordinance.

Meter Reading and Determination of Charges.

- a. Meters will be read and bills rendered in accordance with the Billing Policy of the Concord Customer Care Department. However, the City of Concord reserves the right to vary this schedule if necessary or desirable.
- b. Where there are multiple dwelling units on one lot, unless separate meters are installed for individual dwelling units, the property owner or landlord shall be responsible for the bill for meters jointly used by one or more tenants.
- c. Readings from different meters will not be combined into one account for billing.
- d. A charge shall be made for all water passing through the customer’s meter.
- e. Bills for water or sewer service shall be calculated in accordance with the rate schedule in effect at the time of billing.

Meter Testing.

If the customer believes that a water meter on their premises is not registering their water consumption accurately, they may request a test of the meter by the Concord Utilities Department. Charges shall be collected in advance for this service pursuant to the City of Concord Fees and Charges, Meter Testing Fee. If it is determined that the meter is inaccurate, not meeting the standard accuracy +/- 2.5%, the fee collected will be credited to the customer’s account and the meter will be replaced at no cost to the customer.

Calculation of Bill Where Equipment Fails.

- a. If the seal of the meter is broken by other than Concord employees or in the event that the meter fails to register the accurate use of water, the customer shall be charged or credited the amount computed using the following formula for the period in which the meter failed to register accurately:
 - 1. Refer to Article 3, Section 10 & Section 11, located in this policy.
- b. In the case of a proven leak on the customer’s plumbing which measures 100% above average consumption, the customer shall be charged the amount computed using the following formula:
 - 1. Refer to Article 3, Section 10 & 11, located in this policy.

Prohibited Activities.

No unauthorized person may:

- a. Supply or sell water from the Concord Utilities Department System to other persons or carry away water from any hydrants or other such public outlet without specific authorization from the Concord Utilities Department.

- b. Manipulate, tamper with, or harm in any manner whatsoever any water line, sewer line, main, or appurtenance or any other part of the water or sewer system, including, but not limited to, any testing or inspection device used to measure the character or concentration of wastes discharged into the sanitary sewer system.
- c. Tamper with the water meter so as to alter the true reading for the amount of water consumed.
- d. Attach or cause to be attached any connection to the water line before the water meter.

Tampering with water/sewer meters is prohibited by North Carolina General Statutes 14-159.1 and North Carolina General Statutes 14-151.1.

8.3. CONCORD UTILITIES DEPARTMENT AND CUSTOMER RESPONSIBILITIES

Concord Utilities Department's Responsibility and Liability.

The Concord Utilities Department shall:

- a. Maintain the water and sewer mains within the Concord Utilities Department's rights of way and easements.
- b. Reserve the right to refuse service if there is a cross connection to a private water supply, no backflow protection, or no sewer clean out.
- c. Assume liability for damage only if such damage results directly from the Concord Utilities Department's activities.
- d. Assume no liability for damage done by or resulting from any defects in the piping, fixtures, or appliances on the customer's premises.
- e. Assume no liability for the negligence of third parties.
- f. Assume no liability for strike, riot, flood, accident, act of God, or any other unavoidable cause.
- g. Provide service to the customer, if service is available and economically feasible and the customer has made application and paid connection fees.
- h. Have no intent to work upon private property, accept on occasions where customers request the Concord Utilities Department to assist with repairs which resulted from the Concord Utilities Department's activities. The customer shall release the Concord Utilities Department from any and all liability for such work by signing consent to work form. It

should be understood that the customer may be responsible for all costs associated with this repair.

- i. In the event the customer or plumber should request assistance by the Concord Utilities Department in the location of services, the individual making such requests shall be responsible for all cost incurred by the Concord Utilities Department. Assistance shall be based upon the availability of Concord Utilities Department personnel.

Customer's Responsibilities.

The customer shall:

- a. Guarantee protection for Concord Utilities Department facilities or equipment located on the customer's property.
- b. Pay the cost of relocating Concord Utilities Department owned facilities and equipment if done at the customer's request.
- c. Be responsible to the Concord Utilities Department for damage to Concord Utilities Department property that is caused by the customer. The customer will be billed for repairing or replacing such property.
- d. Water.
 1. Maintain the water piping systems on their property from the meter up to and including the structure at their expense in a safe and efficient manner.
 2. Maintain the water piping systems in accordance with general standards referred to in Section 1-2 General Rules, paragraph (e).
 3. Protect the public water system from backflow in accordance with standards referenced in Article VI, Backflow Prevention and Cross-Connection Control Ordinance, adopted 12/17/95.
- e. Sewer.
 1. Maintain the sewer piping service from the sewer main up to and including the structure at their expense in a safe and efficient manner. Should it become necessary for the street portion of the lateral to be replaced, the City shall conduct a service line investigation by either or both television monitoring or excavation. If the investigation proves that the service failure is due to faulty material or improper installation, there shall be no charge for this renewal of service. If the damage or blockage is the result of customer neglect, or illegal discharge into the system, then the customer shall be responsible for all labor, material and equipment charges accrued by the City of Concord.

2. Maintain the sewer piping systems in accordance with general standards referred to in Section 1-2 General Rules, paragraph (e).
3. Install a sewer clean-out at the property line in the event there is a sewer blockage on the service within the roadway right-of-way. The cleanout shall be installed by a plumber in compliance with Concord Utilities Department specifications.

8.4. SERVICE CONNECTION TO THE WATER AND SEWER SYSTEM

Connection Required.

Subdivisions which lie adjacent to a public water and/or sewage system shall include plans for connection to such public system as provided by the City of Concord and Cabarrus County Subdivision Ordinances and the requirements of this policy.

Plumbing Permit for Construction.

No person may connect or be connected to the water or sewer system of the Concord Utilities Department until a plumbing permit for such a connection has been issued.

Application for Plumbing Permit.

Every application for a plumbing permit shall be obtained through the Cabarrus County Building Inspection Department.

Construction of Connections.

- a. When an application for service has been made to the Concord Utilities Department for a connection to existing water or sewer lines, the Concord Utilities Department, either with the use of Concord Utilities Department forces or by contract, shall do the excavating, lay the pipe, make the connection (tap-on) to the main, installing meter or cleanout, fill the excavation, and replace the surface of the street.
- b. The customer may request the location where the service may be placed on their premises; however, the final decision for service placement lies with the Concord Utilities Department.
- c. When the service is to be placed on the customer's premises, the customer shall provide a suitable location for placing the service, unobstructed and accessible at all times to the Concord Utilities Department and City of Concord Meter Reading Department and proof of dedication of a right-of-way prior to installation of the service.
- d. The customer's piping and appurtenances shall be installed at the customer's expense in accordance with all applicable building and plumbing codes and Concord Utilities Department's regulations and in full compliance with the sanitary regulations of the State Department of Health Services.
- e. Piping on the customer's premises shall be so arranged that the connections are conveniently located with respect to the Concord Utilities Department's mains.

Separate Connections Required for Each Lot.

- a. For the purpose of this section, “lot” shall mean a parcel of land whose boundaries have been established by some legal instrument such as a recorded deed, deed of trust or a recorded map, and which is recognized as a separate legal entity for purposes of transfer of title.
- b. There shall be for every lot to which water or sewer service is available:
 1. A separate connection to the water main of the Concord Utilities Department and a separate service pipe, tap and meter for each structure as defined by land use.
 2. A separate connection to the sewer main of the Concord Utilities Department and a separate sewer clean out at the right-of-way (unit number must comply with Latest Revision of North Carolina State Plumbing Code).
- c. Customers are eligible for irrigation meters used exclusively for irrigation where there is no return of water to any sewage system. The use of this service for anything other than irrigation is a direct violation of this policy.
- d. If a second meter service is required for residential, commercial or industrial use other than for irrigation, the charges in the Concord Fees and Charges, Water and Sewer Connection Charges, shall apply. There will be no reduction in cost for secondary services. Some examples are apartments, condominiums, commercial or industrial processed water.
- e. If a second sewer service is required for residential, commercial or industrial use, the charges in the Concord Fees and Charges, Water and Sewer Connection Charges, shall apply. There will be no reduction in cost for secondary services.

Time and Material Service Estimates.

All fees for service shall be applicable to those listed in the Concord Fees and Charges, Water and Sewer Connection Charges. Application fees for service up to and including two inches for water and four inches for sewer shall be as listed in the Water and Sewer Connection Charges. For services greater than two inches for water or four inches for sewer, the customer shall provide two (2) copies of all design data, which shall include, but is not limited to, service size, location and any additional utility conflicts. The design must be provided for approval by the Concord Utilities Coordinator and Backflow Prevention Administrator. Charges for services greater than two inches for water or four inches for sewer shall be in one of the two following categories:

- a. If the connection is made by an approved licensed utility contractor to the main owned by the City of Concord, the connection may be made only after a one time application fee has been paid in advance of any work. Once this fee has been paid and service connection approved by the Concord Utilities Department, any and all work shall be done under the direct inspection of the Concord Utilities Department. All connection requirements shall be in accordance with the standards of this policy and specifications of the Concord Utilities Department.

- b. If the customer requests the City to make this connection, the customer shall be responsible for paying the one time connection fee in advance, and then be responsible for paying for all time and materials required for the connection. Estimates for time and material shall be provided upon customer request. After design approval, an estimate for time and material for the service installation shall be provided to the customer within ten (10) working days from receipt.

Ownership of Services.

All meters, meter boxes, service laterals, pipes and other equipment furnished and used by the Concord Utilities Department or its contractors in installing any water or sewer connections shall be and remain the property of the Concord Utilities Department.

ARTICLE 9- FEDERAL FAIR CREDIT REPORTING ACT (FCRA) & FAIR AND ACCURATE CREDIT TRANSACTIONS ACT OF 2003 (FACT ACT)

General Rules

The City will make every effort to comply with the federal Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681-1681y, which imposes responsibilities on all persons who furnish information to consumer reporting agencies (CRAs) and the Fair and Accurate Credit Transactions Act of 2003 (FACT Act) which amended the FCRA to include new provisions aimed at enhancing the accuracy and integrity of the information that data furnishers provide to consumer reporting agencies. The City:

- Should not report information to a CRA it has reasonable cause to believe is inaccurate.
- Should only provide complete, accurate and verifiable information to CRA's.
- Should correct and update information when appropriate.
- Should report to a CRA when an account has been disputed by a consumer.
- Should correct information found to be inaccurate.
- Should report voluntary closing of accounts.
- Should report correct dates of delinquency so accounts age off reports correctly.
- Should identify accounts that are for medical services, products or devices.
- Should have reasonable procedures in place to respond to notifications from CRA's that information furnished is the result of identity theft and to prevent refurnishing the information in the future.

Accuracy and Integrity Rule and Direct Dispute Rule.

Accuracy and Integrity Rule

The City's Customer Service Policies and Procedures have been written to provide accuracy and integrity of consumer information reported to a consumer credit reporting agency (CRA). The City will periodically review and update their policies and procedures to ensure continued effectiveness. The City's policies and procedures promote accuracy, integrity, reasonable investigations and the updating of information, as necessary.

The City reports standard pieces of information to CRA's regarding consumer debt. This includes the amount of the debt, changes in the amount of the debt, and payments from the consumer and whether the debt has been disputed.

The rule defines “accuracy” to mean information a furnisher provides to a CRA that correctly: (1) reflects the terms and liability for the account or other relationship; (2) reflects the consumer’s performance and other conduct with respect to the account or other relationship; and (3) identifies the appropriate consumer.

The City will:

- Identify the appropriate consumer.
- Reflect the terms of and liability for accounts reported.
- Reflect the consumer’s performance and other conduct on the account.

“Integrity” is the second component that must be established under the rule. Integrity is defined to mean information a furnisher provides to a CRA about an account or other relationship with the consumer that:

- Is substantiated by the furnisher’s records when furnished.
- Is furnished in a way that is designed to minimize the likelihood the information may be incorrectly reflected in a consumer report; and
- Includes information in the furnisher’s possession that a relevant federal agency (the Federal Trade Commission for Debt Collectors and Asset Buyers) determines the absence of which would materially misleading in evaluating a consumer’s creditworthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living.

To ensure integrity of information, the City will:

- Substantiate the information provided by the furnisher’s records.
- Furnish information in a form and manner that is designed to minimize the likelihood the information may be incorrectly displayed in a consumer report; and
- Include the credit limit of the account (where appropriate).

Direct Dispute Rule

This rule implements a provision in the FACT Act that provides consumers with a broad right to directly dispute inaccurate information in their consumer report with the entity that furnished the information.

The direct dispute rule requires the City to conduct a reasonable investigation of a dispute submitted directly to the City by a consumer concerning the accuracy of any information contained in the consumer’s credit report if the dispute relates to:

- The consumer’s liability for a credit account.
- The terms of a credit account.
- The consumer’s performance or conduct related to an account; or
- Any other information related to the consumer’s credit standing, character or reputation.

The direct dispute rule requires consumers to provide certain information with their disputes in order to trigger the City’s duty to investigate the dispute. The consumer’s dispute must provide:

1. Sufficient information to identify the account or other relationship that is in dispute, such as an account number, the name, address and telephone number of the consumer; if applicable;

2. Specific information the consumer is disputing and an explanation of the basis for the dispute; and
3. All supporting documentation or other information reasonably required by the furnisher to substantiate the basis of the dispute. This documentation may include, for example, a copy of the relevant portion of the consumer report that contains the allegedly inaccurate information; a police report; a fraud or identity affidavit; a court order; or account statements.

Although the direct dispute rule does not explicitly require a direct dispute to be in writing, the rule includes a section explicitly detailing what to address a dispute must be sent. It is the opinion of the American Collector's Association the inclusion of an address requirement has the effect of requiring direct disputes to be submitted to the City in writing.

The City is not required to investigate a direct dispute unless the dispute is sent to the address provided by the City. The address provided can be listed on the consumer report, or the address can be an alternate address if it is clearly and conspicuously specified by the City for submitting direct disputes and was provided to the consumer in writing or electronically. Thus, the City will avoid the duty to investigate disputes that are sent to an incorrect address so long as it has communicated the correct address to which consumers should submit disputes.

Although the City is generally required to investigate a direct dispute from a consumer, the rule provides some exceptions when a reasonable investigation is not required. The City is not required to investigate a direct dispute if an exception enumerated by the rule applies or if the City determines the dispute is frivolous or irrelevant.

Exceptions

The City is not required to conduct an investigation if the dispute is related to:

- The consumer's identifying information, such as the consumer's name, date of birth, Social Security number, telephone number(s) or address(es).
- The identity of past or present employers.
- Inquiries or requests for a consumer report.
- Information derived from public records, such as judgments, bankruptcies, liens and other legal matters.
- Information related to fraud alerts or active duty alerts.
- Information provided to a consumer reporting agency by another furnisher.

Furthermore, one exception particularly relevant for the collection industry is that the City is not obligated to investigate a direct dispute if the City has a reasonable belief that the direct dispute was submitted or prepared on behalf of, or submitted on a form supplied to the consumer by a credit repair organization or any entity that would be defined as a credit repair organization, if not for its nonprofit status.

Thus, the ability to dispute items directly with the City does not extend to credit repair organizations. A credit repair organization cannot trigger a reinvestigation by contacting the City directly on behalf of a consumer.

Additionally, this exclusion applies to forms prepared by such organizations; thus, a consumer cannot trigger a reinvestigation by submitting a dispute form to the City on a form supplied to the consumer by a credit repair organization.

Frivolous or Irrelevant Dispute

The City is not required to investigate a dispute if it is deemed frivolous or irrelevant. A dispute may be deemed frivolous or irrelevant if:

1. The consumer did not provide sufficient information to investigate the disputed information as outlined above; or
2. The dispute is substantially the same as a dispute previously submitted by or on behalf of the consumer, regardless of whether the dispute had been previously submitted directly or through a Credit Reporting Agency (CRA), so long as the consumer has not provided additional supporting information regarding the dispute.

If the City determines a dispute is frivolous or irrelevant, the City must notify the consumer of its determination within 5 business days of making the determination by mail or other means if authorized by the consumer. The notice must contain the City's reasons for making the determination and identify what information is necessary to investigate the disputed information.

Duties upon Receiving a Valid Dispute

Upon receipt of a valid dispute the City is required to conduct a "reasonable" investigation. The FTC and other federal agencies determined this is consistent with how courts have interpreted a furnisher's duty to conduct an investigation under the applicable sections of the FCRA.

After receiving a valid dispute notice from a consumer, the City will:

1. Conduct a reasonable investigation with respect to the disputed information.
2. Review all relevant information provided by the consumer with the dispute notice.
3. Complete its investigation of the dispute and report the results within 30 days. If the consumer provides additional relevant information after the start of an investigation, the City will have 45 days to complete the investigation.
4. If the investigation finds that the information reported was inaccurate promptly notify each Credit Reporting Agency (CRA) to which the City provided inaccurate information of that determination and provide to the CRA any correction to that information that is necessary to make the information provided to the City accurate.

ARTICLE 10 - OTHER FORMS & ATTACHMENS

10.1 LANDLORD ADDENDUM TO CONTRACT FOR UTILITY SERVICE



26 Union Street South, P.O. Box 308, Concord, NC 28026 - concordnc.gov

Landlord Addendum to Contract for Utility Service

The undersigned Affiant, being first duly sworn, deposes and says:

1. The undersigned Affiant is the landlord (owner, manager, rental agent or other responsible party) for a dwelling or rental units designated as _____ and owned by _____

(Name of Apartment Complex, if applicable)

(Legal Name of Corporate Entity, if applicable)

Said dwelling/rental units are located at _____
(Physical Address)

2. Affiant leased a dwelling or rental unit within the above-mentioned complex identified as _____

to _____ beginning on _____

(Address of Rental Unit in Question)

(Tenant(s)/Must correspond to name of current utilities account holder)

(Date/Start of Tenancy)

for an original period of _____ and then terminating or transferring to a periodic tenancy.

(Months)

3. The above-named tenant(s) have permanently vacated and/or abandoned the dwelling or rental unit prior to the expiration of said tenancy and/or in violation of the conditions of the lease agreement.

4. As a result of tenant permanently vacating and/or abandoning the dwelling/rental unit, Affiant requests that utility service be placed in Affiant's name and hereby affirms that Affiant will be responsible for and will pay for utilities service at said dwelling/rental unit until service is established in a new tenant's name.

Bills for service are to be addressed as follows:

(Name and Address)

5. Affiant guarantees payment for utility service and related fees from the date service is established in its name until service is established in a new tenant's name.

6. Affiant guarantees payment for utility service and related fees in accordance with the rates and regulations in effect at the time of delivery and in accordance with the conditions of the Contract for Utility Service.

7. Affiant agrees to indemnify the City of Concord to the maximum extent allowed by law for any claims that may arise from or related to utilities service being placed in Affiant's name pursuant to the Contract for Utility Service and this Addendum.

Signature of Property Owner or Authorized Agent

SUBSCRIBED and SWORN to before me this _____ day of _____, 20____.

Printed Name of Property Owner or Authorized Agent

(Official Seal)

Date

Notary Public
My commission expires _____, 20____.

4827-1229-3163, v. 1

Customer Care Department
Phone (704) 920-5555 • Fax (704) 920-6953

10.2 ACCEPTABLE FORMS OF IDENTIFICATION POLICY

Purpose: The City of Concord has developed this policy to prevent identity theft, while balancing the desire to process utility applications in an efficient and effective manner.

Procedures: Valid identification shall mean that the identification provided is not expired, not altered in any way, and genuinely represents the person who provided the identification.

In response to the growing forms of valid identification presented to the Customer Care Department of the City of Concord for applying or transferring service, the following guidelines may be used by staff to determine proper identification.

1. Acceptable forms of valid identification
 - a. Driver's Licenses
 - b. International Driver's Licenses
 - c. United States Passports
 - d. Non Driver Identification Cards (N.C. & Other States)
 - e. Federal Identification Card – Military ID's & Veteran ID's
 - f. Permanent Resident Card
 - g. Resident Alien Card

2. Unacceptable forms of valid identification
 - a. Voter Cards
 - b. Consulate Cards
 - c. Employment Badges, College Badges
 - d. Foreign Passports
 - e. Individual Tax Identification Numbers, & W2's
 - f. Birth Certificates & Marriage Certificates
 - g. Bank Statements & Utility Statements

3. Valid identification for a business
 - a. Tax Identification Numbers
 - b. Certified Articles of Incorporation
 - c. Items listed in item 1 above if applicable

All exceptions to policy must be approved by the Customer Service Manager or a designee.

10.3 WAIVER & RELEASE OF PRIVATE UTILITY INFORMATION

Information on customer’s private utility account information is not a public record under North Carolina General Statute §132-1.1

I waive my right to privacy in my utility account # _____ serving _____
_____ only to the extent described below:
(address)

The City of Concord, its agents and employees, are permitted to release information on the utility described above only to _____,
_____, _____,
(name) (address) (phone)

Customer(s) will hold the City of Concord harmless from any damages arising out of the release of this information. Customer(s), for themselves and their heirs, assigns, successors, representatives, agents and attorneys, hereby irrevocably and unconditionally RELEASES, ACQUITS AND FOREVER DISCHARGES CITY, its officers, elected officials, employees, agents and representatives, and the heirs, successors and assigns of all such persons or entities and all persons acting by, through, under or in concert with any of them, or any of them (hereinafter “Releasees”), from any and all charges, complaints, claims (whether in law or equity or whether under statutory or common law of the United States or any state thereof), liabilities, controversies, actions, causes of action, suits, judgments, demands, costs, losses, debts, interest, damages (of any kind whether actual, punitive, compensatory, double, treble or nominal), and expenses (including attorney’s fees and costs actually incurred), which the Customer(s) or any of their heirs, representatives or assigns now have, or which may later appear or accrue, for any losses, injuries or damage, whether anticipated or unanticipated, resulting from, arising out of or connected directly or indirectly with any action or omission of the Releasees arising out of any transactions with Customer(s) or their agents, employees, or contractors concerning the waiver and release of utility information described herein. Customer(s) hereby covenant and agree that they will not initiate any lawsuit or proceeding against any of the Releasees with respect to any of these released claims and agrees to indemnify the Releasees from any expense, cost or damage incurred in connection with any action initiated by any party in violation of the covenants contained in this paragraph. Customer(s) hereby agree to indemnify and hold harmless the Releasees from any and all claims described above which may be filed by third parties.

Customer(s) warrant that they have had ample time to consider this Waiver and Release of Private Utility Information, they understand its provisions, and represent that they enter into this Release voluntarily.

THE UNDERSIGNED CUSTOMER(S) HAVE READ THE FOREGOING WAIVER AND RELEASE OF PRIVATE UTILITY INFORMATION AND REPRESENT THAT THEY FULLY UNDERSTAND IT AND INTEND TO BE BOUND BY IT UNTIL WITHDRAWN IN WRITING.

Date

(Signature of Utility Account Holder)

City Witness

(Signature of Utility Account Holder)

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a notary public in and for said county and state, do hereby certify that _____, personally appeared before me this day and acknowledged the voluntary execution of the foregoing agreement.

WITNESS my hand and notarial seal, this ____ day of _____, 20__.

My commission expires: _____

Notary Public

(SEAL)

I hereby cancel the Waiver written above effective on the date written below.

Date

(Signature of Utility Account Holder)

(Signature of Utility Account Holder)

10.4 IDENTITY THEFT ATTACHMENT & MULTIPLE PROPERTY (IF APPLICABLE)

Attachment A

As per the Identity Theft Protection Act, it is unlawful to place certain identifiable information on documentation that may be placed on public record.

Below is a list of required information that is pertinent to establishing your utility account with the City Concord. This information is considered by the City of Concord to be *Confidential*. If your account is delinquent, Pages 1 & 2 will be placed on public record for purposes of collecting a debt.

Address of Property: _____, _____, NC _____

NAME: _____ [Customer No.1]

Social Security Number: _____ [Customer No.1]

Birth date: ____/____/____ [Customer No.1]

Drivers License Number: _____ State Issued: _____ [Customer No.1]

NAME: _____ [Customer No.2]

Social Security Number: _____ [Customer No.2]

Birth date: ____/____/____ [Customer No.2]

Drivers License Number: _____ State Issued: _____ [Customer No.3]

Name of Company: _____

State Incorporated: _____

Federal ID No.: _____

IDENTITY THEFT PROTECTION ACT

NCGS §132-1.10(d):

No person preparing or filing a document to be recorded or filed in the official records of the register of deeds, the Department of the Secretary of State, or of the courts that may include any person's social security, employer taxpayer identification, drivers license, state identification, passport, checking account, savings account, credit card, or debit card number, or personal identification (PIN) code or passwords in that document, unless otherwise expressly required by law or court order, adopted by the State Registrar on records of vital events, or redacted... Any person who violated this subsection shall be guilty of an infraction, punishable by a fine not to exceed five hundred dollars (\$500.00) for each violation.

The entire Identity Theft Protection Act can be found at <http://www.ncga.state.nc.us/eascripts/statutes/statutes.asp>

MULTIPLE PROPERTIES PAGE (LANDLORD/ OWNER ONLY)

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

- water
- sewer
- electric
- temporary water, and/or
- temporary electrical

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

- water
- sewer
- electric
- temporary water, and/or
- temporary electrical

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

- water
- sewer
- electric
- temporary water, and/or
- temporary electrical

(Insert complete address, including apartment, lot or unit identifier; E-mail address)

- water
- sewer
- electric
- temporary water, and/or
- temporary electrical

10.5. PAYMENT EXTENSION CONTRACT & CONFESSION OF JUDGMENT

STATE of NORTH CAROLINA PAYMENT EXTENSION CONTRACT
CABARRUS COUNTY
CITY of CONCORD

This Agreement made the date last shown below between the CITY OF CONCORD and

_____ (name of Customer)

At _____ (mailing address) for

delinquent payments in the total amount of \$ _____ on utility services received by the customer at

_____ (service address) (including county parcel identification number) (account number)

Whereas, _____ (reason for extension); and

Whereas, customer is willing and able to make payment of \$ _____ each () week () month on the _____ day of the () week () month toward the past due delinquent amount ending on the _____ (date past due amount will be fully paid).

NOW THEREFORE, the City and Customer agree as follows:

1. Customer will make the payment toward the past due amount set forth above.
2. Customer will make all future utility payments to the City of Concord as they become due.
3. Customer agrees that if all payments under this agreement and all future utility payments due to the City are not paid when due, utility services will be disconnected.
4. Further, Customer agrees that if ALL payments under this agreement and all subsequent utility payments due to the City are NOT made when due, either:
 - (a.) Customer agrees that, as the owner of the real property being served with utilities at the above address, this contract may be filed with the Cabarrus County Registry as a lien on my real property.
 - () (b.) Customer has attached a confession of judgment that is incorporated herein. Customer agrees that the confession of judgment attached may be filed with the Cabarrus County Clerk of Court as a judgment for the full delinquent amount

(EITHER a or b ABOVE MUST BE CHECKED AND ATTACHMENT SUBMITTED)

5. In consideration of the above promises and commitments of the Customer, the City of Concord agrees to continue service of utilities so long as Customer complies with the promises and commitments.

SO AGREED THIS THE _____ DAY of _____, 20_____.

_____ (customer)

_____ (customer)

CITY OF CONCORD

by _____

STATE OF NORTH CAROLINA)	IN THE GENERAL COURT OF
)	JUSTICE
CABARRUS COUNTY)	DISTRICT COURT DIVISION
)	FILE NO.:
CITY OF CONCORD,)	
Prospective Plaintiff,)	
)	
-vs-)	<u>CONFESSION OF JUDGMENT</u>
)	
_____)	
Prospective Defendant(s).)	
_____)	

NOW COME the Prospective Defendant and Customer to confess judgment in the above-entitled action as set forth below:

1. Prospective Plaintiff (Plaintiff) is a N.C. municipal corporation located within Cabarrus County, North Carolina, and as such has furnished utility services to the Customer below in return for his promise to pay for the services when due in accordance with the laws of North Carolina.

2. Prospective Defendant and Customer _____ is a citizen of _____, Cabarrus County North Carolina, and resides at _____.

3. Defendant and Customer entered into a Contract to secure payment after the payments due became delinquent.

4. The Defendant and Customer has now determined that he may be adjudged liable in the amounts set forth below, and has elected to enter this Confession of Judgment.

5. Defendant shall pay to Plaintiff the sum of \$_____.

This the ____ day of _____, 20 ____

Defendant and Customer

Sworn and subscribed before me, _____, Notary Public
of Cabarrus

County on this the ____ day of _____, 20_____

Notary Public
My commission expires:

10.6 IDENTITY VERIFICATION FORM & INSTRUCTIONS

City of Concord, N.C.

IDENTITY VERIFICATION FORM INSTRUCTIONS

Instructions for the applicant:

1. Complete all fields in Section I.
2. Present yourself to a Notary.
3. Have the notary complete Section II.
4. If the notary stamp is in ink, fax the form to Concord Customer Care 704-920-6953. If the notary stamp is in ink, the form may also be scanned and emailed to custcare@concordnc.gov.
5. The completed form may be hand delivered to 35 Cabarrus Avenue West, City of Concord Customer Care or dropped in the City's drop box located on Market Street beside City Hall.
6. The completed form may also be mailed to:
City of Concord Customer Care
PO Box 308
Concord, NC 28026
7. Please direct all questions to City of Concord Customer Care 704-920-5555.

Note: The notarized form with all fields completed must be received by the City of Concord Customer Care division within ten business days or the account is subject to disconnection. The notary seal must be visible. Please keep a copy for your records.

City of Concord, N.C.

IDENTITY VERIFICATION FORM

Upon request, by the City of Concord, this form must be completed to validate the identity of the individual establishing or maintaining a utility account with the City of Concord.

SECTION I

In compliance with my application for utility service with the City of Concord, or continuation of service:

I, _____, the utility service applicant and undersigned, do hereby state and declare the following:

This affidavit concerns utility service at the following service location:

Address:

City, State, Zip:

Phone #: _____

Email Address: _____

I understand that knowingly making any false or fraudulent statement or representation may constitute a violation of federal, state, or local criminal statutes, and my result in imposition of a fine or imprisonment or both.

Applicant Signature & Date:

SECTION II

NOTARY

State & County: _____

I do hereby certify that _____(applicant) personally appeared before me this day and is known to me to be the person whose name is subscribed to the within instrument, and acknowledged that he/she executed the same for the purposes therein contained.

WITNESS my hand and official seal this ____ day of _____ in the year _____.

My Commission expires: _____

Notary Printed Name: _____

Notary Signature: _____

10.7 UTILITY SERVICE AGREEMENT (ATTACHMENT)

10.8 LANDLORD UTILITY SERVICE AGREEMENT (ATTACHED)

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by Campbell Farms Charlotte, LLC, a Delaware limited liability company, whose principal address is 517 Alcove Rd., Suite 301, Mooresville, NC 28117 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

W I T N E S S E T H:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____.

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 5840 & 5860 Flowes Store Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 5538-41-2397. It being the land conveyed to Grantor by deed recorded in Book and Page 12635/282 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of three (3) engineered stormwater control structures, namely three (3) Sand Filters, as provided in the CCDO and the Concord Manual (the “Stormwater Control

Measures” or “SCMs”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A”** titled **“SCM Access & Maintenance Easement at Property Known as Campbell Farms, Phase 1, Map 1 (Sheets 1 thru 6)”** and labeled **“SCM Access and Maintenance Easement 68,442 SF (SCM #1) (Sheet 1 of 6)”**, **“SCM Access and Maintenance Easement 159,111 SF (Sheet 1 of 6)”**, **“SCM Access and Maintenance Easement 38,073 SF (SCM #3) (Sheet 2 of 6)”**, **“SCM Access and Maintenance Easement 35,050 SF (Sheet 2 of 6)”**, **“SCM Access and Maintenance Easement 14,064 SF (Sheet 2 of 6)”**, **“SCM Access and Maintenance Easement 56,506 SF (SCM #2) (Sheet 3 of 6)”**, and **“SCM Access and Maintenance Easement 115,421 SF (Sheet 3 of 6)**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit “A”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agree to abide by all

applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCMs, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCMs and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCMs, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCMs and all components and structures related to the SCMs functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCMs.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCMs, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated _____, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Campbell Farms Charlotte, LLC, a Delaware limited liability company

By: Alan Scharsu

Name: Alan Scharsu, Manager

GRANTEE:

City of Concord, a municipal corporation

By: _____

Lloyd Payne, City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

STATE OF North Carolina
COUNTY OF Iredell

I, John W. Oakes II, a Notary Public of the aforesaid County and State, do hereby certify that Alan Scharsu personally appeared before me this day and acknowledged that he is the Manager of Campbell Farms Charlotte, LLC, a Delaware limited liability company and that he as Manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 18th day of March, 2020



John W. Oakes II
Notary Public
My commission expires: 9-21-22

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2020.

Notary Public _____
My commission expires: _____

EXHIBIT A

STATE OF NORTH CAROLINA CABARRUS COUNTY

"I, MARK C. CARTER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF SCM ACCESS AND MAINTENANCE EASEMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

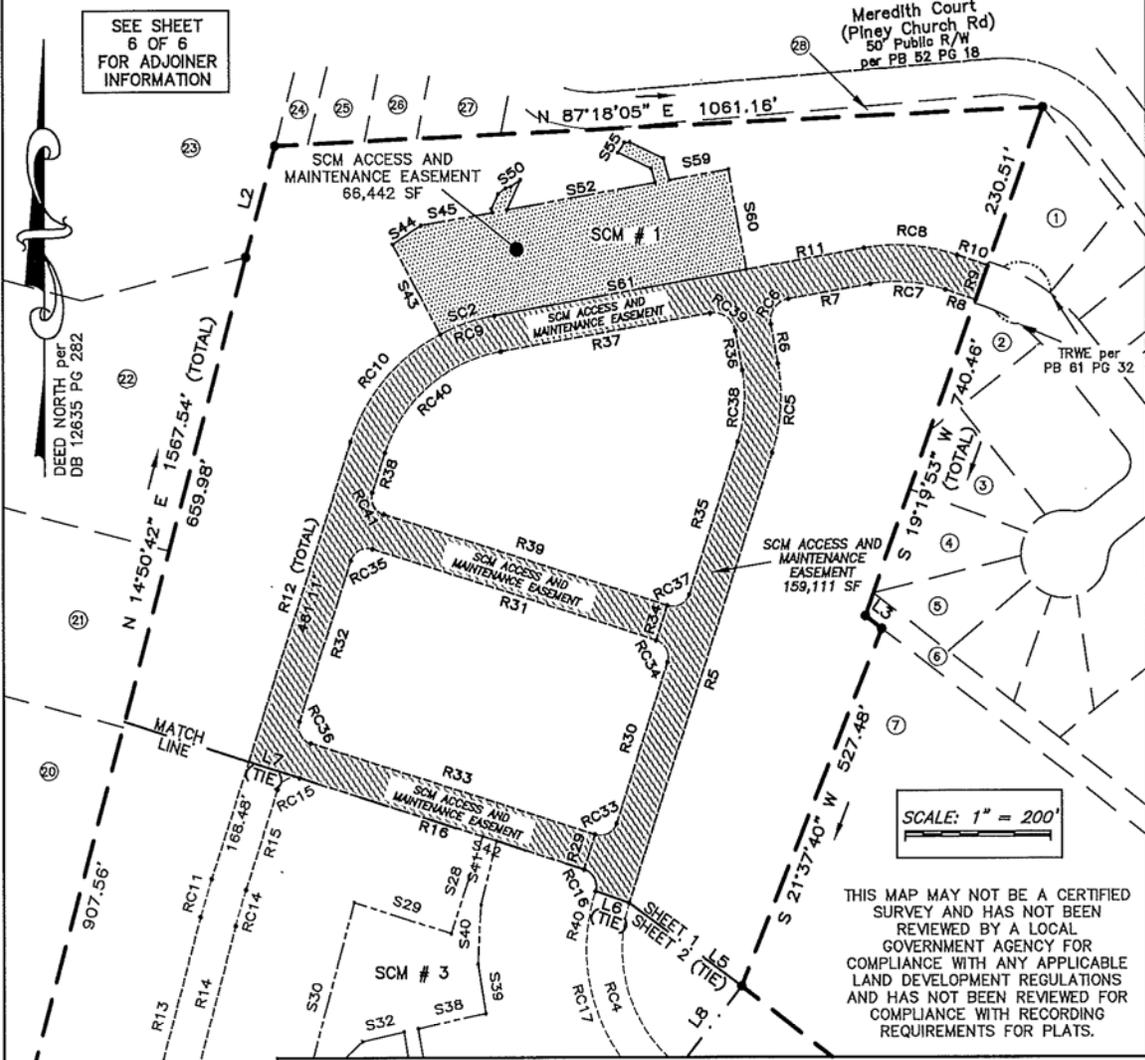
PRELIMINARY
NOT FOR SALES OR CONVEYANCES

PROFESSIONAL LAND SURVEYOR _____ DATE _____
NOTES

1. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY NOT SHOWN.
2. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY WAS ESTABLISHED FROM DB 12332 PG 138.
3. THE BOUNDARY LINE INFORMATION SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. PHOENIX LAND SURVEYING DID NO ADDITIONAL RESEARCH.

LEGEND

RF	REBAR FOUND
RS	REBAR SET
R/W	RIGHT-OF-WAY
SF	SQUARE FEET
MB	MAP BOOK
DB	DEED BOOK
PG	PAGE
SCM	STORMWATER CONTROL MEASURE
TRWE	TEMPORARY R/W EASEMENT



SEE SHEET
6 OF 6
FOR ADJOINER
INFORMATION

DEED NORTH per
DB 12635 PG 282

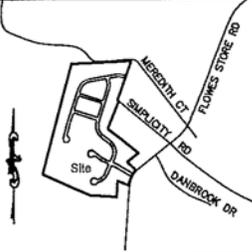
Meredith Court
(Piney Church Rd)
50' Public R/W
per PB 52 PG 18

TRWE per
PB 61 PG 32

SCALE: 1" = 200'

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

SCM ACCESS AND MAINTENANCE EASEMENT
AT PROPERTY KNOWN AS
CAMPBELL FARMS, PHASE 1, MAP 1
PARCEL # 55384123970000, DB 12332 PG 138, PB 77 PG 18
CITY OF CONCORD, CABARRUS COUNTY, NC
OWNER: CAMPBELL FARMS CHARLOTTE LLC
SHEET 1 OF 6



VICINITY MAP
(Not to Scale)



PHOENIX LAND SURVEYING, INC
3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912

"I, MARK C. CARTER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF SCM ACCESS AND MAINTENANCE EASEMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

PRELIMINARY
NOT FOR SALES OR CONVEYANCES

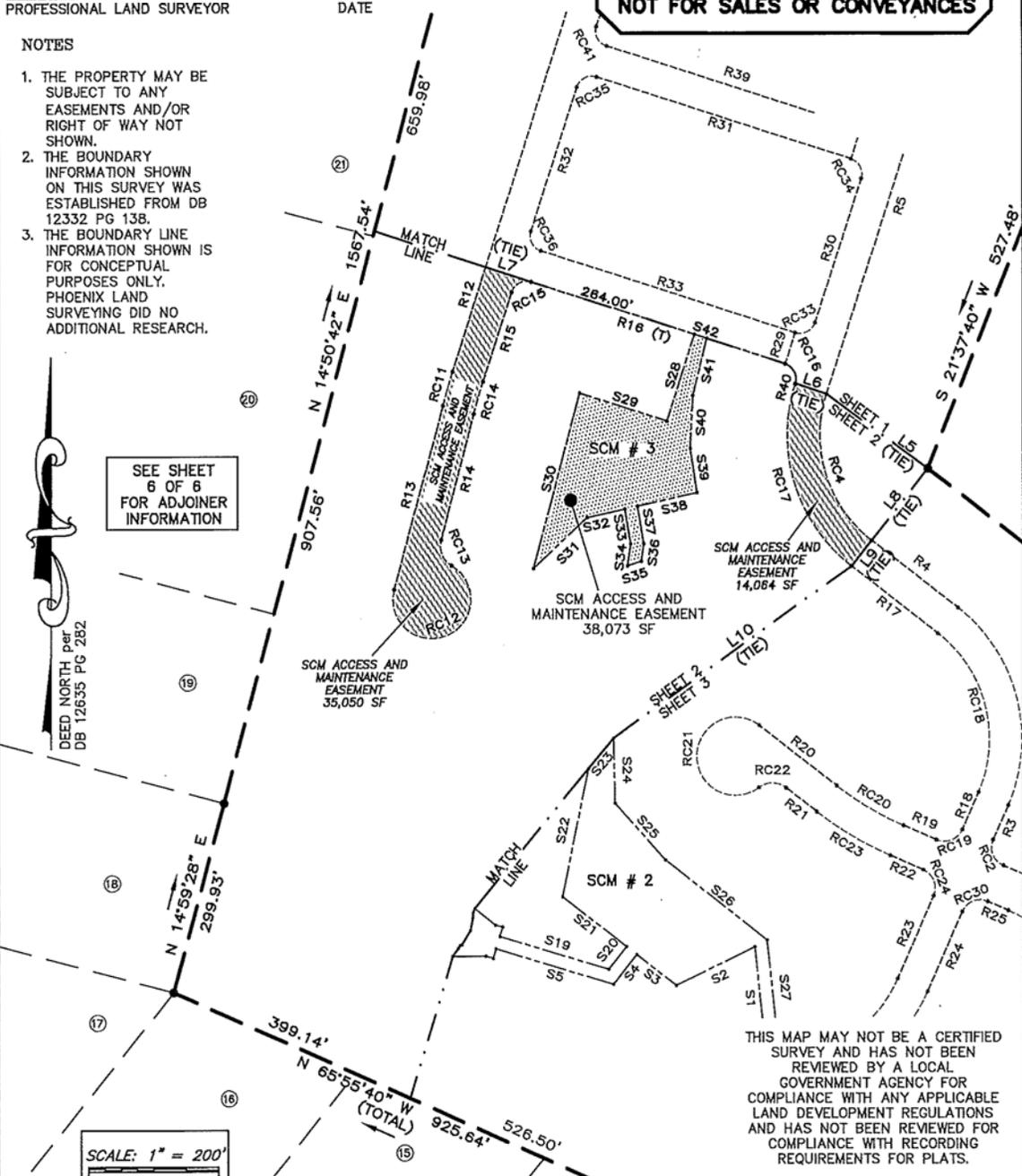
PROFESSIONAL LAND SURVEYOR _____ DATE _____

NOTES

1. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY NOT SHOWN.
2. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY WAS ESTABLISHED FROM DB 12332 PG 138.
3. THE BOUNDARY LINE INFORMATION SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. PHOENIX LAND SURVEYING DID NO ADDITIONAL RESEARCH.

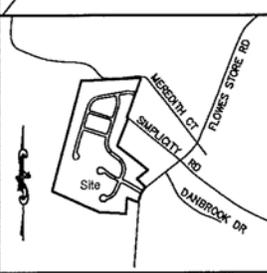
DEED NORTH per DB 12635 PG 282

SEE SHEET 6 OF 6 FOR ADJOINER INFORMATION



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

SCALE: 1" = 200'



VICINITY MAP
(Not to Scale)

SCM ACCESS AND MAINTENANCE EASEMENT
AT PROPERTY KNOWN AS
CAMPBELL FARMS, PHASE 1, MAP 1
PARCEL # 55384123970000, DB 12332 PG 138, PB 77 PG 18
CITY OF CONCORD, CABARRUS COUNTY, NC
OWNER: CAMPBELL FARMS CHARLOTTE LLC
SHEET 2 OF 6



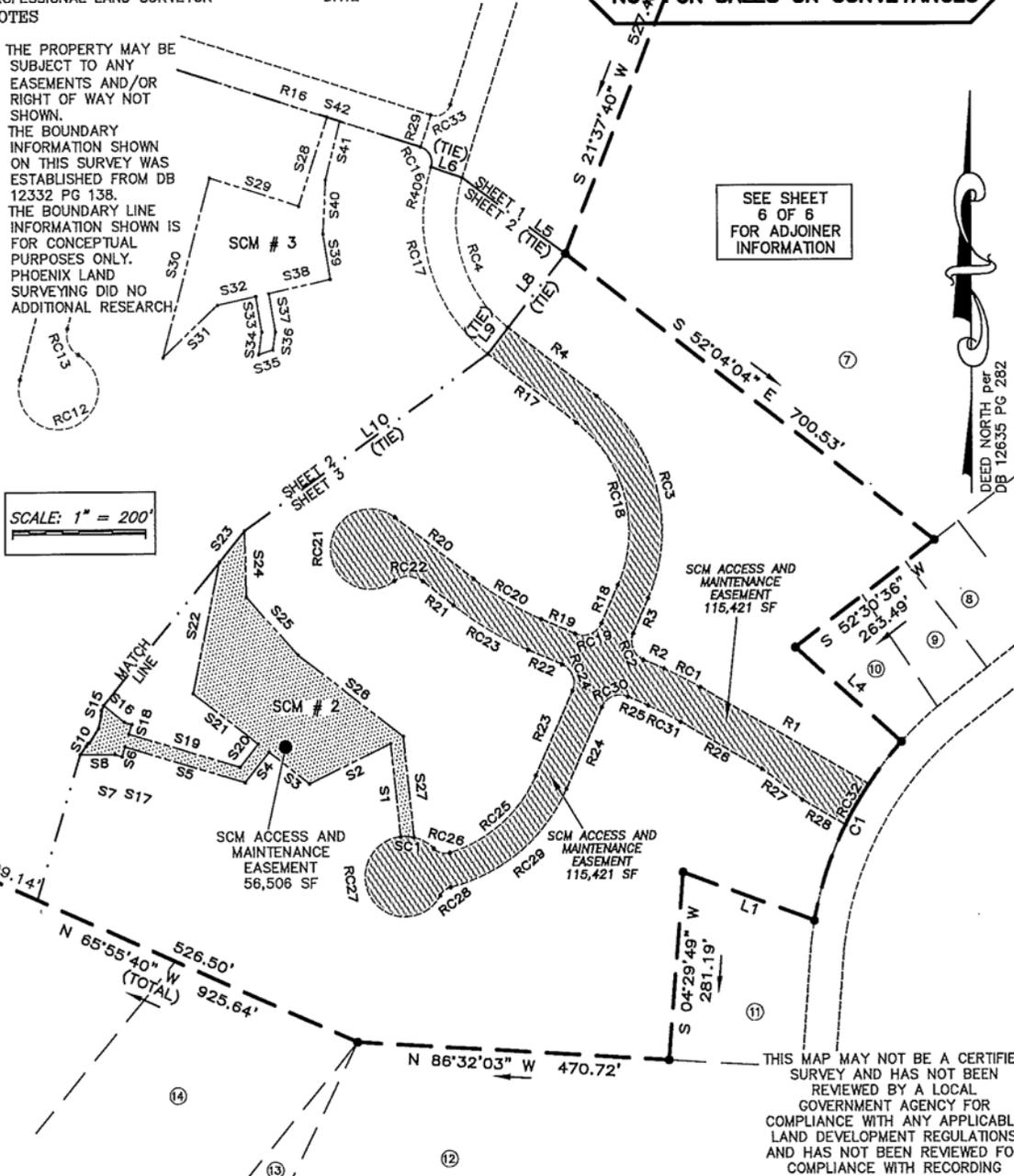
PHOENIX LAND SURVEYING, INC
3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912

"I, MARK C. CARTER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF SCM ACCESS AND MAINTENANCE EASEMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

PRELIMINARY
NOT FOR SALES OR CONVEYANCES

PROFESSIONAL LAND SURVEYOR
NOTES

1. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY NOT SHOWN.
2. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY WAS ESTABLISHED FROM DB 12332 PG 138.
3. THE BOUNDARY LINE INFORMATION SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. PHOENIX LAND SURVEYING DID NO ADDITIONAL RESEARCH.

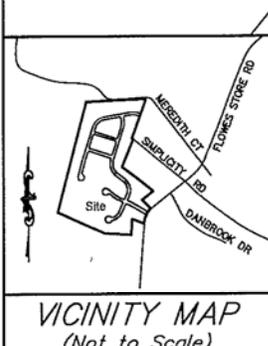


SCALE: 1" = 200'

SEE SHEET
6 OF 6
FOR ADJOINER
INFORMATION



THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.



SCM ACCESS AND MAINTENANCE EASEMENT
AT PROPERTY KNOWN AS
CAMPBELL FARMS, PHASE 1, MAP 1
PARCEL # 55384123970000, DB 12332 PG 138, PB 77 PG 18
CITY OF CONCORD, CABARRUS COUNTY, NC
OWNER: CAMPBELL FARMS CHARLOTTE LLC
SHEET 3 OF 6



PHOENIX LAND SURVEYING, INC
3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912

"I, MARK G. CARTER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF SCM ACCESS AND MAINTENANCE EASEMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

PRELIMINARY
NOT FOR SALES OR CONVEYANCES

PROFESSIONAL LAND SURVEYOR _____ DATE _____

LEGEND

- RF REBAR FOUND
- RS REBAR SET
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- MB MAP BOOK
- DB DEED BOOK
- PG PAGE
- SCM STORMWATER CONTROL MEASURE

NOTES

1. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY NOT SHOWN.
2. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY WAS ESTABLISHED FROM DB 12332 PG 138.
3. THE BOUNDARY LINE INFORMATION SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. PHOENIX LAND SURVEYING DID NO ADDITIONAL RESEARCH.

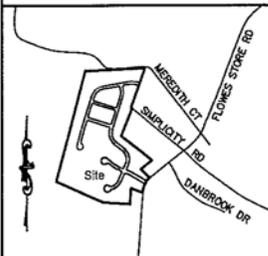
THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 69°40'49"	W 209.80'
L2	N 14°54'07"	E 158.36'
L3	S 52°04'20"	E 28.50'
L4	S 48°12'59"	E 212.76'
L5	N 53°38'32"	W 193.18'
L6	N 70°58'46"	W 50.01'
L7	N 72°07'31"	W 74.00'
L8	S 38°09'10"	W 140.00'
L9	S 37°55'56"	W 50.00'
L10	S 54°23'16"	W 452.50'

R/W LINE TABLE		
LINE	BEARING	DISTANCE
R1	N 59°51'25"	W 290.95'
R2	N 66°27'38"	W 34.12'
R3	N 23°32'22"	E 57.78'
R4	N 52°04'04"	W 168.01'
R5	N 17°52'29"	E 648.71'
R6	N 10°07'31"	W 54.91'
R7	N 79°52'29"	E 115.37'
R8	S 70°55'56"	E 43.52'
R9	N 19°19'53"	E 50.00'
R10	N 70°55'56"	W 43.75'
R11	S 79°52'29"	W 520.85'
R12	S 17°52'29"	W 629.59'
R13	N 14°50'42"	W 291.85'
R14	N 14°50'42"	E 200.20'
R15	N 17°52'29"	E 144.48'
R16	S 72°07'31"	E 412.00'
R17	S 52°04'04"	E 168.01'
R18	N 23°32'22"	W 62.78'
R19	N 66°27'38"	W 55.20'
R20	N 52°04'04"	W 150.88'
R21	S 52°04'04"	E 59.23'
R22	S 66°27'38"	E 55.20'
R23	N 23°32'22"	W 138.33'
R24	N 23°32'22"	E 133.33'
R25	S 66°27'38"	E 34.12'
R26	S 59°51'25"	E 141.36'
R27	S 52°15'44"	E 75.66'
R28	S 59°51'25"	E 74.89'
R29	N 17°52'29"	E 50.00'
R30	N 17°52'29"	E 232.00'
R31	N 72°07'31"	W 412.00'
R32	S 17°52'29"	W 232.00'
R33	S 72°07'31"	E 412.00'
R34	N 17°52'29"	E 50.00'
R35	N 17°52'29"	E 219.71'
R36	N 10°07'31"	W 54.91'
R37	S 79°52'29"	W 295.48'
R38	S 17°52'29"	W 57.11'
R39	S 72°07'31"	E 412.00'
R40	S 17°52'29"	W 1.00'

SCME LINE TABLE		
LINE	BEARING	DISTANCE
S1	N 06°06'12"	W 140.00'
S2	S 64°08'22"	W 135.43'
S3	N 52°04'04"	W 77.34'
S4	S 38°23'26"	W 57.95'
S5	N 73°14'49"	W 188.30'
S6	S 16°45'11"	W 15.00'
S7	N 73°14'49"	W 11.64'
S8	S 89°52'32"	W 51.67'
S9	N 34°55'01"	E 15.23'
S10	N 30°06'17"	E 4.40'
S11	N 65°58'49"	E 3.52'
S12	N 31°13'22"	E 25.21'
S13	N 11°21'06"	E 19.63'
S14	N 02°35'04"	E 7.55'
S15	N 22°19'26"	E 7.71'
S16	S 51°31'38"	E 40.53'
S17	N 73°14'49"	E 11.64'
S18	S 16°45'11"	W 15.00'
S19	N 73°14'49"	E 174.72'
S20	N 38°23'26"	E 44.20'
S21	N 52°04'04"	W 123.89'
S22	N 11°29'25"	E 199.96'
S23	N 38°56'30"	E 60.55'
S24	S 01°15'09"	E 99.67'
S25	S 41°48'50"	E 116.74'
S26	S 52°04'04"	E 199.57'
S27	S 06°06'12"	E 151.91'
S28	S 17°52'29"	W 140.00'
S29	N 72°07'31"	W 140.66'
S30	N 14°50'42"	W 278.21'
S31	N 46°33'55"	E 113.31'
S32	N 77°21'11"	E 59.13'
S33	S 09°35'52"	E 154.09'

SCME LINE TABLE		
LINE	BEARING	DISTANCE
S34	S 08°15'58"	W 34.06'
S35	N 71°56'28"	E 22.31'
S36	N 08°15'58"	E 27.31'
S37	N 09°35'52"	W 58.29'
S38	N 77°21'11"	E 94.53'
S39	N 08°42'50"	W 68.68'
S40	N 02°53'15"	E 181.43'
S41	N 13°54'10"	E 90.35'
S42	N 72°07'31"	W 20.00'
S43	N 27°46'13"	W 140.00'
S44	N 56°29'26"	E 46.82'
S45	N 79°52'29"	E 99.42'
S46	N 16°33'06"	W 5.09'
S47	N 24°39'38"	E 22.72'
S48	N 52°30'39"	E 12.60'
S49	N 71°54'20"	E 7.69'
S50	N 55°26'25"	W 45.57'
S51	S 24°39'38"	W 45.57'
S52	N 79°52'29"	E 209.87'
S53	N 15°27'43"	W 19.94'
S54	N 64°29'14"	W 51.38'
S55	N 32°12'35"	E 16.46'
S56	N 87°18'05"	E 7.73'
S57	S 64°29'14"	E 51.77'
S58	N 15°27'43"	E 30.93'
S59	N 79°52'29"	E 182.57'
S60	N 10°07'31"	E 140.00'
S61	N 79°52'29"	W 355.46'



VICINITY MAP
(Not to Scale)



Land Surveying
Land Planning

SCM ACCESS AND MAINTENANCE EASEMENT
AT PROPERTY KNOWN AS
CAMPBELL FARMS, PHASE 1, MAP 1
PARCEL # 55384123970000, DB 12332 PG 138, PB 77 PG 18
CITY OF CONCORD, CABARRUS COUNTY, NC
OWNER: CAMPBELL FARMS CHARLOTTE LLC
SHEET 4 OF 6

PHOENIX LAND SURVEYING, INC

3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912

"I, MARK C. CARTER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF SCM ACCESS AND MAINTENANCE EASEMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

PRELIMINARY
NOT FOR SALES OR CONVEYANCES

PROFESSIONAL LAND SURVEYOR _____ DATE _____

LEGEND

- RF REBAR FOUND
- RS REBAR SET
- R/W RIGHT-OF-WAY
- SF SQUARE FEET
- MB MAP BOOK
- DB DEED BOOK
- PG PAGE
- SCM STORMWATER CONTROL MEASURE

NOTES

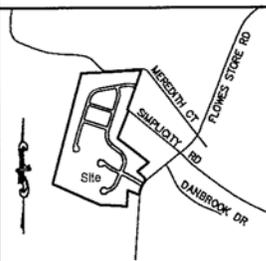
1. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY NOT SHOWN.
2. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY WAS ESTABLISHED FROM DB 12332 PG 138.
3. THE BOUNDARY LINE INFORMATION SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. PHOENIX LAND SURVEYING DID NO ADDITIONAL RESEARCH.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

R/W CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
RC1	61.09'	530.00'	6°36'13.67"	N 63°09'31"	W 61.05'	
RC2	47.12'	30.00'	89°59'59.83"	N 21°27'38"	W 42.43'	
RC3	336.60'	255.00'	75°36'26.11"	N 14°15'51"	W 312.61'	
RC4	250.25'	205.00'	69°56'33.52"	N 17°05'48"	W 235.00'	
RC5	124.62'	255.00'	28°00'00.00"	N 03°52'29"	E 123.38'	
RC6	47.12'	30.00'	89°59'59.97"	N 34°52'29"	E 42.43'	
RC7	104.45'	205.00'	29°11'35.26"	S 85°31'43"	E 103.32'	
RC8	129.93'	255.00'	29°11'35.25"	N 85°31'43"	W 128.53'	
RC9	78.53'	255.00'	17°38'42.09"	S 71°03'08"	W 78.22'	
RC10	197.41'	255.00'	44°21'17.92"	S 40°03'08"	W 192.51'	
RC11	54.20'	1025.00'	3°01'46.77"	S 16°21'36"	W 54.19'	
RC12	266.77'	60.00'	254°44'32.92"	N 67°28'26"	E 95.37'	
RC13	45.66'	35.00'	74°44'33.08"	N 22°31'34"	W 42.49'	
RC14	51.56'	975.00'	3°01'46.77"	N 16°21'36"	E 51.55'	
RC15	37.70'	24.00'	89°59'59.63"	N 62°52'29"	E 33.94'	
RC16	37.70'	24.00'	90°00'00.13"	S 27°06'29"	E 33.95'	
RC17	311.29'	255.00'	69°56'34.62"	S 17°05'48"	E 292.31'	
RC18	270.52'	205.00'	75°36'26.11"	S 14°15'51"	E 251.31'	
RC19	47.12'	30.00'	90°00'00.10"	S 68°32'22"	W 42.43'	
RC20	119.32'	475.00'	14°23'33.89"	N 59°15'51"	W 119.01'	
RC21	266.77'	60.00'	254°44'32.91"	S 00°33'39"	W 95.37'	
RC22	45.66'	35.00'	74°44'32.66"	S 89°26'21"	E 42.49'	
RC23	131.88'	525.00'	14°23'33.89"	S 59°15'51"	E 131.53'	
RC24	47.12'	30.00'	90°00'00.02"	S 21°27'38"	E 42.43'	
RC25	179.50'	205.00'	50°10'04.53"	S 48°37'24"	W 173.82'	
RC26	27.08'	25.00'	62°03'54.73"	N 75°15'36"	W 25.78'	
RC27	300.92'	60.00'	287°21'32.63"	S 07°54'25"	E 71.08'	
RC28	21.07'	25.00'	48°18'00.60"	N 52°33'48"	E 20.46'	
RC29	236.66'	255.00'	53°10'26.82"	N 50°07'35"	E 228.25'	
RC30	47.12'	30.00'	89°59'59.91"	N 68°32'22"	E 42.43'	
RC31	54.17'	470.00'	6°36'13.66"	S 63°09'31"	E 54.14'	
RC32	70.05'	540.53'	7°25'30.74"	N 29°54'18"	E 70.00'	
RC33	37.70'	24.00'	89°59'59.91"	N 62°52'29"	E 33.94'	
RC34	37.70'	24.00'	89°59'59.77"	N 27°07'31"	W 33.94'	
RC35	37.70'	24.00'	89°59'59.94"	S 62°52'29"	W 33.94'	
RC36	37.70'	24.00'	89°59'59.95"	S 27°07'31"	E 33.94'	
RC37	37.70'	24.00'	89°59'59.46"	N 62°52'29"	E 33.94'	
RC38	100.18'	205.00'	28°00'00.01"	N 03°52'29"	E 98.19'	
RC39	47.12'	30.00'	90°00'00.11"	N 55°07'31"	W 42.43'	
RC40	221.83'	205.00'	62°00'00.00"	S 48°52'29"	W 211.17'	
RC41	37.70'	24.00'	90°00'00.07"	S 27°07'31"	E 33.94'	

SCM CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
SC1	20.39'	60.00'	19°28'16.41"	S 86°22'03"	E 20.29'	
SC2	78.53'	255.00'	17°38'42.09"	S 71°03'08"	W 78.22'	

CURVE TABLE						
CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH	
C1	301.49'	540.41'	31°57'52.28"	S 26°09'03"	W 297.59'	



VICINITY MAP
(Not to Scale)

SCM ACCESS AND MAINTENANCE EASEMENT
AT PROPERTY KNOWN AS
CAMPBELL FARMS, PHASE 1, MAP 1
PARCEL # 55384123970000, DB 12332 PG 138, PB 77 PG 18
CITY OF CONCORD, CABARRUS COUNTY, NC
OWNER: CAMPBELL FARMS CHARLOTTE LLC
SHEET 5 OF 6



PHOENIX LAND SURVEYING, INC

3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912

STATE OF NORTH CAROLINA CABARRUS COUNTY

"I, MARK C. CARTER, CERTIFY THAT THIS PLAT WAS PREPARED UNDER MY SUPERVISION AND THAT THE PLAT WAS PREPARED FOR THE PURPOSE OF SCM ACCESS AND MAINTENANCE EASEMENT ONLY, AND IS NOT INTENDED TO BE A BOUNDARY SURVEY OF THE PROPERTY SHOWN.

PRELIMINARY
NOT FOR SALES OR CONVEYANCES

PROFESSIONAL LAND SURVEYOR _____ DATE _____

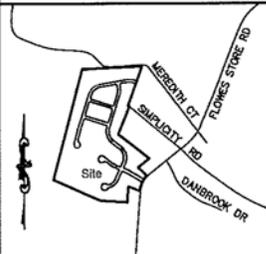
NOTES

1. THE PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHT OF WAY NOT SHOWN.
2. THE BOUNDARY INFORMATION SHOWN ON THIS SURVEY WAS ESTABLISHED FROM DB 12332 PG 138.
3. THE BOUNDARY LINE INFORMATION SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. PHOENIX LAND SURVEYING DID NO ADDITIONAL RESEARCH.

THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.

FLOOD NOTE:
NO PORTION OF THE SUBJECT PROPERTY SHOWN HEREON LIES WITHIN A SPECIAL FLOOD HAZARD AREA PER F.E.M.A. FLOOD INSURANCE RATE MAP, COMMUNITY PANEL 3710553800J, DATED: NOVEMBER 5, 2008.

TAG #	OWNERS	DEED BOOK & PAGE	PLAT BOOK & PAGE	PARCEL #
1	PINEY CHURCH LLC		61-32	55385208930000
2	WILLIAM DAVIS	12598-83	61-32	55385206020000
3	DAVID ROHM ASHLEY ROHM	12997-132	61-32	55384294960000
4	BRANDON SHEARER PAMELA SHEARER	10002-20	61-32	55384293460000
5	HOLLY KIMMEL	9996-189	61-32	55384292560000
7	REDELLA HEDRICK JAMIE HEDRICK	10865-91		55385426750000
8	DANNIE BURRIS	3492-114	8-15	55385111980000
9	RAYVON BURRIS MARY BURRIS	3146-222	8-15	55385111980000
10	ROBERT HELLE BILLIE HELLE	869-52	8-15	55385111020000
11	BESSIE ALEXANDER	263-227		55384096090000
12	CRYSTAL BLACKWELDER CHRIS BLACKWELDER	13303-145	2-20	55384062370000
13	LLOYD WATSON	9450-319		55373866440000
14	HAROLD BOST LINDA BOST	1640-229	16-7	55383093840000
15	EDWARD EMERY BONNIE EMERY	6138-186	16-7	55383064760000
16	EDWARD EMERY BONNIE EMERY	6138-188	16-7	55383045190000
17	TRAVIS HOWE KIMBERLY HOWE	5290-240	16-7	55383009320000
18	EDWARD EMERY BONNIE EMERY	5163-184	16-7	55383111290000
19	EDWARD EMERY BONNIE EMERY	5163-182	16-7	55383124070000
20	DONNA BRUNO	11156-304	16-7	55383139410000
21	RODNEY BAKER SHANNON BAKER	2790-137	16-7	55383243150000
22	JACOB WILSON EMILY WILSON	13512-103	16-7	55383255290000
23	KAREN BUMGARNER JOHN BUMGARNER	10667-268	16-7	55383278660000
24	PEGGY DIBLER	7577-123	44-75	55384209590000
25	ERIKA BEUSCHER	6054-4	44-75	55384219260000
26	NADINE CARTER	10168-305	44-75	55384229180000
27	NORVAL MICK MELBA MICK	8323-133	44-75	55384229620000
28	ST. ANDREWS PLACE HOA	8532-190	52-18	55385225980000



VICINITY MAP
(Not to Scale)

SCM ACCESS AND MAINTENANCE EASEMENT
AT PROPERTY KNOWN AS
CAMPBELL FARMS, PHASE 1, MAP 1
PARCEL # 55384123970000, DB 12332 PG 138, PB 77 PG 18
CITY OF CONCORD, CABARRUS COUNTY, NC
OWNER: CAMPBELL FARMS CHARLOTTE LLC
SHEET 6 OF 6



PHOENIX LAND SURVEYING, INC
3316 OLD MONROE ROAD
STALLINGS, NORTH CAROLINA 28104
PH: (704)-335-1655
EMAIL: INFO@PHOENIX-SURVEYING.COM
FIRM # C-3912

EXHIBIT B



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2020, by Ellenwood Charlotte, LLC, a Delaware limited liability company, whose principal address is 517 Alcove Rd., Suite 301, Mooresville, NC 28117 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____
_____.

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 10595 Ellenwood Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4670-63-8898. It being the land conveyed to Grantor by deed recorded in Book and Page 13563/257 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or

“SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A”** titled **“SCM Access & Maintenance Easement at Property Known as Ellenwood Park Subdivision (Sheets 1 thru 3)”** and labeled **“SCM Access and Maintenance Easement 38,862 SF (Sheet 1 of 3)”** and **“SCM Access and Maintenance Easement 31,077 SF (Sheet 1 of 3)”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easement is more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by Code Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agree to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easement are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easement shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantor in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor are financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NC DENR Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor are released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easement whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith,

to maintain same and make repairs or replacements to the SCM, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owners of the Property and areas subject to the SCM Easement, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easement and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG ____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2020 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor do covenant that Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free

from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM EASEMENTS AND ACCEPTED THE SCM EASEMENTS AT THEIR MEETING OF _____, 2020 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

Ellenwood Charlotte, LLC, a Delaware limited liability company

By: 
Name: Alan Scharsu, Manager

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Payne, City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

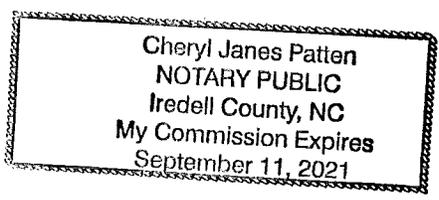
APPROVED AS TO FORM

VaLerie Koleczynski, City Attorney

STATE OF Iredell
COUNTY OF North Carolina

I, Cheryl Janes Patten, a Notary Public of the aforesaid County and State, do hereby certify that Alan Scharu personally appeared before me this day and acknowledged that he is the Manager of Ellenwood Charlotte, LLC, a Delaware limited liability company and that he as Manager being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 23rd day of March, 2020



Cheryl Janes Patten
Notary Public
My commission expires: 9/11/21

STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the _____ day of _____, 2020.

Notary Public _____
My commission expires: _____



MEMORADUM

DATE: Tuesday, March 10, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Pendleton Phase PH 2 MP 4
 PROJECT NUMBER: 2008-039
 DEVELOPER: Pendleton Bowman, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 61-73, 127-145
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 9, 2020
 ONE-YEAR WARRANTY DATE: Friday, April 9, 2021

Water Infrastructure	Quantity
8-inch in LF	1270.00
8-inch Valves	2
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1228.00
Manholes as EA	9



MEMORADUM

DATE: Thursday, March 19, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Birchwood Commons
 PROJECT NUMBER: 2015-015
 DEVELOPER: Redwood Acquisition, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Lot A, Lot B, Lot C
 INFRASTRUCTURE TYPE: Water only
 COUNCIL ACCEPTANCE DATE: Thursday, April 09, 2020
 ONE-YEAR WARRANTY DATE: Friday, April 09, 2021

Water Infrastructure	Quantity
4-inch in LF	54.00
4-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
-------------------------------	----------



MEMORADUM

DATE: Thursday, March 19, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Christenbury Outlot 5
 PROJECT NUMBER: 2018-057
 DEVELOPER: Ice Breaker Development, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Retail Site
 INFRASTRUCTURE TYPE: Water Only
 COUNCIL ACCEPTANCE DATE: Thursday, April 09, 2020
 ONE-YEAR WARRANTY DATE: Friday, April 09, 2021

Water Infrastructure	Quantity
6-inch in LF	30.00
6-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
-------------------------------	----------



MEMORADUM

DATE: Wednesday, March 18, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: The Wayforth at Concord
 PROJECT NUMBER: 2018-061
 DEVELOPER: Wayforth at Concord, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 13-44, 108-121 and 1 Car Garage Lot
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 09, 2020
 ONE-YEAR WARRANTY DATE: Friday, April 09, 2021

Water Infrastructure	Quantity
8-inch in LF	927.00
8-inch Valves	7
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	200.15
Manholes as EA	2



MEMORADUM

DATE: Tuesday, March 03, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Carvana aka Project Wavy
 PROJECT NUMBER: 2019-026
 DEVELOPER: Carvana, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site Plan
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 09, 2020
 ONE-YEAR WARRANTY DATE: Thursday, April 08, 2021

Water Infrastructure	Quantity
10-inch in LF	3.00
8-inch in LF	85.00
8-inch Valves	2
4-inch in LF	29.00
4-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	174.00
Manholes as EA	2



MEMORADUM

DATE: Tuesday, March 03, 2020
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Hunton Forest Subdivision Phase 2 PH 2 MP 5
 PROJECT NUMBER: 2016-047
 DEVELOPER: TAC Niblock, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 145-153, 157-167,211-222, 227-244
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 09, 2020
 ONE-YEAR WARRANTY DATE: Thursday, April 08, 2021

Water Infrastructure	Quantity
12-inch in LF	616.00
12-inch Valves	1
8-inch in LF	1279.00
8-inch Valves	3
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1489.41
Manholes as EA	5

ORDINANCE DIRECTING THE HOUSING CODE ENFORCEMENT OFFICER TO VACATE, CLOSE, DEMOLISH AND REMOVE THE PROPERTY HEREIN DESCRIBED AS UNFIT FOR HUMAN HABITATION AND DIRECTING THAT A NOTICE BE PLACED THEREON THAT THE SAME MAY NOT BE OCCUPIED UNTIL REPAIRED

WHEREAS, the City Council of the City of Concord finds that the property described herein is unfit for human habitation under the City Housing Code, and that all of the provisions of the Housing Code have not been complied with as a condition of the adoption of this ordinance; and

WHEREAS, said dwelling should be vacated, closed, demolished and removed to meet the requirements of the Housing Code as directed by the Housing Code Enforcement Officer, and should be placarded by placing thereon a notice prohibiting use for human habitation; and

WHEREAS, the owner of said dwelling has been given a reasonable opportunity to bring the dwelling up to the standards of the Housing Code in accordance with G.S. 160A-443 (5) pursuant to an order issued by the Housing Code Enforcement Officer on January 20, 2020 and the owner having failed to comply with the order;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, that:

Section 1. The Housing Code Enforcement Officer is hereby authorized and directed to place a sign containing the legend, "THIS BUILDING IS UNFIT FOR HUMAN HABITATION; THE USE OR OCCUPANCY OF THIS BUILDING FOR HUMAN HABITATION IS PROHIBITED AND UNLAWFUL." on the buildings owned by: Sheila, Louise Nance, Sandra Lynette Carmon, Teresa Lavette Nance Anderson, James Hayes Nance, Richard Bryant Nance, Glenn Allen Nance, Sandy Berlin Nance, County of Cabarrus, Andrew Phillips and Frederick Kruas (Guardian Ad Litem ad Terrance Culbertson) and located at the following address: 93 James St SW, Concord NC 28025-5233.

Section 2: The Housing Code Enforcement Officer is hereby authorized and directed to proceed to vacate, close, demolish and remove the above described dwelling in accordance with his order to the owner thereof dated the 9 day of April, and with the Housing Code and G.S. 160A-443.

Section 3: It shall be unlawful for any person to remove or cause to be removed said placard from any building to which it is affixed. It shall likewise be unlawful for any person to occupy or to permit the occupancy of any building herein declared to be unfit for human habitation.

Section 4: The total cost of demolition of the above described dwelling, in accordance with this order, shall constitute a lien against subject property.

Section 5: This ordinance shall become effective April 9, 2020.

Adopted this ____ day of _____, 2020.

CITY COUNCIL
CITY OF CONCORD, N.C.

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

93 James St. SW



FRONT



Back



Right



LEFT



FINANCE ROUTING SHEET

Date: 04/09/2020

Department: Police-Code Enforcement

Award Information

Awarded To: _____

Project Number: _____

Bid Amount: _____

Bid Number: _____

Table with 3 columns: Financial Information, Yes, No. Rows include questions about personnel, equipment, operating costs, and in-kind services.

Budgetary Impact

State/Federal Funds Required: _____

City Funds Required: To be determined by bidding. _____

Other Financial Resources: _____

In-Kind Services Required: _____

Budget Code: 4312-5303000 _____

Comments

Consider adopting an ordinance ordering the demolition of the structure located at 93 James St. SW. (PIN# 5620-85-2811) owned by: Sheila Louise Nance, Sandra Lynette Carmon, Teresa Lavette Nance Anderson, James Hayes Nance, Richard Bryant Nance, Glenn Allen Nance, Sandy Bertlin Nance, County of Cabarrus, Andrew Phillips and Frederick Kruas (Guardian Ad Litem ad Terrance Culbertson) Current Occupant/Tenant of 93 James St. Concord, NC 28025-5233

ORD. #

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4355100	Contributions	20,000	21,000	1,000
Total				1,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4340-5296000	EMS Medical Supplies	40,000	41,000	1,000
Total				1,000

Reason: To recognize a contribution from Cabarrus First Responder to assist with funding emergency management operations.

Adopted this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Approp. Fund Balance	5,342,535	5,347,535	5,000
	Total			5,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Mayor's Golf Tournament	6,750	11,750	5,000
	Total			5,000

Reason: To appropriate reserves from the Mayor's Golf Tournament to the Samuel Leder Scholarship.

Adopted this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4350400	Rental Income	5,800	10,800	5,000
Total				5,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5992000	Contingency	300,000	0	(300,000)
4190-5987000	Transfer to Capital Project	192,300	497,300	305,000
Total				5,000

Reason: To fund additional money needed for the Streetscape engineering contract and authorize use of the contingency funds.

Adopted this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The projects authorized are General Capital Projects for the Streetscape Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501100	From General Fund	2,264,020	2,569,020	305,000
430-4501100	From General Fund			
Total				305,000

SECTION 4. The following amounts are appropriated for the project:

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811272	Streetscape	200,000	505,000	305,000
8804-5811272				
Total				305,000

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The projects authorized are General Capital Projects for the Streetscape Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
Total				

SECTION 4. The following amounts are appropriated for the project:

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8800-5811275	Parking & Access Rd	494,648	0	(494,648)
8800-5811275				
8804-5811082	Future Reserve	115,369	610,017	494,648
8804-5811082				
Total				0

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Dorland Realignment

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized is the Union Street Sidewalk Project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>

SECTION 4. The following amounts are appropriated for the project:

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8600 - 5811073				
8600 - 5811073	Future Reserves	1,217,436	1,417,436	200,000
8600 - 5811069				
8600 - 5811069	Dorland Realignment	200,000	0	(200,000)
				<u>0</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT
Wastewater Projects-The Grounds Project**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

- SECTION 1. The projects authorized are the projects included for the The Grounds Projects.
- SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.
- SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
421-4343352				
421-4343352	Developer Contribution	74,788	3,074,788	3,000,000
421-4337200				
421-4337200	Cabarrus County Contribution	0	500,000	500,000
421-4402150				
421-4402150	System Development Fees	1,603,000	3,703,000	<u>2,100,000</u>
				<u>5,600,000</u>

SECTION 4. The following amounts are appropriated for the project:

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5801179				
8402-5801179	Grounds Sewer Ext. Phase I	0	1,600,000	1,600,000
8402-5801180				
8402-5801180	Grounds Sewer Ext Phase II	0	3,000,000	3,000,000
8402-5801181				
8402-5801181	Grounds Upsizing Sewer Lines	0	1,000,000	<u>1,000,000</u>
	Total			<u>5,600,000</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day April, 2020.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2019-2020

FINAL REPORT

February

Property Tax Receipts- Munis

2019 BUDGET YEAR	504,233.48
2018	7,525.14
2017	1,190.39
2016	540.36
2015	796.14
2014	56.66
2013	66.48
2012	18.19
2011	9.30
2010	10.63
Prior Years	117.47
Interest	16,778.30
Refunds	
	<u>531,342.54</u>

Vehicle Tax Receipts- County

2019 BUDGET YEAR	370,803.45
2018	
2017	
2016	
2015	
2014	
2013	
Prior Years	
Penalty & Interest	4,498.29
Refunds	
	<u>375,301.74</u>

Fire District Tax - County

2019 BUDGET YEAR	5,923.30
------------------	----------

Less: Collection Fee from County

Net Ad Valorem Collections	<u>912,567.58</u>
-----------------------------------	-------------------

423:Vehicle Tag Fee-Transportation Impr Fund	30,828.60
100:Vehicle Tag Fee	125,182.80
292:Vehicle Tag Fee-Transportation Fund	30,828.60
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>186,840.00</u>

Privilege License	
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>-</u>

Oakwood Cemetery current	1,750.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	525.00
Rutherford Cemetery endowment	-
West Concord Cemetery current	4,800.00
West Concord Cemetery endowment	600.00
Total Cemetery Collections	<u>7,675.00</u>

Total Collections	<u>\$ 1,107,082.58</u>
--------------------------	------------------------

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	7,718.29
Discovery Penalty	1,053.22
Total Amount Invoiced - Monthly	<u>8,771.51</u>
Total Amount Invoiced - YTD	51,572,793.35

Current Year	
Less Abatements (Releases)	
Real	7,153.48
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>7,153.48</u>

Adjusted Amount Invoiced - monthly	1,618.03
Adjusted Amount Invoiced - YTD	51,474,382.24

Current Levy Collected	504,233.48
Levy Collected from previous years	10,330.76
Penalties & Interest Collected	16,778.30
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>531,342.54</u>
Total Collected - YTD	51,231,331.64

Total Collected - net current levy -YTD 50,947,342.40

Percentage of Collected -current levy 98.98%

Amount Uncollected - current year levy 527,039.84

Percentage of Uncollected - current levy 1.02%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of February 2020

RELEASES		
CITY OF CONCORD	\$	7,153.48
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	72.34
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2010	0	12,689	12,689	0.0042	53.29	5.33	
2011	0	11,846	11,846	0.0042	49.75	4.98	
2015	0	153,138	153,138	0.0048	735.06	392.19	
2016	0	220,130	220,130	0.0048	1,056.62	446.31	
2017	0	250,268	250,268	0.0048	1,201.28	383.14	
2018	0	413,085	413,085	0.0048	1,982.82	485.23	
2019	0	1,607,978	1,607,978	0.0048	7,718.29	1,053.22	
2020	0	1,690,250	1,690,250	0.0048	8,113.20	0.00	
Total	0	4,359,384	4,359,384		\$ 20,910.32	\$ 2,770.40	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By C U S I P / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 2/29/2020

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BANCO SANTANDER SA 0 8/12/2020	05970RHC2	5,000,000.00	4,950,622.20	08/12/2020	1.778	1.37	N/A	99.012444	165
CP CHESHAM 0 10/22/2020	16536HKN0	5,000,000.00	4,939,206.94	10/22/2020	1.711	1.37	N/A	98.784139	236
CP CHESHAM 0 6/16/2020	16536HFG1	5,000,000.00	4,952,730.55	06/16/2020	1.888	1.38	N/A	99.054611	108
CP CREDIT AGRICOLE 0 5/20/2020	22533TEL6	5,000,000.00	4,960,644.44	05/20/2020	1.774	1.38	N/A	99.212889	81
CP CREDIT SUISSE AG 0 5/7/2020	2254EAE74	5,000,000.00	4,952,990.28	05/07/2020	1.888	1.38	N/A	99.059806	68
CP MALAYAN BANK 0 5/22/2020	56108JEN7	5,000,000.00	4,948,561.11	05/22/2020	1.900	1.37	N/A	98.971222	83
CP NATIXIS 0 4/8/2020	63873JD80	5,000,000.00	4,951,481.94	04/08/2020	1.949	1.37	N/A	99.029639	39
CP PRUDENTIAL PLC 0 10/26/2020	7443M2KS4	5,000,000.00	4,952,272.22	10/26/2020	1.434	1.38	N/A	99.045444	240
CP SANTANDER UK PLC 0 3/19/2020	80285PCK6	5,000,000.00	4,946,812.50	03/19/2020	2.092	1.37	N/A	98.93625	19
CP TOYOTA MOTOR CREDIT 0 7/23/2020	89233GGP5	5,000,000.00	4,943,729.15	07/23/2020	1.871	1.37	N/A	98.874583	145
CPMUFGBANKLTD/NY 0 3/6/2020	62479LC60	5,000,000.00	4,952,351.39	03/06/2020	2.050	1.38	N/A	99.047028	6
CPMUFGBANKLTD/NY 0 8/21/2020	62479LHM0	5,000,000.00	4,947,075.00	08/21/2020	1.759	1.37	N/A	98.9415	174
Sub Total / Average Commercial Paper		60,000,000.00	59,398,477.72		1.841	16.49		98.99757	114
FFCB Bond									
FFCB 1.62 9/11/2020-18	3133EHWS8	5,000,000.00	5,000,000.00	09/11/2020	1.620	1.39	N/A	100	195
FFCB 1.625 7/6/2020-18	3133EHQJ5	5,000,000.00	5,000,000.00	07/06/2020	1.625	1.39	N/A	100	128
FFCB 1.69 2/12/2024-21	3133ELMJ0	5,000,000.00	4,999,500.00	02/12/2024	1.693	1.39	N/A	99.99	1,444
FFCB 1.7 9/27/2022-21	3133EKS31	5,000,000.00	5,000,000.00	09/27/2022	1.700	1.39	N/A	100	941
FFCB 1.71 11/25/2022-20	3133ELAU8	5,000,000.00	5,000,000.00	11/25/2022	1.710	1.39	N/A	100	1,000
FFCB 1.71 5/26/2022-20	3133ELAW4	5,000,000.00	5,000,000.00	05/26/2022	1.710	1.39	N/A	100	817
FFCB 1.87 6/19/2023-20	3133ELEV2	5,000,000.00	5,000,000.00	06/19/2023	1.870	1.39	N/A	100	1,206
FFCB 1.89 9/27/2024-21	3133EKU20	5,000,000.00	5,000,000.00	09/27/2024	1.890	1.39	N/A	100	1,672
FFCB 1.93 10/30/2023-20	3133EK4A1	5,000,000.00	5,000,000.00	10/30/2023	1.930	1.39	N/A	100	1,339
FFCB 2.09 7/1/2022-20	3133EKTA4	5,000,000.00	5,000,000.00	07/01/2022	2.090	1.39	N/A	100	853
FFCB 2.11 7/22/2022-20	3133EKVP8	5,000,000.00	5,000,000.00	07/22/2022	2.110	1.39	N/A	100	874
FFCB 2.14 9/4/2026-20	3133EKL53	5,000,000.00	5,000,000.00	09/04/2026	2.140	1.39	N/A	100	2,379
FFCB 2.2 7/24/2023-20	3133EKWZ5	5,000,000.00	5,000,000.00	07/24/2023	2.200	1.39	N/A	100	1,241

FFCB 2.23 7/8/2024-20	3133EKT3	5,000,000.00	5,000,000.00	07/08/2024	2.230	1.39	N/A	100	1,591
FFCB 2.36 6/17/2024-20	3133EKQW9	5,000,000.00	4,998,750.00	06/17/2024	2.365	1.39	N/A	99.975	1,570
Sub Total / Average FFCB Bond		75,000,000.00	74,998,250.00		1.926	20.82		99.997667	1,150
FHLB Bond									
FHLB 1.125 7/14/2021	3130A8QS5	740,000.00	708,002.40	07/14/2021	2.621	0.20	N/A	95.676	501
FHLB 1.375 2/18/2021	3130A7CV5	600,000.00	582,384.00	02/18/2021	2.383	0.16	N/A	97.064	355
FHLB 1.73 6/30/2022-20	3130AHSG9	5,000,000.00	5,000,000.00	06/30/2022	1.730	1.39	N/A	100	852
FHLB 1.77 7/22/2024-21	3130AHWG4	5,000,000.00	5,000,000.00	07/22/2024	1.770	1.39	N/A	100	1,605
FHLB 1.77 8/28/2024-20	3130AJA90	5,000,000.00	5,000,000.00	08/28/2024	1.770	1.39	N/A	100	1,642
FHLB 1.8 4/28/2022-20	3130AHEG4	5,000,000.00	5,000,000.00	04/28/2022	1.800	1.39	N/A	100	789
FHLB 1.85 7/6/2023-20	3130AHUA9	5,000,000.00	5,000,000.00	07/06/2023	1.850	1.39	N/A	100	1,223
FHLB 1.875 10/28/2024-21	3130AHUU5	5,000,000.00	5,000,000.00	10/28/2024	1.875	1.39	N/A	100	1,703
FHLB 1.875 11/29/2021	3130AABG2	875,000.00	853,965.00	11/29/2021	2.721	0.24	N/A	97.596	639
FHLB 1.9 11/27/2020-18	3130ACTU8	5,000,000.00	4,995,000.00	11/27/2020	1.935	1.39	N/A	99.9	272
FHLB 1.92 8/28/2024-20	3130AGXN0	5,000,000.00	5,000,000.00	08/28/2024	1.920	1.39	N/A	100	1,642
FHLB 1.97 9/11/2024-20	3130AH2B8	5,000,000.00	4,980,000.00	09/11/2024	2.055	1.38	N/A	99.6	1,656
FHLB 2 9/26/2022-20	3130AH5RO	5,000,000.00	5,000,000.00	09/26/2022	2.000	1.39	N/A	100	940
FHLB 2.13 11/8/2024-20	3130AHGT4	3,000,000.00	3,000,000.00	11/08/2024	2.130	0.83	N/A	100	1,714
FHLB 2.16 7/13/2026-20	3130AHUT8	5,000,000.00	5,000,000.00	07/13/2026	2.160	1.39	N/A	100	2,326
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/01/2029	2.320	1.39	N/A	100	3,533
FHLB 3 10/12/2021	3130AF5B9	880,000.00	905,660.34	10/12/2021	1.634	0.25	N/A	102.915948	591
Sub Total / Average FHLB Bond		66,095,000.00	66,025,011.74		1.958	18.33		99.898904	1,479
FHLMC Bond									
FHLMC 1.6 9/28/2020-18	3134GBF64	5,000,000.00	5,000,000.00	09/28/2020	1.600	1.39	N/A	100	212
FHLMC 1.71 11/4/2022-20	3134GU4G2	5,000,000.00	4,998,750.00	11/04/2022	1.720	1.39	N/A	99.975	979
FHLMC 1.73 5/27/2022-20	3134GUV2	5,000,000.00	5,000,000.00	05/27/2022	1.730	1.39	N/A	100	818
FHLMC 1.75 2/25/2022-20	3134GUUY4	5,000,000.00	5,000,000.00	02/25/2022	1.750	1.39	N/A	100	727
FHLMC 1.75 6/23/2022-20	3134GUZY9	5,000,000.00	5,000,000.00	06/23/2022	1.750	1.39	N/A	100	845
FHLMC 1.75 8/25/2022-20	3134GUTK6	5,000,000.00	5,000,000.00	08/25/2022	1.750	1.39	N/A	100	908
FHLMC 1.86 10/21/2022-20	3134GUKY5	5,000,000.00	5,000,000.00	10/21/2022	1.860	1.39	N/A	100	965
FHLMC 1.875 3/28/2024-21	3134GUEN6	5,000,000.00	5,000,000.00	03/28/2024	1.875	1.39	N/A	100	1,489
FHLMC 1.9 10/17/2022-20	3134GUGN4	5,000,000.00	5,000,000.00	10/17/2022	1.900	1.39	N/A	100	961
FHLMC 1.9 6/30/2023-20	3134GUK58	5,000,000.00	5,000,000.00	06/30/2023	1.900	1.39	N/A	100	1,217
FHLMC 2.125 11/8/2024-20	3134GUNZ9	2,000,000.00	2,000,000.00	11/08/2024	2.125	0.56	N/A	100	1,714
FHLMC 2.25 11/24/2020-18	3134GBX56	5,000,000.00	5,014,000.00	11/24/2020	2.151	1.39	N/A	100.28	269
FHLMC 2.375 1/13/2022	3137EADB2	2,175,000.00	2,166,191.35	01/13/2022	2.520	0.60	N/A	99.595007	684
FHLMC 2.375 2/16/2021	3137EAE19	1,000,000.00	998,264.53	02/16/2021	2.436	0.28	N/A	99.826453	353
FHLMC 2.55 3/3/2023-20	3134GTQZ9	5,000,000.00	5,000,000.00	03/03/2023	2.550	1.39	N/A	100	1,098

FHLMC 2.575 3/25/2022-20	3134GS7L3	3,500,000.00	3,500,000.00	03/25/2022	2.575	0.97	N/A	100	755
FHLMC Step 6/29/2021-16	3134G9B30	5,000,000.00	5,000,000.00	06/29/2021	1.412	1.39	N/A	100	486
Sub Total / Average FHLMC Bond		73,675,000.00	73,677,205.88		1.913	20.46		100.0031	852
FNMA Bond									
FNMA 1.25 5/6/2021	3135G0K69	625,000.00	600,577.41	05/06/2021	2.610	0.17	N/A	96.092386	432
FNMA 1.25 8/17/2021	3135G0N82	2,020,000.00	1,934,922.38	08/17/2021	2.733	0.54	N/A	95.788318	535
FNMA 1.375 10/7/2021	3135G0Q89	2,675,000.00	2,556,023.37	10/07/2021	2.961	0.71	N/A	95.552298	586
FNMA 1.375 2/26/2021	3135G0J20	1,520,000.00	1,473,060.79	02/26/2021	2.516	0.41	N/A	96.912156	363
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	09/06/2022	1.568	0.08	N/A	99.499	920
FNMA 1.5 6/22/2020	3135G0D75	1,425,000.00	1,419,032.29	06/22/2020	1.662	0.39	N/A	99.581341	114
FNMA 1.55 8/24/2021-17	3136G3X83	5,000,000.00	5,000,000.00	08/24/2021	1.550	1.39	N/A	100	542
FNMA 1.75 1/30/2023-20	3135G0X73	5,000,000.00	5,000,000.00	01/30/2023	1.750	1.39	N/A	100	1,066
FNMA 1.75 2/14/2024-20	3135G0Y31	5,000,000.00	5,000,000.00	02/14/2024	1.750	1.39	N/A	100	1,446
FNMA 1.8 10/28/2022-20	3135G0W74	5,000,000.00	5,000,000.00	10/28/2022	1.800	1.39	N/A	100	972
FNMA 1.83 11/23/2024-20	3136G4UF8	5,000,000.00	5,000,000.00	11/23/2024	1.830	1.39	N/A	100	1,729
FNMA 1.875 12/28/2020	3135G0H55	940,000.00	934,051.66	12/28/2020	2.095	0.26	N/A	99.367198	303
FNMA 1.875 4/5/2022	3135G0T45	2,005,000.00	1,989,331.01	04/05/2022	2.147	0.55	N/A	99.223064	766
FNMA 1.9 2/18/2025-20	3135G0Y23	5,000,000.00	5,000,000.00	02/18/2025	1.900	1.39	N/A	100	1,816
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/05/2022	1.511	1.07	N/A	101.379763	949
FNMA 2 9/28/2020-18	3136G4PH0	5,000,000.00	5,000,000.00	09/28/2020	2.000	1.39	N/A	100	212
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	04/12/2022	1.871	0.27	N/A	101.014	773
FNMA 2.375 1/19/2023	3135G0T94	770,000.00	790,542.01	01/19/2023	1.448	0.22	N/A	102.667794	1,055
Sub Total / Average FNMA Bond		52,045,000.00	51,823,254.67		1.908	14.39		99.597118	960
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	58,876.68	58,876.68	N/A	1.450	0.02	N/A	100	1
NCCMT LGIP	NCCMT135	10,622,370.47	10,622,370.47	N/A	1.600	2.95	N/A	100	1
NCCMT LGIP	NCCMT481	18,263,866.11	18,263,866.11	N/A	1.450	5.07	N/A	100	1
NCCMT LGIP	NCCMT271	77,133.33	77,133.33	N/A	1.450	0.02	N/A	100	1
Sub Total / Average Local Government Investment Pool		29,022,246.59	29,022,246.59		1.505	8.06		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	5,208,165.63	5,208,165.63	N/A	1.310	1.45	N/A	100	1
Sub Total / Average Money Market		5,208,165.63	5,208,165.63		1.310	1.45		100	1
Total / Average		361,045,412.22	360,152,612.23		1.870	100		99.758317	842