

STATE OF NORTH CAROLINA
COUNTY OF UNION

**AMENDMENT 2 TO AMENDMENT 1 TO WATER AND WASTEWATER
AGREEMENT**

This Amendment, made and entered into as of the _____ day of _____, 2026, by and between UNION COUNTY, a political subdivision of the State of North Carolina, hereinafter referred to as “Union,” and the CITY OF MONROE, a municipal corporation of the State of North Carolina, hereinafter referred to as “Monroe,” shall modify as indicated that Water and Wastewater Agreement between the parties dated December 5, 2005, as amended by Amendment 1 to Water and Wastewater Agreement on August 8, 2019, and Amendment to Amendment 1 to Water and Wastewater Agreement on August 12, 2025, hereinafter referred to as the “Agreement.”

WITNESSETH:

WHEREAS, Union and Monroe made and entered into an agreement in 2005 for the provision of water supply and wastewater treatment services between the parties; and

WHEREAS; Section 3.8 of said Agreement recognizes that there may be future capital improvements to Monroe’s WWTP, conveyance, and disposal facilities not related to increased allocated capacity, the cost for which Union would be responsible to the extent of its proportional share based upon its Allocated Capacity; and

WHEREAS, Section 3.6 of said Agreement provides that Union shall pay on a monthly basis for such improvements needed to maintain allocated capacities to Union (based on its proportional share), but that payments made lump sum by Union to Monroe and shown in Exhibit 3 shall not be included in the monthly fixed charges; and

WHEREAS, Monroe has made and financed such improvements; and

WHEREAS, Union and Monroe desire to update Exhibit 3 attached to the Agreement to reflect such additional improvements, including those improvements which Union will pay its share of such improvement costs through a single, lump sum payment.

NOW, THEREFORE, in consideration of the parties’ continuing obligations under the Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do each contract and agree with the other as follows:

1. Delete the Exhibit 3 attached to the Agreement, and replace it with the new Exhibit 3 attached hereto and incorporated herein by reference. Said new Exhibit 3 adds in the category of "Schedule of improvements for which single, lump sum payments are made" Project 5 and Project 6. Project 5 is described as WWTP Improvements, Chlorine Contact Chamber Coating, Clarifier 1 Rehabilitation and Clarifier 2 Rehabilitation which includes engineering services and construction costs. Project 6 is described as WWTP Improvements Clarifier 3 & 4 Rehabilitation, Lime Tank and Pump Replacement, Digester #2 Rehabilitation, SO2 Building Crane/Trolley, and WWTP Solids Handling Facility which includes engineering services and construction costs. Additionally, Exhibit 3 reflects the cost allocation to Union for the lump sum payment by Union of Capital Costs Not Related to Increased Capacity.

IN WITNESS WHEREOF the parties hereto, acting under authority of their respective governing bodies, have caused this amendment to be duly executed in duplicate counterparts, each of which shall constitute an original, this the day and year first above written.

Attest:

CITY OF MONROE

City Clerk
(Seal)

By: _____
City Manager

Date:_____

Attest:

UNION COUNTY

Clerk to the Board
(Seal)

By: _____
County Manager

Date:_____