

**Wholesale Sewer Sales Agreement  
Between Landis and Kannapolis**

This Agreement (the "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Town of Landis (hereinafter referred to as "Landis"), and the City of Kannapolis (hereinafter referred to as "Kannapolis") sometimes hereinafter collectively referred to as the "Parties" pursuant to the provisions of North Carolina General Statute Sections 160A-318 and 160A-461.

**WITNESSETH**

WHEREAS, Kannapolis operates and maintains a municipal sewer collections system which includes but is not limited to sewer pump stations and collection lines, and

WHEREAS, Landis operates and maintains a municipal sewer collections system which includes but is not limited to a sewer pump stations and collection lines; and

WHEREAS, Landis desires to purchase and Kannapolis desires to sell wastewater treatment capacity for municipal purposes in accordance with the terms, conditions and provisions of this Agreement; and

WHEREAS, Kannapolis has sufficient capacity to transport and treat wastewater to serve the needs of Landis as specifically provided in this Agreement only; and

WHEREAS, existing sanitary sewer connections are currently in place and planned connections to be in place as part of the Irish Creek Kannapolis Lake Development and between the Parties.

NOW, THEREFORE, in consideration of the premises, covenants and agreements contained in this Agreement, the Parties agree as follows:

1. Purpose. The purpose of this Agreement is to provide terms for the sale of wastewater treatment capacity by Kannapolis to Landis.
2. Duration of Agreement. The term of this Agreement is ten (10) years from and after execution by both parties unless terminated as herein provided. The Agreement commences on the date \_\_\_\_\_. The Anniversary Date is twelve months thereafter.

3. Wastewater Treatment Charge. The rate for the sale of each 1,000 gallons of wastewater from Landis to Kannapolis shall be as follows which includes all operations, maintenance, transmission, and treatment costs (the "Costs") to supply water to Landis:

Year 1 - \$4.42	Year 6 - \$5.12
Year 2 - \$4.55	Year 7 - \$5.27
Year 3 - \$4.69	Year 8 - \$5.43
Year 4 - \$4.83	Year 9 - \$5.59
Year 5 - \$4.97	Year 10 - \$5.75

4. Quantity of Wastewater. Kannapolis will supply daily wastewater treatment up to Twenty Thousand (20,000 gallons per day) as may be required by Landis. Landis will be charged only for wastewater conveyed as measured by meter(s).
5. Operation and Maintenance. Landis shall be responsible for the maintenance of the system interconnections with Kannapolis including but not limited to quarterly meter recalibration and replacements as deemed necessary by Kannapolis, pump maintenance, repair, replacement, valve maintenance, line cleaning, and all other related general maintenance to the Landis wastewater collection system, metering flume locations and interconnections. Landis will notify Kannapolis in advance and receive written authorization from the City Manager or his designee prior to altering the present configuration of the system interconnections.

Landis shall seek approval from Kannapolis and NCDEQ and construct a metering system for the existing Irish Creek Development that discharges wastewater to the existing Kannapolis Golf Course Sewer Lift Station within 18 months. This metering system shall then adhere to all operations and maintenance requirements.

6. Development Fees. All applicable Water and Sewer Authority of Cabarrus County (WSACC) development fees shall be paid to Kannapolis for any and all connections made to the Landis Sewer System in which the wastewater is discharged to the Rocky River Basin for treatment. Payments shall be submitted to Kannapolis prior to building permits being issued by Rowan County. Landis shall pay Kannapolis the development fees charged by WSACC, and Kannapolis shall submit payments to WSACC.
7. Termination. This Agreement may be terminated by either party upon 90 days advance written notice to the other party.
8. Amendments. This Agreement may be amended only by consent of both Parties in writing.

IN WITNESS WHEREOF, Kannapolis and Landis have executed this Agreement the day and year first above written.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

CITY OF KANNAPOLIS

BY:

\_\_\_\_\_  
Milton D. Hinnant, Mayor

ATTEST:

\_\_\_\_\_  
Bridgette Bell, MMC, NCCMC  
City Clerk

TOWN OF LANDIS

BY:

\_\_\_\_\_  
Meredith Smith, Mayor

ATTEST:

\_\_\_\_\_  
Madison Stegall, Town Clerk