

AGENDA - MEETING
GREENE COUNTY BOARD OF COUNTY COMMISSIONERS
7:00 PM – THE TECH CENTER Monday, September 19, 2016

- A. CALL TO ORDER**
Invocation/Pledge to the Flag

- B. APPROVAL OF AGENDA**

- C. CONSENT AGENDA**
 - 1. September 6, 2016 Regular Meeting Minutes
 - 2. Releases/Refunds
 - 3. Consideration of Late Application(s) for Elderly or Disabled Exclusion
 - 4. Report of Taxes Collected

- D. PUBLIC COMMENTS**

- E. COUNTY MANAGER'S REPORT**
 - 1. 4-H Proclamation for 4-H Week
 - 2. 4-H Greene County Clean Sweep Day Resolution
 - 3. GUC Water Purchase Agreement
 - 4. FY16 Budget Amendment

- F. COUNTY ATTORNEY REPORT AND RECOMMENDATIONS**

- G. COMMISSIONER'S REPORT AND RECOMMENDATION**

- H. ADJOURN**

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

C
County Manager
Kyle DeHaven

Finance Officer
Landon Price



GREENE COUNTY

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From: Kyle J. DeHaven, County Manager

Re: Consent Agenda

Date: September 19, 2016

The Consent Agenda for the September 6, 2016 meeting consists of the following items:

- 1.) September 6, 2016 Regular Meeting Minutes
- 2.) Releases/Refunds
- 3.) Consideration of Late Applications for Elderly or Disabled Exclusion
- 4.) Report of Taxes Collected

Action Recommended:

Motion to accept the Consent Agenda

Board Action is Needed

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Greene County is an equal opportunity provider, employer and lender.

To file a complaint of discrimination write USDA, Director, Office of Civil Rights, 1400 Independence Ave., SW, Washington, DC 20250-9410 or call (800) 795-3272 or (202) 720-6382 (TDD)

NORTH CAROLINA
COUNTY OF GREENE

The Greene County Board of Commissioners met in regular session on Tuesday, September 6, 2016 at 7:00 pm in the Tech Center. Present for the meeting: Chairman Brad Fields, Vice Chairman Susan Blizzard, Commissioners Jerry Jones, James T. Shackelford, Jr. and Bennie Heath, County Manager Kyle DeHaven, County Attorney Borden Parker and Deputy Clerk Kathy Mooring.

A. Call to Order

Chairman Brad Fields called the meeting to order and asked Commissioner Heath to give the Invocation and lead the Pledge of Allegiance.

Commissioner Heath gave the Invocation and led the Pledge of Allegiance.

B. Approval of the Agenda

Chairman Fields asked for a motion to approve the agenda.

On motion by Commissioner Heath to add F5 Budget Amendment and to add a Closed Session for Attorney Client Privilege was seconded by Commissioner Jones, the Board voted unanimously to approve the agenda with the addition of F5 (Budget Amendment) and a Closed Session for Attorney Client Privilege.

C. Consent Agenda

Chairman Fields asked for a motion to approve the Consent Agenda, which consisted of:

- August 15, 2016 Regular Meeting Minutes
- Releases/Refunds
- Consideration of Late Applications for Elderly or Disabled Exclusion and Disabled Veteran Exclusion

Refunds (NCVTS) (TAX & TAG)

John Tyler Cogdell	\$7.13	Christopher Johnson Sugg	\$106.29	Valencia Starkey Gray	\$73.72
Julie Ann Harper	\$39.50	Cecil Staton Everette	\$31.45		

Releases: Ad Valorem Tax

Robert Hayes	\$42.00	Gregory Alexander Baggett	\$42.00	Fred Brann	\$42.00
Jean Edwards Ham	\$42.00	Janice Hill Cole	\$42.00	Melvin D (Dickie) Hill	\$42.00
Mary Beth Smith	\$42.00	Hardy Jernigan	\$42.00	Faye Elmore	\$42.00
Bradley Ray Harper	\$42.00				

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve the Consent Agenda.

D. PUBLIC COMMENTS

1. Trey Cash, ABC Board. Mr. Cash came to state that the ABC Board is looking to build a new ABC Store/warehouse/office in the empty lot between Kings Restaurant and ACE Hardware. They would close and sell the other two ABC Stores. Commissioner Heath stated that this is the ABC Board and the state and that the County is not involved in any way.

2. Sharon Ginn, Greene County Museum. Ms. Ginn came forward on behalf of the Greene County Museum to state that there is a new exhibit called History Rehooked. It is a display by two area residents of hooked rugs, wall hangings, pillows, etc. This exhibit runs thru October.

E. PRESENTATIONS

1. Shelby Hubbard, 4-H. Report on NCACC Youth Summit. Ms. Hubbard went over her trip to the youth summit representing Greene County. She thanked the board for sending her.

2. Melissa Reese, Eastpointe. Ms. Reese presented a Proclamation for Recovery Month 2016.

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to approve the Recovery Month 2016 Proclamation.

3. Sharon Harrison, Senior Center. Ms. Harrison presented an activity update for the center. Ms. Harrison and three of her senior's performed a Tai-Chi demonstration.

4. Sharon Harrison, Senior Center. Ms. Harrison then presented a Proclamation declaring September as National Senior Center Month in Greene County.

On motion by Commissioner Jones and seconded by Commissioner Blizzard the Board voted unanimously to approve the National Senior Center Month Proclamation.

5. Sheriff Lemmie Smith, Staffing Issues. Sheriff Smith presented his staffing issues. He is asking to be budgeted to hire 2 additional deputies. He stated that the additional deputies would be used as court officers, transport officers, etc. He said the addition of these officers would be utilized to the fullest. He had plenty to keep them busy.

The Board advised that they will look into this situation and will get back to him.

F. COUNTY MANAGER'S REPORT

Chairman Fields turned the meeting over to the County Manager.

County Manager DeHaven's first order of business was to present the 811 Membership Agreement. This agreement is no longer optional. The membership agreement will be law effective October 1, 2016. Costs associated with this agreement are \$.80 per ticket transmission, or a minimum of \$25.00 per month. We are paying them to notify us that someone will be digging in our area to protect our underground assets. The cost to join is \$300 per year.

On motion by Commissioner Jones and second by Commissioner Heath the Board voted unanimously to approve this 811 Membership Agreement.

Mr. DeHaven next presented the EMS Contract for this year. Mr. DeHaven stated that all changes to the contract have been agreed upon by the Volunteer EMS Departments.

On motion by Commissioner Blizzard and seconded by Commissioner Shackelford the Board voted unanimously to approve this EMS Contract.

Mr. DeHaven then presented a Resolution to approve the 2012 Fire Code Updates. Literature approving these updates could not be identified in the minutes. This resolution covers that update and also blanket covers any updates brought in the future.

On motion by Commissioner Jones and seconded by Commissioner Shackelford the Board voted unanimously to approve this resolution.

Mr. DeHaven then presented two indirect cost contracts for professional consulting services. The county had been utilizing the services provided by Maximus Consulting Services, due to cost effectiveness. Mr. DeHaven stated he recently has been talking with MGT of America Consulting LLC and they agreed to match the cost quoted by Maximus, if we'd agree to a three year contract.

Mr. DeHaven noted that a relationship with Ms. Dianne Mazo of MGT as she does the direct cost report for our EMS department.

On motion by Commissioner Heath and seconded by Commissioner Jones the Board voted unanimously to approve the contract with MGT of America Consulting LLC.

Mr. DeHaven then presented a Budget Amendment to move money to purchase Mobile Compaction Equipment for the Solid Waste Department. A grant from the State will fund this purchase.

On motion by Commissioner Jones and seconded by Commissioner Heath, the Board voted unanimously to approve this budget amendment.

G. County Attorneys Report and Recommendations

Mr. Parker stated he is working with Mr. DeHaven on a few things.

H. Commissioner's Report and Recommendations

Commissioner Blizzard advised that September is Pediatric Cancer Awareness Month and asked everyone try to support this worthy cause and show your support by displaying a gold bow.

Commissioner Jones asked that the mosquito man come to the next meeting to give an update.

I. Closed Session – Attorney Client Privilege

On motion by Commissioner Jones and seconded by Commissioner Heath the Board voted unanimously to go into Closed Session.

On motion by Commissioner Blizzard and seconded by Commissioner Heath the Board voted unanimously to adjourn closed session.

J. Adjournment

On motion by Commissioner Jones and seconded by Commissioner Heath the Board voted unanimously to adjourn the meeting.

Brad Fields, Chairman

Attest:

Kyle J. DeHaven, Clerk to the Board

Refunds	NCVTS	"TAX & TAG"											
DATE:		9/19/2016											
Taxpayer	Tax-year rate year	Date paid to DMV	Tag	Assessed value	Assessed value to be refunded	Fire District	Sticker Fee	Refund amount G01	Refund amount Fire District	Refund amount Sticker fee	Refund Interest	Total Refund	Reason
Soledad Vallejo Nichols, 923 Tyson Chapel Church Rd, Farmville, NC 27828	2015	1/29/2016	CER2011	\$ 12,430.00		F10		\$ 40.71	\$ 4.72			\$ 45.43	Vehicle traded 5/19/16; tag surr. 8/26/16. Refund 5 mths. SCW
Mavis B. Turnage Estate, c/o Frances T Burnn, 101 Bayleaf Dr, Goldsboro, NC 27534	2015	3/1/2016	PXM4308	\$ 3,170.00		F05		\$ 18.69	\$ 2.01			\$ 20.70	Vehicle sold & tag surr. 6/17/16. refund 9 mths. SCW
Albert Ray Hinson Estate, c/o Dorothy Hinson, 86 Mt Herman Church Rd, Snow Hill, NC 28580	2015	08/26/16	WZK3369	\$1,520.00		F03		\$ 11.95	\$ 1.24			\$ 13.19	Vehicle sold 8/26/16; tag surr. 9/2/16. Refund 12 mths. SCW
William David Wilkins, 1380 Hwy 58 S, Snow Hill, NC 28580	2015	7/25/2016	NZB2839	\$ 8,290.00		F07		\$ 54.30	\$ 5.67			\$ 59.97	Vehicle sold 9/2/16; tag surr. 9/6/16. Refund 10 mths. SCW
Shelly Amanda Sutton, 660 Burrellfield Rd, Snow Hill, NC 28580	2016	9/1/2016	DJF7772	\$ 2,790.00		F05		\$ 20.10	\$ 2.16			\$ 22.26	Vehicle sold 9/3/16; tag surr. 9/6/16. Refund 11 mths. SCW
Brandon Harold Harper, 1635 Hwy 13 S, Snow Hill, NC 28580	2015	4/14/2016	BJL1991	\$ 35,540.00		F07		\$ 139.67	\$ 14.57			\$ 154.24	Vehicle traded 8/13/16; tag surr. 9/8/16. Refund 6 mths. SCW
Teresa Gowen Andreason, 185 Dock-Cobb Ln, Farmville, NC 27828	2015	3/31/2016	CFL3195	\$ 3,080.00		F11		\$ 14.12	\$ 1.27			\$ 15.39	Vehicle traded 7/30/16; tag surr. 8/1/16. Refund 7 mths. SCW

Becky R. Sutton
Tax Administrator



229 Kingold Blvd.
P.O. Box 482
Snow Hill, NC 28580

(252) 747-3615
FAX (252) 747-5067

C3

September 12, 2016

To: Mr. Kyle DeHaven, Greene County Manager
Greene County Board of Commissioners

From: Becky R. Sutton
Greene County Tax Administrator

Tax Office Issues:

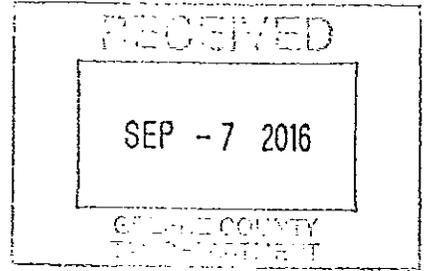
Consideration of Late Applications for Elderly or Disabled Exclusion

The assessor has no authority to approve a late application for the Elderly or Disabled Exclusion. However, GS 105-282.1(a1) states "upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the date of the listing period may be approved by the Board of Commissioners". If approved, the application is for the current year and is not retroactive. Due to information on the application being confidential, a copy of the application is not attached.

Attached are letters from taxpayers requesting your consideration of their late applications. The applicant and parcel meet the eligibility requirements. Consideration of these late applications would be appreciated and is recommended since the Board has previously considered other late applications.

Elderly/Disabled Exclusion

Marvin Gardner – Parcel number: 0104627
Margie Lunsford – Parcel number: 0504176
Wayne & Diana Copeland – Parcel number: 0506268



Date: September 7, 2016

To: The Greene County Board of Commissioners

Re: Consideration of late Elderly/Disabled Exclusion application for 2016 tax year

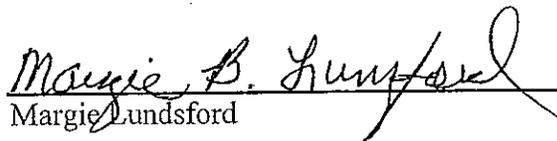
Parcel or Property number: 0504176

Dear Sir:

Consideration of this late application for property tax relief would be greatly appreciated.

SEE ATTACHED FOR EXPLANATION

Thank you,


Margie Lundsford

Part 6. Affirmation and Signature

AFFIRMATION OF APPLICANT – Under penalties prescribed by law, I hereby affirm that, to the best of my knowledge and belief, all information furnished by me in connection with this application is true and complete. Furthermore, I understand that if I participate in the Circuit Breaker Property Tax Deferment Program, liens for the deferred taxes will exist on my property, and that when a disqualifying event occurs, the taxes for the year of the disqualifying event will be fully taxed and the last three years of deferred taxes prior to the disqualifying event will become due and payable, with all applicable interest.

Margie B Lunsford Margie B Lunsford 9-5-2016
Applicant's Name (please print) Applicant's Signature Date

Spouse's Name (please print) Spouse's Signature Date

Refer to the Instructions on Page 1 for filing information and filing location.*

Office Use Only

Approved: Y / N Elderly/Disabled Disabled Veteran Circuit Breaker: 4% 5%

Date: _____ / _____ / _____ By: _____ Comments: _____

AV-9A Received: _____ / _____ / _____ NCDVA-9 Received: _____ / _____ / _____

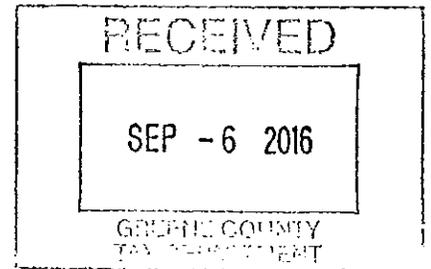
FITR Received: _____ / _____ / _____ Income: \$ _____

*All applications must be submitted by June 1 to be timely filed.

Late Applications: Upon a showing of good cause by the applicant for failure to make a timely application, an application for exemption or exclusion filed after the [due date] may be approved by the Department of Revenue, the board of equalization and review, the board of county commissioners, or the governing body of a municipality, as appropriate. An untimely application for exemption or exclusion approved under this subsection applies only to property taxes levied by the county or municipality in the calendar year in which the untimely application is filed. [N.C.G.S. 105-282.1(a1)]

Due to assisting my disabled son going in and out of the mental hospital and being sick myself, I was not aware of the time frame deadline in June. Appearing at multiple doctor appointments for my son and myself, my mail was piling up due to many appointments. Unfortunately the deadline of this form overlooked by doctor visits.

Yours truly
Margie B. Lunsford



Date: September 6, 2016

To: The Greene County Board of Commissioners

Re: Consideration of late Elderly/Disabled Exclusion application for 2016 tax year

Parcel or Property number: 0104627

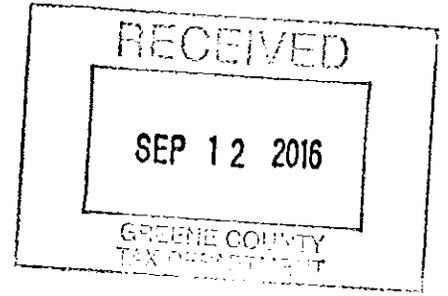
Dear Sir:

Consideration of this late application for property tax relief would be greatly appreciated.

I had previously been receiving the elderly exclusion. However, I did not respond to a review (audit) of this exclusion and the exclusion was denied for 2016. I did not receive the correspondence regarding the review. Your consideration of this re-instatement and approval of this application would be appreciated.

Thank you,


Marvin Gardner



Date: September 9, 2016

To: The Greene County Board of Commissioners

Re: Consideration of late Elderly/Disabled Exclusion application for 2016 tax year

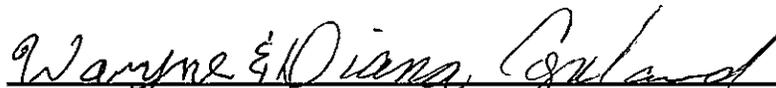
Parcel or Property number: 0506268

Dear Sir:

Consideration of this late application for property tax relief would be greatly appreciated.

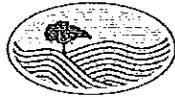
I did not realize that I would qualify for this exclusion until I was discussing my tax bill today with the Tax Administrator. Consideration of this request would be greatly appreciated.

Thank you,


Wayne and Diane Copeland

C4

Becky R. Sutton
Tax Administrator



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Snow Hill, NC 28580

(252) 747-3615
FAX (252) 747-5067

Date: September 2, 2016

To: Greene County Board of Commissioners

From: Becky R. Sutton - Tax Administrator

Subject: GS 105-350 (7) **Monthly** **All levy**
Report of amount collected on each year's taxes and amount remaining
uncollected - Collections posted as of August 31, 2016

Year	Current Month	FY2016-2017 Collections YTD	Amount Remaining Uncollected	% Collected
	Adj. Payments+interest	Adj. Payments+interest		
2006	321.15	\$ 695.72	\$ 13,170.71	99.83%
2007	372.75	\$ 747.38	\$ 17,297.99	99.78%
2008	419.06	\$ 519.06	\$ 25,270.81	99.69%
2009	870.54	\$ 1,170.54	\$ 23,685.23	99.73%
2010	709.25	\$ 859.25	\$ 23,385.94	99.73%
2011	676.74	\$ 886.62	\$ 24,041.34	99.73%
2012	1,616.10	\$ 2,290.40	\$ 27,910.89	99.69%
2013	1,410.76	\$ 3,498.42	\$ 48,567.15	99.47%
2014	2,679.24	\$ 6,224.66	\$ 52,549.19	99.40%
2015	13,309.96	\$ 30,586.90	\$ 122,726.22	98.61%
2016	\$ 639,241.08	\$ 928,321.01	\$ 7,649,639.17	10.80%
Total	\$ 661,626.63	\$ 975,799.96	\$ 8,028,244.64	

MTD Levy added for 2016				
\$ 21,002.58				
2016 Beginning levy		ytd add'l levy	payments (principal only)	ytd interest(+)
\$ (460.90)		\$ 8,580,227.93	\$ 926,770.07	\$ 1,245.41
YTD:	releases	adjustments	refunds	write offs
	\$ 3,052.26		\$ (921.56)	\$ 1,227.09

Commissioners
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Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price



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WHEREAS, the Greene County Board of Commissioners hereby establishes and sets aside a special time for the purpose of receiving such comments and suggestions in addition to public hearings

NOW, THEREFORE; BE IT RESOLVED that all comments and suggestions addressed to the Greene County Board of Commissioners during the Public Comment Period shall be subject to the following Public Comment Policy:

1. Policy Purpose

a. To establish a policy for citizens to appear before the Greene County Board of Commissioners at their regular meetings during the month.

2. Coverage

a. This policy, upon adoption by the Greene County Board of Commissioners, shall remain in effect until such time that it is altered, modified, or rescinded by the Greene County Board of Commissioners.

3. Policy

a. Anyone desiring to address the Board of Commissioners must sign up with the Deputy County Clerk between 6:45 pm and 7:00 pm on the night of the Greene County Board of Commissioners meeting. The request should be in writing and on a form provided by the Deputy County Clerk. The form shall, as a minimum, provide the requestors name and address.

b. The Public Comment portion of the agenda will be placed at the beginning of the agenda but after all Public Hearings.

c. Each speaker must be recognized by the Chairman as having the exclusive right to be heard.

d. Comments are limited to three minutes per speaker. A speaker cannot give their allotted time/minutes to another speaker to increase that persons allotted time.

e. Speakers must address the entire Greene County Board of Commissioners, not an individual member. Discussions between speakers and the audience will not be allowed.

f. Speakers will be civil in their language and presentation.

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Commissioners
Brad Fields-- Chairman
Susan Blizzard -- Vice Chairman
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Jerry Jones
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County Manager
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- g. There shall be a maximum of three (3) participants on the same subject. It is recommended that if there are several people who wish to speak on the same subject that they choose one speaker to speak for all.
- h. The time allotted for Public Comment will be 15 minutes. The Board of Commissioners can choose to extend the Public Comment Period, by a majority vote, an additional 15 minutes for a total of 30 minutes for public comments.
- i. Individuals who sign up but cannot speak due to time constraints will be carried to the next regular meeting of the Greene County Board of Commissioners and placed first on the Public Comment Agenda.
- j. For clarification, any Greene County Board of Commissioners may ask the speaker questions. The time used by a Greene County Board of Commissioners to ask a question, or the response to his/her question, will not be counted against the citizens three minute time allotment.
- k. Public comment is not intended to require the Greene County Board of Commissioners to answer any impromptu questions. Action on items brought up during the Public Comment Period will be at the discretion of the Greene County Board of Commissioners.
- l. The public can address the Greene County Board of Commissioners on any issue other than public hearings items and those items that would be covered in closed session, which would include, but not be limited to attorney/client privilege, personnel, land acquisition and contract negotiations.
- m. Anyone desiring to address the Greene County Board of Commissioners on a specific concern requiring more effective and informed action by the Greene County Board of Commissioners should contact the County Manager at least one week prior to the meeting for the topic to be reviewed for consideration to be placed on the agenda. Whenever possible, staff will address the concern directly, but if staff cannot address the issue, it will be placed on the agenda as early as practicable. The person making the request should provide sufficient information pertaining to their concerns to allow the Greene County Board of Commissioners to review the citizen concerns and/or request.

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E |
County Manager
Kyle DeHaven

Finance Officer
Landon Price

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: 4-H proclamation

Date: September 19, 2016

Attached is a proclamation declaring October 2-8 National 4-H week. This proclamation is to urge all citizens to encourage and support the work of the 4-H Youth Development.

Action Recommended:

Motion to approve the proclamation declaring October 2-8 National 4-H week.

No Board action is needed.

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Proclamation Recognizing
National 4-H Week in Greene County
October 2-8, 2016

WHEREAS, 4-H has been serving the young people of North Carolina with educational and leadership opportunities since 1914; and

WHEREAS, 4-H work is an educational youth development program of the North Carolina Cooperative Extension Service, and North Carolina State University and North Carolina A&T University, and is supervised on the county level by the 4-H Staff along with the help of local 4-H volunteers who are outstanding men and women in their communities; and

WHEREAS, North Carolina 4-H reaches 250,000 youth and 25,000 volunteers annually; and

WHEREAS, 4-H'ers pledge their Heads, Hearts, Hands, and Health to the improvement of their clubs, communities, countries, and world; and

WHEREAS, 4-H members working with educational learn-by-doing projects put into practice new skills and science as they strive "To Make The Best Better," the motto of 4-H; and

WHEREAS, 4-H provides a unique opportunity for young people to develop life skills through hands on learning experiences, including educational workshops, project work, presentation experiences, camps, conferences, before- and after-school programs, and other events at local, county, district, state, national and international levels; and

WHEREAS, the citizenship and leadership training which 4-H members receive in this program is a valuable asset to our democratic way of life; and

NOW, THEREFORE, WE, the Board of County Commissioners of Greene County do hereby proclaim October 2-8, 2016, as **NATIONAL 4-H WEEK** in Greene County, and urge all of our citizens to encourage and support the work of the 4-H Youth Development Program.

Chairperson Greene County Board of Directors

Date

ED

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price



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From: Kyle J. DeHaven, County Manager

Re: Greene County Clean Sweep Day Resolution

Date: September 19, 2016

The Greene County 4-H has presented a resolution declaring October 5, 2016 as Greene County Clean Sweep Day. This is the day that the 4-H picks an area in the County and goes and cleans it. They also encourage other groups and committees to do the same.

Action Recommended:

Motion to approve the Resolution declaring October 5th, 2016, Greene County Clean Sweep Day

Board action is needed.

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The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

**A RESOLUTION OF BOARD OF COMMISSIONERS
OF GREENE COUNTY
DECLARING OCTOBER 5, 2016 AS
GREENE COUNTY CLEAN SWEEP DAY 2016**

WHEREAS, Greene County is rich in natural resources and beauty; and

WHEREAS, water is a basic and essential need for all life; and,

WHEREAS, trash fouls our waterways as well as our landscapes; and,

WHEREAS, every citizen should contribute to keeping our environment clean and healthy by working together to preserve clean water and the natural beauty of our surroundings;

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of Greene County, North Carolina, meeting on _____, 2016, does hereby declare October 5, 2016 as GREENE COUNTY CLEAN SWEEP DAY in Greene County, and does further hereby urge every citizen to do his or her part to restore the beauty and function of our lakes, streams and landscapes by volunteering to participate in the clean-up event.

E3

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

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From: Kyle J. DeHaven, County Manager

Re: Water Purchase Agreement

Date: September 19, 2016

Background

Greene County and the Town of Farmville entered into a contract with GUC in 2004 to purchase water for Greene County and Farmville, Via Farmville. Since that time, a number of operational protocols and issues related to how the contract has been administered have caused both parties to deviate from certain portion of the original contract and raised the possibility that a new contract involving Greene County, Farmville, and GUC would be appropriate to pursue. GUC staff transmitted a proposed new contract in early 2015 that if enacted as proposed, would materially change many of the terms of the purchase arrangement in favor of GUC.

In response, The Greene County and Farmville Board of Commissioners held a joint meeting on March 23, 2015 and agreed to work together to negotiate a better contract than the one proposed by GUC.

Negotiations between the respective staffs of Greene County, Farmville, and GUC began on April 21, 2015. Greene County and Farmville conveyed initial points of contention with GUC staff and GUC staff agreed to revise the agreement through the spring and summer of 2015 and present a revised agreement that better addressed Greene County and Farmville Concerns.

Greene County and Farmville Management reviewed a revised agreement proposed by GUC on July 31, 2016 which incorporated our requests for a forty (40) year term and for separate contracts between GUC and Greene County, and GUC and Farmville.

On August 27, 2015, Greene County and Farmville management met with GUC staff to negotiate the final differences between the two sides. At Greene County and Farmville’s request, GUC agreed at that time to allow for ten year renewal options after the initial 40 years term, to reduce the minimum daily purchase to 1.2mgd, and base future rate increases on the consumer price index (CPI) rather than have arbitrary automatic increases, and delaying implementation until July 1, 2016.

On November 25, 2015, GUC staff conveyed an amended contract to Greene County and Farmville that addressed most of the concerns expressed by the managers to GUC and also included a desired provision to isolate Greene County and Farmville from any debt associated with future water plant expansion by GUC.

229 Kingold Blvd., Suite D • Snow Hill, NC 28580 • (252) 747-3446 • FAX (252) 747-3884
www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.

County Manager
Kyle DeHaven

Finance Officer
Landon Price



GREENE COUNTY

A Place To Grow. The Way To Live.

Home of the North Carolina Sweet Potato Festival

Action Recommended:

Motion to accept the Water Purchase Agreement between GUC and Greene County as written.

Board action is needed.

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WATER PURCHASE AGREEMENT
BETWEEN
GREENVILLE UTILITIES COMMISSION
AND
GREENE COUNTY

THIS WATER PURCHASE AGREEMENT entered into this ____ day of _____, 2016, the ("Agreement"), by and among GREENVILLE UTILITIES COMMISSION, of the City of Greenville, North Carolina, duly chartered by the State of North Carolina, (hereinafter referred to as "COMMISSION"), and the COUNTY OF GREENE, North Carolina, a body politic, (hereinafter referred to as "GREENE COUNTY");

W I T N E S S E T H:

THAT WHEREAS, GREENE COUNTY is a body politic, organized pursuant to the laws of the State of North Carolina; and

WHEREAS, FARMVILLE is a Municipal corporation (hereinafter referred to as "FARMVILLE") organized pursuant to the laws of the State of North Carolina, located in Pitt County, North Carolina; and

WHEREAS, COMMISSION is duly chartered by the North Carolina General Assembly, and is charged in its Charter with the responsibility for the "entire supervision and control of the management, operation, maintenance, improvement, and extension of the public utilities of the City of Greenville, both within the corporate limits of the City of Greenville and outside said corporate limits"; and

WHEREAS, COMMISSION may, pursuant to its Charter, extend the public utilities beyond Greenville's corporate limits; and

WHEREAS, COMMISSION and GREENE COUNTY are units of local government within the meaning of Chapter 160A-460 of the General Statutes of North Carolina, and are authorized, pursuant to Article 20 of Chapter 160A of the General Statutes of North Carolina, to enter into agreements with one another for the undertaking of any function of local government; and

WHEREAS, GREENE COUNTY has accepted the lead agency role for the purchasing of alternative water supplies for the participating water systems located in Greene County; and

WHEREAS, it is the policy of the State of North Carolina to encourage the cooperation of and support among independent water systems; and

WHEREAS, monitoring by the Division of Water Resources of the State of North Carolina has found that groundwater levels in the cretaceous aquifers of the Central Coastal Plain have dropped rapidly, up to eight feet (8') per year, causing the boundary between fresh and salt water to move inland; and

WHEREAS, to mitigate the impact of falling groundwater levels, a new regulation to limit withdrawals and pumping of water from the cretaceous aquifers in the Central Coastal Plain area of the State of North Carolina in a fifteen (15) County region went into effect August 1, 2002; and

WHEREAS, the water system for COMMISSION and the water systems for GREENE COUNTY and FARMVILLE all lie within the said fifteen (15) County region; and

WHEREAS, the GREENE COUNTY water systems and FARMVILLE's water system rely upon the pumping of water from aquifers, whereas COMMISSION primarily relies upon withdrawing water from the Tar River; and

WHEREAS, the implementation of the Central Coastal Plain Capacity Use Area Rules required reductions of GREENE COUNTY's water systems and FARMVILLE's water system withdrawals from the Central Coastal Plain aquifer by seventy-five percent (75%) over a sixteen (16) year period; and

WHEREAS, COMMISSION has previously entered into separate water purchase agreements with FARMVILLE and GREENE COUNTY, which included the construction of certain water lines and facilities, with FARMVILLE and GREENE COUNTY for purchases of supplemental water from COMMISSION to address FARMVILLE's and GREENE COUNTY's anticipated reductions in available water supplies; and

WHEREAS, such lines and facilities are being used to deliver water to GREENE COUNTY and FARMVILLE and to carry out some of the terms of this Water Purchase Agreement as hereinafter provided; and

WHEREAS, COMMISSION agrees to supply GREENE COUNTY with a supplemental water supply to address the reductions in their available water supply; and

WHEREAS, FARMVILLE and GREENE COUNTY have jointly constructed a water transmission system, designed to convey the water supplied by COMMISSION to the water system(s) of FARMVILLE and GREENE COUNTY; and

WHEREAS, the parties desire to replace the existing water purchase agreement between COMMISSION and GREENE COUNTY due to decreases in the projected water demands, the seasonal purchasing of water to facilitate operational efficiencies including

decreased water flushing to maintain disinfectant residuals, increases in costs of water treatment chemicals, and future regulatory requirements, with a new water purchase agreement among COMMISSION and GREENE COUNTY; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto; NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, the receipt of which is hereby respectively acknowledged by each of the parties hereto, COMMISSION and GREENE COUNTY do all hereby agree each with the other as follows:

1. Water Sales by COMMISSION: COMMISSION agrees to sell to GREENE COUNTY water due to water supply reductions resulting from the groundwater withdrawal reduction requirements of the NC Central Coastal Plain Capacity Use Area Rules (CCPCUA) for the time period hereinafter set forth. COMMISSION agrees to sell to GREENE COUNTY a sufficient amount of water to assist with maintaining water quality in the water transmission system.
2. Water Purchases by GREENE COUNTY: GREENE COUNTY shall work with FARMVILLE to purchase from COMMISSION, during non-curtailment periods, a minimum daily volume of 1,200,000 gallons per day between the period of October 1st and March 31st of each year covered by this agreement. Operational protocols indicate this is the minimum volume needed to ensure water quality in the transmission system meets State and Federal regulations. Dependent upon available water supply, water will be available for purchase from COMMISSION between April 1st to September 30th to meet additional water supply needs, or to periodically flush the water transmission system to maintain water quality.

3. Water Supply Availability: COMMISSION's water supply to GREENE COUNTY shall be provided on an interruptible basis. For purposes of this agreement the terms "interruption" or "interruptible" shall mean when COMMISSION discontinues the supply of water by the COMMISSION to GREENE COUNTY. The term "curtailment" means when COMMISSION continues to provide water to GREENE COUNTY after ordering an interruption. COMMISSION's intent is to make every effort to accommodate any additional water purchase requests that GREENE COUNTY may need above and beyond the stipulated amount in this agreement except during curtailment period(s). In the event a COMMISSION required interruption of water delivery to GREENE COUNTY is necessary, COMMISSION will endeavor to give GREENE COUNTY twenty-four (24) hours' notice prior to initiation of interruption. In the event of a force majeure, to the extent reasonably practicable.

4. Protocol for Operating and Maintaining Water Systems: GREENE COUNTY shall provide COMMISSION with the distribution system measures used to activate the opening of the water metering point to allow COMMISSION staff to anticipate the demand from the FARMVILLE and GREENE COUNTY systems. These system measures will be provided to COMMISSION through the Supervisory Control and Data Acquisition (SCADA) connection GREENE COUNTY shall notify COMMISSION of any changes in the operating parameters used to maintain their systems to allow COMMISSION to adjust its operational procedures. GREENE COUNTY shall coordinate their compliance sampling schedules to match COMMISSION's schedules to allow for data comparison and water quality evaluation. GREENE COUNTY shall coordinate efforts with FARMVILLE to purchase the daily goal volume of 1,200,000

gallons per day to maintain water quality in the water transmission system. GREENE COUNTY shall be responsible for notifying all customers serviced beyond the COMMISSION's metering point with FARMVILLE and GREENE COUNTY of water quality changes.

5. Compliance with Conditions of the Interbasin Transfer Certificate (IBT):

COMMISSION and GREENE COUNTY acknowledge that the water supplied under this Water Purchase Agreement is subject to the terms and conditions of the IBT for the COMMISSION, FARMVILLE, Town of Winterville and GREENE COUNTY, issued on November 18, 2010 by the N.C. Environmental Management Commission (NCEMC). The terms and conditions of said IBT Certificate are incorporated herein by reference. COMMISSION and GREENE COUNTY agree to comply with all conditions contained in said IBT Certificate. Said conditions specifically described in the following sections of the IBT Certificate:

- I. Cooperation of Co-Certificate Holders
- II. Compliance with Other Regulations
- III. Reopener
- IV. Mitigation
- V. Conservation
- VI. Drought Management
- VII. Compliance and Monitoring Plan

GREENE COUNTY hereby acknowledges that failure to comply with the terms and conditions of the IBT certificate shall constitute a breach of this agreement GREENE COUNTY further acknowledges that failure of either, or both, parties to comply with the

terms and conditions of the IBT Certificate shall place COMMISSION in jeopardy of a COMMISSION violation of the IBT Certificate. In the event of such failure of FARMVILLE or GREENE COUNTY to comply with said terms and conditions, COMMISSION shall have the right, at COMMISSION's sole discretion, to immediately cease all water supplies to both FARMVILLE and GREENE COUNTY until such time as the N.C Division of Water Resources confirms to COMMISSION, in writing, that both FARMVILLE and GREENE COUNTY are in full compliance with the terms and conditions of the IBT Certificate. GREENE COUNTY agrees to indemnify, and hold harmless, COMMISSION against any loss, costs, expenses, attorney fees reasonably or actually incurred, causes of action and judgments arising as a result of COMMISSION discontinuing its water supply to FARMVILLE and GREENE COUNTY as a result GREENE COUNTY's failure to comply with the terms and conditions of the IBT Certificate.

6. Water Transmission Main, Booster Pumping Facilities and Appurtenances: GREENE COUNTY hereby acknowledges that FARMVILLE and GREENE COUNTY shall be responsible for the ownership, operation and maintenance of the water transmission main(s), associated booster pumping and metering facilities, and other appurtenances necessary for COMMISSION to deliver the water volumes from the metering point, to FARMVILLE and GREENE COUNTY. COMMISSION and GREENE COUNTY hereby acknowledge that a separate agreement between GREENE COUNTY and FARMVILLE, has been executed to address GREENE COUNTY's responsibilities with respect to financing, construction, ownership, operation and maintenance of said water transmission mains, associated booster pumping facilities and other appurtenances pertinent to the delivery of water to GREENE COUNTY.

7. Isolation from Future Water Supply Capacity Debt: By purchasing interruptible, off-peak water from the COMMISSION, COMMISSION agrees that GREENE COUNTY will be isolated from, and will not be charged for any future water supply capacity debt that is not related to the water demands of GREENE COUNTY. GREENE COUNTY will not be isolated from any future water supply debt that is incurred for improvements or upgrades to (1) maintain or improve water quality or (2) meet regulatory requirements.

8. Metering Point: The metering facility for COMMISSION's service to FARMVILLE and GREENE COUNTY is located at 4871 US Highway 13, Greenville, N.C. The metering installation shall be considered a part of FARMVILLE and GREENE COUNTY's water transmission main system. COMMISSION shall own the pipeline(s), valves, meters and appurtenances located up to the designated point of service, as set forth and further described in the Bill of Sale dated September 9, 2010. The metering equipment shall be in conformance with COMMISSION's specifications and requirements. The specified meter shall be required to register water volumes in hundreds of cubic feet (CCF).

9. Water Rate: COMMISSION agrees to provide water to GREENE COUNTY from October 1st to March 31st annually to assist with each systems operations on an interruptible rate basis. The water rate for FY 15/16 shall be \$1.61 per thousand gallons. The water rate will increase by \$0.10 per thousand gallons (to \$1.71) on July 1, 2016 (as shown in Exhibit A) and each subsequent year until July 1, 2019 (\$2.01). COMMISSION shall have its rate consultant determine any needed cost of service adjustments in the water rate per thousand gallons to be effective July 1, 2020. The water rate for volumes provided to GREENE COUNTY during curtailments shall be at the Out of City Industrial Water Rate as published in COMMISSION's Water Rate Schedule W-2. This rate shall

be adjusted anytime the COMMISSION's Board of Commissioners authorizes adjustments to the Out of City Industrial Water Rate as published in COMMISSION's Water Rate Schedule W-2. COMMISSION agrees to utilize the All Urban Consumers-All Items Consumer Price Index (CPI-U) to adjust the water rate for four (4) consecutive years (as shown in Exhibit A). However, GREENE COUNTY acknowledges that the CPI-U is a broad economic index that does not adequately reflect the cost of water service over an extended period of time. Therefore, every fifth year (as shown in Exhibit A) COMMISSION shall have its rate consultant determine any needed cost of service adjustments in the water rate, and the water rate shall be adjusted by the amount determined by the rate consultant. For the CPI-U adjustments, commencing annually on the first day in the month of July, which first follows execution of this Water Purchase Agreement, the rate shall be adjusted by a percentage equal to the percentage adjustment in the All Urban Consumers - All Items Consumer Price Index, not seasonally adjusted, for the previous 12 months as reported by the US Department of Labor. The CPI-U adjustment will be based on the CPI-U information published by the US Department of Labor as of the end of December of the preceding calendar year. This information is typically published around the 15th of January. COMMISSION shall notify GREENE COUNTY by February 15th of the rate adjustment that is to become effective on the subsequent July 1st.

CPI-U as used herein shall mean the Consumer Price Index published by the Bureau of Labor Statistics of the United States Department of Labor, for All Urban Consumers, All Items, or an equivalent successor official index then in effect. In the event that the Bureau of Labor Statistics changes the form or basis for computation of the CPI-U, another reliable governmental or other non-partisan publication shall be used.

Selection of the publication to be used will be determined by both parties within 60 days of notice from COMMISSION. In the event such selection cannot be determined within 60 days, it will be the sole discretion of the COMMISSION. The publication shall evaluate substantially the same information previously used in determining the CPI-U shall be used. No adjustments or re-computations, retroactive or otherwise, shall be made due to any revision, which may later be made in the first published figure of the CPI-U. In no event shall the minimum water rate during any annual period be less than the rate for the immediately preceding annual period.

10. Metering Charge: GREENE COUNTY acknowledges that FARMVILLE shall pay the COMMISSION the appropriate monthly metering charge for the COMMISSION's metering point for water supplied to both GREENE COUNTY and FARMVILLE. Said metering charge shall be based on the meter size, in accordance with the schedule of meter charges as set forth in COMMISSION's Water Rate Schedule W-2.

11. Option to Purchase Transmission Main: GREENE COUNTY acknowledges that COMMISSION, upon sixty (60) days advance notice to GREENE COUNTY shall have the option to purchase the water transmission main system extending from the COMMISSION'S metering point to its connection point with FARMVILLE's and GREENE COUNTY's water system at Little Contentnea Creek as shown on the attached Exhibit B. The purchase amount shall be for the dollar amount computed based on the depreciated original project cost of the water transmission main as shown on the attached Exhibit C, using straight line depreciation, over a forty (40) year term.

12. Emergency Provisions: In the event of a failure within the water systems of GREENE COUNTY or COMMISSION, and the other system having excess water available, the non-failing system will provide water to the failed system to the maximum

extent possible at the Out of City Industrial Water Rate as published in COMMISSION's Water Rate Schedule W-2.

13. Water Emergency Management: In the event COMMISSION declares water use restrictions in accordance with COMMISSION's Utilities Regulations, Terms and Conditions of Service, Part C, Section 21.0 Water Emergency Management, GREENE COUNTY agrees, with regard to any water delivery to GREENE COUNTY by COMMISSION pursuant to this Water Purchase Agreement, to implement water use restrictions equal to those implemented by COMMISSION within twenty-four (24) hours of notification to GREENE COUNTY by COMMISSION.

14. Water Quality: Any water delivered by COMMISSION to GREENE COUNTY, or by GREENE COUNTY to COMMISSION, will meet the Primary and Secondary Water Quality Standards as established by the State of North Carolina.

15. Metering Accuracy: COMMISSION will maintain the COMMISSION's water meter(s). The meter(s) will be tested annually to maintain a mid-scale accuracy of greater than ninety-eight percent (98%) of the actual flow. Should the meter test with less accuracy, then the bills for a three (3) month period prior to the test will be adjusted proportionately. The costs of meter testing and maintenance shall be borne by the COMMISSION.

16. Billing and Payment: The COMMISSION shall bill FARMVILLE, on a monthly basis, for the water supply provided to both FARMVILLE and GREENE COUNTY. In accordance with a separate agreement between GREENE COUNTY and FARMVILLE, FARMVILLE shall be responsible for billing and collection of monies from GREENE COUNTY for GREENE COUNTY's share of the payment. GREENE COUNTY shall work with FARMVILLE to pay any such bills rendered by COMMISSION by the due date. In

the event payment is not made and becomes delinquent, COMMISSION shall have the right to serve written demand for payment upon FARMVILLE, by electronic mail, facsimile or postal mail, giving notice that the COMMISSION shall suspend the supply of water to FARMVILLE and GREENE COUNTY under this Water Purchase Agreement if said payments are not made within ten (10) days. GREENE COUNTY agrees that in the event said payment is not made by FARMVILLE within the ten (10) day period, COMMISSION shall have the right to suspend supply of water under this Water Purchase Agreement. Billing adjustments necessary due to correction of inaccurate meter operation shall be made the month following meter adjustments.

17. Reports, Data and Access: GREENE COUNTY shall furnish to the COMMISSION such reports and data as the COMMISSION may reasonably require to determine water quantities furnished or to investigate water quality issues. In addition, GREENE COUNTY agree that appropriate COMMISSION officials will have access to GREENE COUNTY's water transmission main and associated appurtenances for the purpose of reasonable inspection and determination of compliance with COMMISSION's Regulations.

18. Customer Connections to Water Transmission Main: Except as otherwise herein provided, any provision of water service from the water transmission main, outside of GREENE COUNTY's water service territory, shall be at the sole discretion of COMMISSION.

19. Service Area: GREENE COUNTY acknowledges that the construction of the water transmission main between FARMVILLE and GREENE COUNTY's water system(s) and the COMMISSION's metering point does not create a service area for FARMVILLE and GREENE COUNTY for the provision of water service beyond FARMVILLE and GREENE COUNTY's water service territory boundary located on US Highway 264-A at

Little Contentnea Creek, as shown on the attached FARMVILLE and GREENE COUNTY water service area map (Exhibit "B").

20. Indemnity of Commission: GREENE COUNTY agrees that COMMISSION shall not be liable for any failure of GREENE COUNTY's water systems, or for the operation, or any failure in the operation of, GREENE COUNTY's water system. GREENE COUNTY agrees to indemnify the COMMISSION against any loss, costs, expenses, attorney fees reasonably or actually incurred, causes of action and judgments arising as a result of the operation, or any failure in the operation of GREENE COUNTY's facilities. GREENE COUNTY further agrees to indemnify COMMISSION against any loss, cost, expenses, attorney fees reasonably or actually incurred, causes of action and judgments arising as a result of damage to the COMMISSION's facilities and water system directly resulting from any negligence or willful act of GREENE COUNTY, or any of its officers, employees or agents.

21. Indemnity of Farmville and Greene County: COMMISSION agrees that GREENE COUNTY shall not be liable for any failure of COMMISSION's water system, or for the operation, or any failure in the operation, of COMMISSION's water system. COMMISSION agrees to indemnify GREENE COUNTY against any loss, costs, expenses, attorney fees reasonably or actually incurred, causes of action and judgments arising as a result of the operation, or any failure in the operation, of COMMISSION's water system. COMMISSION further agrees to indemnify GREENE COUNTY against any loss, cost, expenses, attorney fees reasonably or actually incurred, causes of action and judgments arising as a result of damage to GREENE COUNTY'S facilities and water system directly resulting from any negligence or willful act of COMMISSION, or any of its officers, employees or agents.

22. Terms and Conditions of Service: GREENE COUNTY agrees that COMMISSION's provision of service under this Water Purchase Agreement shall be subject to the relevant requirements of the most recent edition of the COMMISSION's Utilities Regulation's "Terms and Conditions of Service" , as modified, from time to time, by the Board of Commissioners.

23. Water Sales to Others: GREENE COUNTY agrees that they will not sell water to any water system or wholesale customer not listed on the attached "Exhibit D" without the express written consent of the COMMISSION.

24. Water System Improvements: COMMISSION and GREENE COUNTY agree that if one party to this Water Purchase Agreement identifies a need for any modification or improvement to the water system(s) of the other parties, the requesting party must give at least six (6) months' written notice of such need for any modification or improvement, except in an emergency or matters affecting public health and safety.

25. Dispute Resolution: In the event of a dispute between the Parties which the Parties are unable to resolve, the Parties shall submit their dispute to non-binding mediation before a mutually agreeable mediator prior to initiating litigation. If the Parties are unable to agree upon a mediator within ten (10) days after failing to resolve the dispute, either Party may petition a Court of competent jurisdiction for the designation of a qualified mediator for their purposes. Each Party shall bear its own costs and expenses of participating in the mediation (including, without limitation, reasonable attorney's fees), and each Party shall bear one-half (1/2) of the costs and expenses of the mediator. Unless otherwise agreed, the Parties will hold mediation in Greenville, North Carolina. The

matters discussed or revealed in the mediation session shall not be revealed in any subsequent litigation.

In the event the matter is not resolved in mediation, either Party may request arbitration. The Parties shall jointly select an Arbitrator, and shall be bound by the decision of the Arbitrator with respect to any dispute between the parties with respect to this Agreement. If the parties are unable to mutually agree upon an Arbitrator, COMMISSION shall select an Arbitrator and GREENE COUNTY shall select an Arbitrator, and the two Arbitrators so selected shall select a third Arbitrator, and the decision of the majority of the Arbitrators shall be conclusive and binding upon the Parties. The Parties at all times agree to equally split the costs of any Arbitrator (s) selected in an effort to resolve the dispute between the Parties. Any Party desiring to resolve a dispute under the terms of this Agreement shall notify the other Party in writing and the parties shall seek to agree upon a mutually agreed-upon Arbitrator within a period of ten (10) days from the date of such written demand. If the Parties are unable to agree within such ten (10) day period, COMMISSION shall select an Arbitrator and GREENE COUNTY shall select an Arbitrator, and the two (2) Arbitrators so selected shall select a third Arbitrator within fifteen (15) days from the date of the written demand for the arbitration, and a decision shall be rendered by the Arbitrator(s) so selected within five (5) days after such Arbitrator(s) is selected.

26. This Water Purchase Agreement shall be effective upon execution by all parties and shall exist and continue for an initial period of forty (40) years from the date of execution. Provided, however, that beyond the initial forty (40) year term of this Water Purchase Agreement, GREENE COUNTY shall have the option to renew in ten (10) year increments upon mutual agreement among GREENE COUNTY and

COMMISSION. GREENE COUNTY shall notify COMMISSION at least sixty (60) days prior to the expiration of this Water Purchase Agreement's current term in the event GREENE COUNTY desires to cancel this Water Purchase Agreement.

27. This Water Purchase Agreement supersedes the August 25, 2004 Water Purchase Agreement between COMMISSION and GREENE COUNTY.

28. The recitals contained in the preamble to this Water Purchase Agreement shall be deemed part of this Water Purchase Agreement.

29. This Water Purchase Agreement may not be amended unless agreed in writing by and among all parties.

IN TESTIMONY WHEREOF, GREENE COUNTY has caused this Water Purchase Agreement to be executed in its name by its Chair, attested by its Clerk to the Board, and its official seal hereunto affixed, all by Resolution duly entered by the GREENE COUNTY Board of Commissioners; and COMMISSION has caused this Water Purchase Agreement to be executed in its name by its General Manager/CEO, and attested by its Executive Secretary, as evidenced by the affixing of the seal of the COMMISSION by its Secretary, all pursuant to the authority of its Board of Commissioners duly given, all effective on this the day and year first above written.

This Water Purchase Agreement is executed in multiple originals, one of which will be retained by each of the parties hereto.

COUNTY OF GREENE, NORTH CAROLINA

By: _____
[SEAL] BRAD FIELDS, Chairman

Attest:

KATHY MOORING, Deputy Clerk to the Board

NORTH CAROLINA

GREENE COUNTY

I, _____, a Notary Public of the aforesaid County and State, certify that Brad Fields personally came before me this day and acknowledged that he is Clerk of the Board of Commissioners of the COUNTY OF GREENE, North Carolina, and that by authority duly given and as the act of the COUNTY OF GREENE, North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him as its Clerk.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2016.

NOTARY PUBLIC

My Commission Expires:

GREENVILLE UTILITIES COMMISSION OF THE CITY OF GREENVILLE,
NORTH CAROLINA

By: _____
ANTHONY C. CANNON, General Manager/CEO

Attest:

AMY C. QUINN, Executive Secretary [SEAL]

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public for the aforesaid County and State, do hereby certify that Amy C. Quinn personally appeared before me this day and acknowledged that she is the Executive Secretary of the GREENVILLE UTILITIES COMMISSION, and that by authority duly given and as an act of the GREENVILLE UTILITIES COMMISSION, the foregoing instrument was signed in its name by Anthony C. Cannon, its General Manager/CEO, sealed with its official seal, and attested by herself as its Executive Secretary, all pursuant to the authority of the Board of Commissioners of the Commission.

WITNESS my hand and official stamp or seal, this the ____ day of _____, 2016.

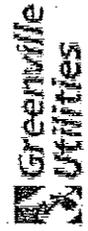
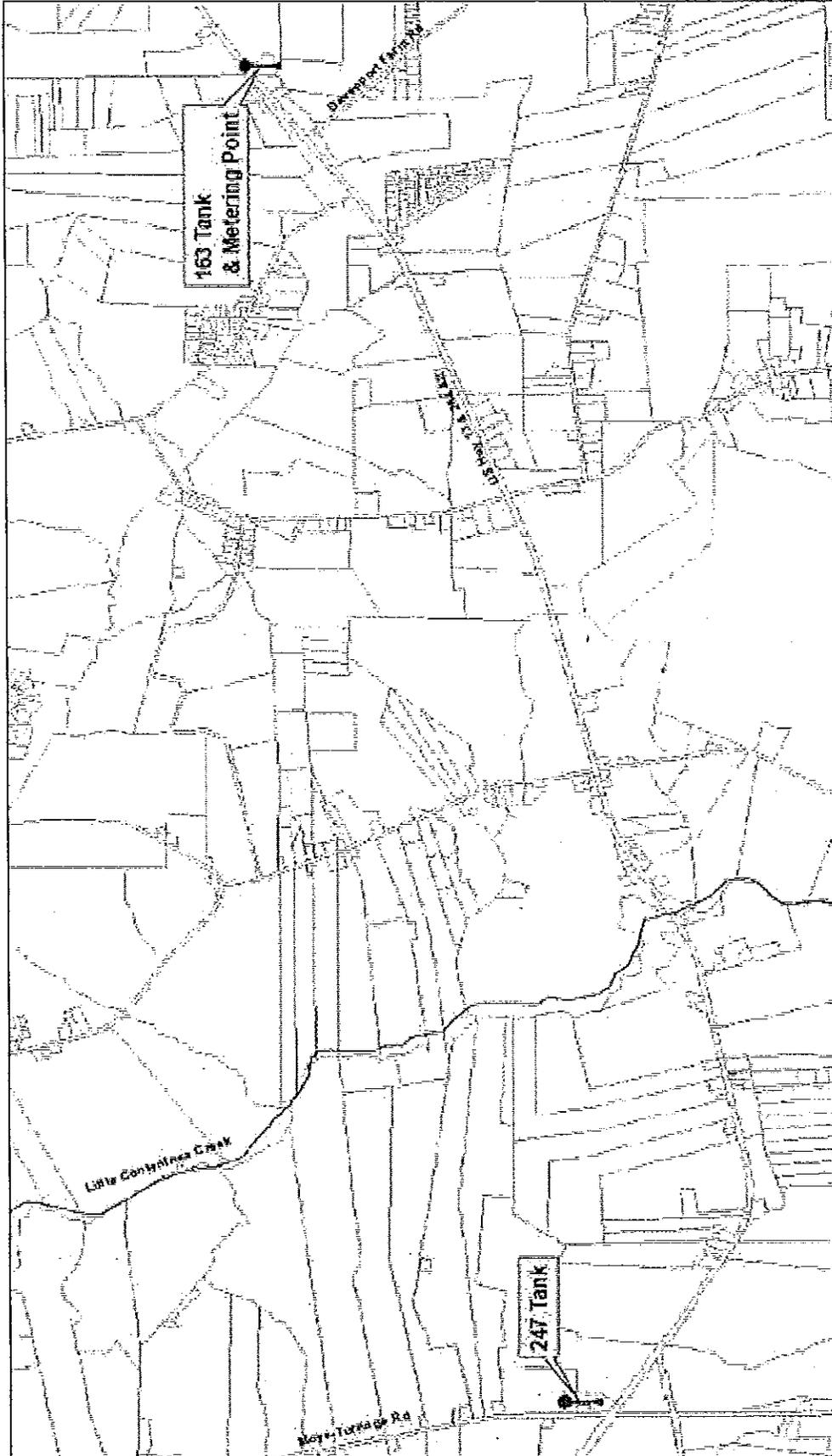
NOTARY PUBLIC

My Commission Expires:

Exhibit A

**MINIMUM WATER VOLUMES TO ASSIST WITH MAINTAINING
WATER QUALITY IN THE WATER TRANSMISSION SYSTEM
AND WATER RATES AND ADJUSTMENTS**

YEAR	Goal Purchase Volume (gpd)	Water Rate CPI-U Adjustment Or Rate Analysis
2016	1,200,000	\$1.71
2017	1,200,000	\$1.81
2018	1,200,000	\$1.91
2019	1,200,000	\$2.01
2020	1,200,000	Rate Analysis
2021	1,200,000	CPI-U
2022	1,200,000	CPI-U
2023	1,200,000	CPI-U
2024	1,200,000	CPI-U
2025	1,200,000	Rate Analysis
2026	1,200,000	CPI-U
2027	1,200,000	CPI-U
2028	1,200,000	CPI-U
2029	1,200,000	CPI-U
2030	1,200,000	Rate Analysis
2031	1,200,000	CPI-U
2032	1,200,000	CPI-U
2033	1,200,000	CPI-U
2034	1,200,000	CPI-U
2035	1,200,000	Rate Analysis
2036	1,200,000	CPI-U
2037	1,200,000	CPI-U
2038	1,200,000	CPI-U
2039	1,200,000	CPI-U
2040	1,200,000	Rate Analysis
2041	1,200,000	CPI-U
2042	1,200,000	CPI-U
2043	1,200,000	CPI-U
2044	1,200,000	CPI-U
2045	1,200,000	Rate Analysis
2046	1,200,000	CPI-U
2047	1,200,000	CPI-U
2048	1,200,000	CPI-U
2049	1,200,000	CPI-U
2050	1,200,000	Rate Analysis
2051	1,200,000	CPI-U
2052	1,200,000	CPI-U
2053	1,200,000	CPI-U
2054	1,200,000	CPI-U
2055	1,200,000	Rate Analysis
2056	1,200,000	CPI-U



GREENVILLE UTILITIES
Water Treatment Department
100 S.W. 11th
Greenville, NC 27638
Telephone: (252) 964-1317

**GUC, Farmville & Greene County
Water Purchase Agreement**

Exhibit B

Scale 1" = 2000'



EXHIBIT C

SUMMARY OF PROJECT COST
PHASE 1A
ALTERNATIVE WATER SUPPLY
FARMVILLE-GREENE COUNTY
JUNE 1, 2010

	Greene County	Farmville	Total	
<u>Construction</u>				
Contract No. 1 - WTL & BPS - To be shared equally	\$ 5,052,856.61	\$ 5,052,856.60	\$ 10,105,713.21	
Contract No. 1 - WTL & BPS Cn1 CO5 to 1D	\$ 0.00	\$ 167,789.25	\$ 167,789.25	
Contract No. 1 - WTL & BPS Cn1 CO8 to 1F	\$ 167,789.25	\$ 0.00	\$ 167,789.25	
Subtotal	\$ 5,220,645.86	\$ 5,220,645.85	\$ 10,441,291.71	Per CO11 - Final
Contract No. 2 - Elevated Storage Tank & Controls	\$ 2,405,417.91	\$ 2,405,417.92	\$ 4,810,835.83	
Contract No. 2 - Farmville Controls	\$ 0.00	\$ 171,954.00	\$ 171,954.00	
Subtotal	\$ 2,405,417.91	\$ 2,577,371.92	\$ 4,982,789.83	Per CO8 - Final
EDA Sign	\$ 561.75	\$ 561.75	\$ 1,123.50	
Construction Subtotal	\$ 7,626,625.52	\$ 7,798,579.52	\$ 15,425,205.04	
<u>Engineering</u>				
Preliminary Engineering Report - GC	\$ 17,500.00	\$ 0.00	\$ 17,500.00	
Preliminary Engineering Report - Farm	\$ 0.00	\$ 17,500.00	\$ 17,500.00	
Subtotal	\$ 17,500.00	\$ 17,500.00	\$ 35,000.00	
Basic Engineering Fees - To be shared equally	\$ 414,095.27	\$ 414,095.26	\$ 828,190.53	
Basic Engineering Fees - Farmville Controls - 100% Farm	\$ 0.00	\$ 9,337.10	\$ 9,337.10	
Subtotal	\$ 414,095.27	\$ 423,432.36	\$ 837,527.63	
Additional Services Engineering Fees	\$ 24,408.37	\$ 24,408.38	\$ 48,816.75	
Engineering Subtotal	\$ 458,003.64	\$ 465,340.74	\$ 921,344.38	
<u>Inspection</u>				
Inspection - To Be Shared Equally	\$ 278,849.50	\$ 278,849.50	\$ 557,699.00	
Inspection Subtotal	\$ 278,849.50	\$ 278,849.50	\$ 557,699.00	
<u>Miscellaneous</u>				
Geotechnical	\$ 5,625.00	\$ 5,625.00	\$ 11,250.00	
Environmental	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	
Legal	\$ 25,000.50	\$ 25,000.50	\$ 50,001.00	
Accounting - Greene County	\$ 3,400.00	\$ 0.00	\$ 3,400.00	
Accounting - Farmville	\$ 0.00	\$ 4,250.00	\$ 4,250.00	
Appraisals	\$ 2,300.00	\$ 2,300.00	\$ 4,600.00	
Administrative	\$ 24,555.44	\$ 24,555.44	\$ 49,110.88	
Administrative Paid By the Engineer	\$ 21,777.50	\$ 21,777.50	\$ 43,555.00	
Reimbursable	\$ 21,160.26	\$ 21,160.27	\$ 42,320.53	
Funding Assistance	\$ 46,575.00	\$ 46,575.00	\$ 93,150.00	
General Project Administration	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	
Grant Administration	\$ 25,000.00	\$ 25,000.00	\$ 50,000.00	
Fee for Sale of Timber	\$ 250.00	\$ 250.00	\$ 500.00	
Miscellaneous Subtotal	\$ 205,643.70	\$ 206,493.71	\$ 412,137.41	
<u>Land/Easements</u>				
Land/Easements	\$ 147,446.89	\$ 147,446.88	\$ 294,893.77	
Land/Easements Subtotal	\$ 147,446.89	\$ 147,446.88	\$ 294,893.77	
<u>Transfer of Funds to Other Projects</u>				
Transfer to Phase 1B - Farm	\$ 0.00	\$ 200,000.00	\$ 200,000.00	
Transfer to Phase 1C - GC	\$ 200,000.00	\$ 0.00	\$ 200,000.00	
Transfer of Funds to Other Projects Subtotal	\$ 200,000.00	\$ 200,000.00	\$ 400,000.00	
<u>Temporary Financing Int Expense</u>				
Temporary Financing Int Expense - GC	\$ 420,000.00	\$ 0.00	\$ 420,000.00	
Temporary Financing Int Expense - Farm	\$ 0.00	\$ 300,000.00	\$ 300,000.00	
Temporary Financing Int Expense Subtotal	\$ 420,000.00	\$ 300,000.00	\$ 720,000.00	
Total Project Cost	\$ 9,334,569.25	\$ 9,396,710.35	\$ 18,731,279.60	

Exhibit D
Water Sales to Others
(Paragraph 22)

Water Systems being supplied in accordance with this agreement:

A. Greene County

- a. Arba
- b. Hookerton
- c. Jason
- d. Lizzie
- e. Maury
- f. Ormondsville
- g. Shine
- h. Snow Hill
- i. South Greene
- j. Walstonburg

Commissioners
Brad Fields– Chairman
Susan Blizzard – Vice Chairman
Bennie Heath
Jerry Jones
James T. Shackelford, Jr.



GREENE COUNTY
A Place To Grow. The Way To Live.

County Manager
Kyle DeHaven

Finance Officer
Landon Price

E4

Home of the North Carolina Sweet Potato Festival

From: Kyle J. DeHaven, County Manager

Re: FY 16 EOY BA

Date: September 19, 2016

Attached is a budget amendment to increase monies to be expended to the schools as capital outlay funds for FY 15-16. These funds are generated from a percentage of article 40 and 42 funds, and passed directly to the schools for their budgeted purposes.

Action Recommended:

Motion to approve the FY 16 EOY BA.

Board action is needed.

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www.co.greene.nc.us

The mission of Greene County Government is to serve and improve the lives of all citizens by providing high-quality, cost-effective services in an open, professional and ethical environment

