

**MINUTES
REGULAR MEETING
HERTFORD COUNTY BOARD OF COMMISSIONERS
MULTI-PURPOSE ROOM – JUDICIAL CENTER
MONDAY, MAY 20, 2019
7:00 PM**

PRESENT:

Com. Ronald J. Gatling, Chairman
Com. John D. Horton, Vice-Chair
Com. Leroy Douglas
Com. Andre` Lassiter

ABSENT: Com. William F. Mitchell, Jr.

ALSO PRESENT WITH THE BOARD:

Ms. Loria Williams, County Manager
Mr. Juan Vaughan, Asst. County Manager
Dr. Renee Fleetwood, Clerk to the Board
Mr. Charles L Revelle, III, County Attorney

Ms. Maria R. Jones, Attorney ~ Revelle & Lee, LLP

Chairman, Ronald J. Gatling called the meeting to order and Pastor Jarvis Parker of Soul Saving Station Evangelistic Center, Ahoskie, NC provided the Invocation.

Chairman Gatling thanked Pastor Parker for the Invocation.

CONSENT AGENDA

On a motion by Com. Lassiter and second by Vice-Chair Horton, the Board unanimously approved the Consent Agenda as follows:

1) May 6th Regular Meeting Minutes

2) Tax Refunds:

Larry D. Askew account was paid in full and Debt Setoff took \$534.99 from his state of North Carolina Taxes. A refund in the amount of \$534.99 needs to be refunded back to Larry D. Askew. Payee: Vendor #901828 Amount: \$534.99

Anthony Herring account was paid in full and Debt Setoff took \$118.87 from his state of North Carolina Taxes. A refund in the amount of \$118.87 needs to be refunded back to Anthony Herring. Payee: Vendor #15070 Amount: \$118.87

Bessie W. Eure account was paid in full and Debt Setoff took \$885.38 from her state of North Carolina Taxes. A refund in the amount of \$885.38 needs to be refunded back to Bessie W. Eure. Payee: Vendor #8894 Amount: \$885.38

PUBLIC COMMENT

Mr. Robert Carl Parker (spokesperson) & Anita Jones presented their concern regarding their Agriculture and Forestry Farmland Present Use Value Assessment on PIN # 5947-72-4021 Site Address - 507 Pine Top Road, Murfreesboro, NC, described as Morris & Parker.

Mrs. Sylvia Anderson, Tax Assessor, provided information regarding Mr. Parker’s property, the Forestry Application process as well as none-receipt of the required documentation in a timely manner.

During the discussion, Attorney Revelle shared that Foreclosure on the property was stopped until the Board could hear the property owners formal appeal and Mrs. Anderson submit her response and the Board decide on the matter.

Chairman Gatling advised Mr. Parker & Ms. Jones that the Board would take their Present Use Value Assessment concerns into advisement and provide a response to them after the Board meets with Mrs. Anderson, County Manager Williams, and consults with Attorney Revelle.

The Board also requested for Mrs. Anderson to submit a written response to the Board regarding Mr. Parker & Ms. Jones’ public comment.

JCPC GRANT CERTIFICATION FY 2019-2020

On a motion by Vice-Chair Horton and second by Com. Lassiter, the Board unanimously approved the JCPC Grant Certification County Funding Plan Summary available funds \$107,471.00, County Local match \$10,147.00 and the following recommended council members as presented by County Manager Williams:

Chief Troy Fitzhugh, Sr.	Brunett Parker
Charlie Cole	Sheriff Dexter Hayes
Hope Eley	Sonynia Leonard
Rev. Melvin Ingram	Joyce Fleetwood
Katie Lee	Attorney Takiya Lewis
County Manager Loria Williams	Hon. Brenda Branch
Stephanie Parker-Helmkamp	Larry Holloman
Olivia Taylor	Brenda Brown
Chris Langston	Sheila Eley
Tonya Johnson	

WATER PURCHASE CONTRACT

On a motion by Com. Lassiter and second by Vice-Chair Horton, the Board unanimously approved to leave the Regular Session Meeting and begin the Hertford County Northern – Rural Water District Meeting.

Attorney Revelle explained that the template Water Purchase Contract outlined terms for purchase of water from the Town of Murfreesboro, and the rate needed to be added, and Murfreesboro needed to approve the template.

On a motion by Com. Lassiter and second by Com. Douglas, the Board unanimously approved the Water Purchase Contract template between the Town of Murfreesboro and Hertford County Northern Rural Water District as presented by Mr. Mike Bradley, Director of Facilities and Public Works.

State of North Carolina
County of Hertford

**WATER PURCHASE CONTRACT
BETWEEN THE TOWN OF MURFREESBORO
AND HERTFORD COUNTY NORTHERN RURAL WATER DISTRICT**

THIS CONTRACT, for the sale and purchase of water, is entered into this the _____ day of _____, 2019, by and between the TOWN OF MURFREESBORO, party of the first part, hereafter referred to as the TOWN (seller), and the HERTFORD COUNTY NORTHERN RURAL WATER DISTRICT, party of the second part, hereafter referred to as the DISTRICT (purchaser).

WITNESSETH:

WHEREAS, the DISTRICT is organized and established under the provisions of Chapter 162A, Article 6 of the North Carolina General Statutes; and the DISTRICT under the authority of North Carolina General Statutes 162A-88 is constructing and will operate a water supply distribution system, serving water users within the area described in plans on file in the offices of the DISTRICT, entitles, "Hertford County Northern Rural Water District" at the offices of the DISTRICT in the Hertford County Water Department in Winton, North Carolina, and in order to exercise this authority, the District will require a supply of treated water, and,

WHEREAS, the TOWN is organized and established under provisions of Chapter 160A, of the North Carolina General Statutes; and the TOWN owns and operates a water supply distribution system, with a capacity currently capable of serving the present customers of the TOWN and the estimated number of water users to be served by the DISTRICT, specifically in the area to be served and now identified and known as Vaughan's Creek Road SR 1302, said plans being on file in the offices of the DISTRICT; and

WHEREAS, the TOWN on the _____ day of _____, 2019, approved the sale of water to the DISTRICT in accordance with the provisions of this Water Purchase Contract and the execution of the said contract by the Mayor of the Town Council attested by the Town Clerk and duly authorized; and,

WHEREAS, the District Board of Commissioners on the _____ day of _____ 2019, approved the purchase of water from the TOWN in accordance with the terms set forth in this Water Purchase Contract, was approved and the execution of said contract by the Chairman of the Northern Rural Water District and attested by the Clerk to the Board, and duly authorized:

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

1. The TOWN Agrees:

- (a) Quality and Quantity: To furnish the DISTRICT at the point of delivery hereafter specified during the term of this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the Rules Governing Public Water Systems, NCAC Title 10, Division of Water Resources, Chapter 10, Health Services; Environmental Health, Subchapter 10D Water Supplies as promulgated by The North Carolina Safe Drinking Water Act, General Statutes, Chapter 130, Article 13D, in such quantity as may be required by the DISTRICT. Each of the parties hereto shall immediately notify the other of any or condition which may affect the quality of water in either party's system.
- (b) Point of Delivery and Pressure: That the water will be furnished at a reasonably constant pressure calculated at 40 or more PSI from the existing 6" supply main at a point located on Wynn Street and Vaughan's Creek Road. If a greater pressure than that normally available at the point of delivery is required by the DISTRICT, the cost of providing such greater pressure shall be born by the DISTRICT: emergency failures of pressure or supply due to main line breaks, power failure, flood, fire, and use of water to fight fire, earthquake, or other catastrophe, shall excuse the TOWN from this provision for such reasonable period of time as may be necessary to restore service.
- (c) Rates and Billing: The TOWN will bill the DISTRICT at a rate of \$ _____ per one thousand gallons. The Town will bill The DISTRICT monthly. Rates will be examined yearly as needed; provided however, increases in rates to the DISTRICT will be no more than the same percentage increases as may apply to Town residents.

2. The DISTRICT Agrees:

- (a) Consumption Records: The DISTRICT will provide The TOWN a computer printout of monthly water consumption in the Vaughan's Creek area within 5 days of meter reading based on the sum of all meters.
- (b) Payment Date: To pay The TOWN within 15 days posted on the statement for water furnished, with a past due date which shall be at least 10 days but no more than 20 days after the date of the statement for water delivered in accordance with the previous scheduled rates.
- (c) No industrial connection will be made to the Vaughan's Creek Road section of the Northern Rural Water System without permission of the TOWN.
- (d) Total monthly water volume of water shall not exceed 100,000 gallons/month.

(e) To be solely responsible of construction, operation, and maintenance of its water system as The TOWN is only responsible to deliver water in the quantities and qualities herein set forth.

3. It is further mutually agreed between the Town and the DISTRICT as follows:

- (a) Terms of Contract: This contract shall extend for a term of 50 years from the date of the initial delivery of any water as shown by the first bill submitted by the TOWN to the DISTRICT, and thereafter may be renewed or extended upon such terms as may be agreed upon by the TOWN and the DISTRICT.
- (b) Delivery of Water: Thirty days prior to the estimated date of completion of the construction of the DISTRICT'S water supply distribution system, the DISTRICT shall notify the TOWN in writing setting out the date for the initial delivery of water. The construction of the delivery system within the DISTRICT and the operation and maintenance of the system shall be sole financial responsibility of the DISTRICT.
- (c) Water for Testing: When requested by the DISTRICT, the TOWN will make available to the contractor at the point of delivery or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the DISTRICT during construction, at agreed on cost per 1,000 gallons, which will be paid by the contractor or on his failure to pay, by the DISTRICT. The DISTRICT shall notify the TOWN at least 12 hours prior to said testing, flushing, or filling of any request for the provisions of water for said purpose.
- (d) Failure to Deliver: The TOWN, at all times, shall operate and maintain its system in an efficient manner and will take action as may be necessary to furnish the DISTRICT with quantities of water required by the DISTRICT as stated in this contract. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event there is an extended shortage of water or the supply of water available to the TOWN is otherwise diminished over an extended period of time, the supply of water to the DISTRICT'S consumers shall be reduced or diminished in the same ratio or proportion as the supply to the TOWN's consumers is reduced or diminished.
- (e) Modification of Contract: It is mutually agreed that the duration of this agreement is such that the passage of time will require modification(s) thereof. Therefore, request by either party for modifications of this agreement shall be submitted in written form to the other party at least ninety (90) days prior to the effective date of the modifications request, but no such modification shall be permitted except upon mutual consent of both parties.
- (f) Regulatory Agencies: This contract is subject to such rules, regulations, or laws as may be applicable in similar agreements in this State, and the TOWN and the DISTRICT will collaborate in obtaining such permits, certifications, or the like as may be required to comply therewith.

- (g) Successor to the DISTRICT: In the event of any occurrence rendering the DISTRICT incapable of performing under this contract, any successor of the DISTRICT, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the DISTRICT hereunder.
- (h) No officer or agent of the TOWN or the DISTRICT other than the respective Boards of Commissioners shall have the power to amend, modify, or alter this agreement, or in any way waive any condition or to bind the TOWN or the DISTRICT to make any promise or representation not contained herein.
- (i) Responsibility for Quality: It is distinctly understood and agreed by both parties hereto that the TOWN'S obligation as to the bacteriological quality of water furnished only applies to the point of delivery. The DISTRICT shall be solely responsible for the bacteriological quality of water beyond the point of delivery. The TOWN shall be the sole spokesperson to answer questions of water quality and safety.
- (j) Policies and Ordinances of the TOWN: It is understood and agreed by both parties that the DISTRICT shall be subject to all policies and ordinances of The TOWN which relate to the subject matter of this contract, and any other such policy or ordinance provisions now existing or hereinafter implemented. If a policy or ordinance directly conflicts with any term of this contract, then the term of this contract shall control.
- (k) Emergency Situations: Notwithstanding any other provision of this contract, in the event of any emergency situation created by unexpected events beyond the control of either party, the TOWN Public Works Manager on behalf of the TOWN and Hertford County Public Works Manager on behalf of the DISTRICT may agree to a temporary modification or alteration of the terms of this contract in order to address the emergency situation. Any such modification or alteration shall continue in effect as long as the emergency continues to exist or the governing board of either party directs its discontinuance, whichever occurs earlier.
- (l) Addresses for Notice: Whenever notice or information is to be furnished by the TOWN to the DISTRICT, it shall be personally delivered or mailed to the County Manager at the Hertford County Office, 115 Justice Drive, Suite 1 Winton, North Carolina 27986. Whenever notice or information is to be furnished by the DISTRICT to the TOWN, it shall be personally delivered or mailed to the Town Manager at the Murfreesboro Town Hall, P.O. Box _____, Murfreesboro, North Carolina _____.
- (m) Miscellaneous: The construction of the water supply distribution system by the DISTRICT is financed by a loan made or insured by, and/or a grant from the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the DISTRICT.

TOWN OF MURFREESBORO

HERTFORD COUNTY NORTHERN RURAL WATER DISTRICT

By: _____
Mayor

By: _____
Chairman

ATTEST:

ATTEST:

Town Clerk

Clerk to the Board

On a motion by Com. Lassiter and second by Vice-Chair Horton, the Board unanimously approved to end the Hertford County Northern – Rural Water District Meeting and return to Regular Session.

COUNTY MANAGER'S COMMENTS

County Manager Williams shared she is scheduling a School Construction Project update planning meeting with Superintendent Wright the last week in May and invited the Board to attend.

COMMISSIONERS' COMMENTS

Vice-Chair Horton commented on the public comment process.

Com. Lassiter and Com. Douglas had no comments.

Chairman Gatling commented on the following: 1) the Solid Waste fee suggested rate increase of \$20 or \$40; 2) listing of County Fire Hydrants; 3) public comment process.

CLOSED SESSION

On a motion by Com. Lassiter and second by Com. Douglas, the Board unanimously approved to move to Closed Session to consult with the County Attorney.

Minutes of Closed Session are on file in the Office of the Clerk to the Board.

On a motion by Vice-Chair Horton and a second by Com. Douglas the Board voted unanimously to return to Regular Session.

ADJOURN

On a motion by Com. Douglas and a second by Com. Lassiter the Board voted unanimously to adjourn the Regular Meeting.