



“Tri-County Hospitality”

MAYOR AND BOARD OF COMMISSIONERS

MAYOR RANDY WEAVER

MAURICE GARRETT

RAYMOND MOORE RANDALL COLLIE LINDA VIRGIL

WILBUR ETHERIDGE

ADMINISTRATION

JOEY T. PETWAY, CHIEF OF POLICE/INTERIM TOWN MANAGER

TRACY SULLIVAN, TOWN CLERK

BRIAN PRIDGEN, TOWN ATTORNEY

LENESSA HAWKINS, FINANCE OFFICER

ROBERT SMITH, UTILITY DIRECTOR

November 6, 2014

6:30PM



AGENDA

I. CALL TO ORDER

II. INVOCATION

III. PLEDGE OF ALLEGIANCE

Mayor Randy Weaver will lead the Commissioners and those in attendance in reciting the Pledge of Allegiance to the Flag.

"I pledge allegiance to the Flag of the United States of America, and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all."

IV. ROLL CALL

V. RECOGNITION

VI. PRESENTATIONS

VII. PETITIONS AND COMMUNICATIONS

If any citizen wishes to address the Town of Sharpsburg Board of Commissioners during the Petitions and Communications segment of the meeting, they may do so by signing up prior to the beginning of the meeting.

The Town Clerk shall provide the sign-up sheet, which lists the name and address. It should be noted that comments shall be limited to three (3) minutes and Board reserves the right not to act on requests first presented this evening.

VIII. CONSENT AGENDA & REGULAR AGENDA

The Board may by majority vote add items to or subtract items from both the proposed consent and regular agenda. As of this writing, the manager understands that the presented consent agenda items are routine and therefore concurs with adopting the presented consent agenda.



1. Approval of:
 - a. October 7, 2014 Regular Meeting Minutes
 - b. October 21, 2014 Special Called Meeting Minutes

IX. UNFINISHED BUSINESS

- a. Consideration by the Board to authorize Mayor Weaver to execute the Contract agreement for the Water System Study. The grant is \$15,000 with a match of \$15,000 from the Town.

X. NEW BUSINESS

- a. Consideration by the Board to accept the Software Contract with Edmunds & Associates, Inc.
- b. Consideration by the Board approve the Resolution of the Board of Commissioners of the Town of Sharpsburg Amending the Town of Sharpsburg Personnel Policy to authorize Comp Time for Administrative Personnel .
- c. Consideration by the Board to adopt an Ordinance Prohibiting the Use or Installation of Private Water Wells Except Under Specific Circumstances.

XI. TOWN MANAGER & DEPARTMENTAL REPORTS

XII. CLOSED SESSION

Closed session pursuant to N.C.G.S. 143-318.11 (a) (4) & (6) to discuss economic development and personnel issues.

XIII. ADJOURNMENT

SPECIAL NOTICE: Anyone who needs an interpreter or special accommodations to participate in the meeting should notify the Town Clerk, Tracy Sullivan at 252-446-9441 ext.221 at least forty-eight (48) hours prior to the meeting. (Americans with Disabilities Act (ADA) 1991.)

“The Town of Sharpsburg is an equal opportunity provider and employer.”

To file a complaint of discrimination, write to: USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights

1400 Independence Avenue, S.W. Stop 9410, Washington, DC 20250-9410 or call (800)795-3272 (voice) or (202)720-6382.



MINUTES OF THE REGULAR MEETING OF THE SHARPSBURG BOARD OF COMMISSIONERS

October 7, 2014

6:30 PM

Mayor Weaver called the meeting to order. Commissioner Garrett offered invocation. Mayor Weaver led the Pledge of Allegiance. Tracy Sullivan, Town Clerk called the roll.

BOARD MEMBERS PRESENT

Mayor Randy Weaver, Mayor Pro-Tem Garrett, Commissioner Moore, Commissioner Etheridge, Commissioner Collie and Commissioner Virgil. Town Manager, Elton Daniels and Brian Pridgen, Town Attorney were also present.

PRESENTATIONS

Mr. Robert Tyson with the Woodmen of the World presented the Town with an American Flag for the Town Office.

Kevin O'Donnell, Nova Energy Consultants informed the Board that Duke - Progress Energy would make a transaction to buy power generating assets from surrounding Towns. Mr. O'Donnell asked the Board to approve up to \$2,000 to cover attorney expenses for a motion to intervene. The motion will insure that the Town be informed during the transaction and the impact it will have on the Town.

Commissioner Moore made a motion to appropriate \$2,000 for litigation costs associated with the Duke-Progress transaction. Commissioner Collie seconded the motion. The motion carried.

PUBLIC HEARING

Mayor Williams opened the Public Hearing concerning the 2014 NC DENR Community Development Block Grant Infrastructure Program.

Wyatt McGhee informed the public that the State of North Carolina had received approximately \$25,000,000.00 of funding from the Federal Government for a 2014 CDBG Infrastructure Grant Program. The Town could apply for a maximum award of \$3,000,000.00 for water and/or wastewater improvements in areas where greater than 51% of the residents are low and moderate income. The Town's proposed sewer or water improvements are unlikely to result in the displacement or relocation of any residents, however, if this were to occur the Town would update or develop an Anti-Displacement and Relocation Assistance Plan to address such

occasion.

Mr. McGhee asked for comments and ideas for proposed projects from the citizens.

Lolita Windham, 601 Speight Drive, reported low water pressure in her neighborhood. Robert Smith, Utility Director asked if replacement of undersized water line could be part of the improvements.

Commissioner Moore stated that dead end lines and valves should be part of the improvement study.

Mr. McGhee said these items could be addressed.

No other comments were made. Mayor Williams closed the Public Hearing.

CITIZEN PETITIONS AND COMPLAINTS

Lesley Atkinson, Wilson County Commissioner – Mr. Atkinson would like to arrange quarterly meetings between the County and Municipalities within the county to create unity and awareness. The Sharpsburg Town Board agreed with Mr. Atkinson.

Roscoe Pender – Mr. Pender stated that the streets on the Wilson County side of Sharpsburg were in bad repair.

Mr. Daniels stated that he and the Utility Director were currently looking into hiring a contractor or purchasing equipment for the streets of Sharpsburg.

APPROVAL OF THE CONSENT & REGULAR AGENDA

Commissioner Garrett made the motion to approve the Consent Agenda and Regular Agenda. Commissioner Moore seconded the motion. The motion carried. The Consent Agenda items were as follows:

September 2, 2014 Regular Meeting Minutes

NEW BUSINESS

Commissioner Garrett made a motion to table items a and b concerning the purchase of a pole truck until a special meeting to be held on October 21, 2014 at 6:30pm. The Special meeting will also include a closed session for personnel issues. Commissioner Virgil seconded the motion. The motion carried.

Commissioner Garrett made a motion to add Mayor Randy Weaver and Commissioner Linda Virgil as a cosigner for Town disbursements. Commissioner Virgil seconded the motion. The motion carried.

CLOSED SESSION

Commissioner Garrett made a motion to go into closed session pursuant to N.C.G.S. 143-318 (a) (6) to discuss personnel matters. Commissioner Virgil seconded the motion. The motion carried.

OPEN SESSION

Commissioner Garrett made a motion to re-enter open session. Commissioner Virgil seconded the motion. The motion carried.

Commissioner Garrett made a motion to amend the Personnel Policy to give the Chief of Police hiring, firing and disciplinary power within the police department. Commissioner Virgil seconded the motion. The motion carried.

CLOSED SESSION

Commissioner Garrett made a motion to re-enter closed session to discuss a personnel matter. Commissioner Virgil seconded the motion. The motion carried.

OPEN SESSION

Commissioner Garrett made a motion to re-enter open session. Commissioner Collie seconded the motion. The motion carried.

ADJOURNMENT

Commissioner Garrett made a motion to adjourn. Commissioner Moore seconded the motion. The motion carried.

Date Approved

Mayor

Town Clerk



MINUTES OF THE SPECIAL CALLED MEETING OF THE SHARPSBURG BOARD OF COMMISSIONERS

October 21, 2014

6:30 PM

Mayor Weaver called the meeting to order. Commissioner Garrett offered invocation. Mayor Weaver led the Pledge of Allegiance. Tracy Sullivan, Town Clerk called the roll.

BOARD MEMBERS PRESENT

Mayor Randy Weaver, Mayor Pro-Tem Garrett, Commissioner Moore, Commissioner Etheridge, Commissioner Collie and Commissioner Virgil. Brian Pridgen, Town Attorney was also present.

UNFINISHED BUSINESS

Commissioner Garrett made a motion to accept the purchasing committees' recommendation for the purchase of a pole truck. Commissioner Moore seconded the motion. The motion carried.

Commissioner Garrett made a motion to accept the recommendation for a local match of \$17,750 to purchase the pole truck. Commissioner Virgil seconded the motion. The motion carried.

NEW BUSINESS

Commissioner Garrett made a motion to table the execution of the contract agreement for the Water System Study until the regular meeting on November 6, 2014. Commissioner Virgil seconded the motion. The motion carried.

Commissioner Garrett made a motion to approve the expenditure of \$1,632.00 to repair the garage doors at the maintenance department building. Commissioner Collie seconded the motion. The motion carried.

Commissioner Garrett made a motion to table well installation within Sharpsburg's jurisdiction until Attorney Pridgen can draft an ordinance addressing the issue. Commissioner Virgil seconded the motion. The motion carried.

CLOSED SESSION

Commissioner Garrett made a motion to go into closed session pursuant to N.C.G.S. 143-318 (a) (6) to discuss personnel matters. Commissioner Collie seconded the motion. The motion carried.

OPEN SESSION

Commissioner Garrett made a motion to re-enter open session. Commissioner Virgil seconded the motion. The motion carried.

Commissioner Garrett made a motion to appoint Chief Joey Petway as interim manager to serve at the pleasure of the Board of Commissioners. Commissioner Etheridge seconded the motion. Vote 4-1 Commissioner Collie voted against the appointment.

CLOSED SESSION

Commissioner Garrett made a motion to re-enter closed session to discuss a personnel matter. Commissioner Etheridge seconded the motion. The motion carried.

OPEN SESSION

Commissioner Garrett made a motion to re-enter open session. Commissioner Collie seconded the motion. The motion carried.

ADJOURNMENT

Commissioner Garrett made a motion to adjourn. Commissioner Collie seconded the motion. The motion carried.

Date Approved

Mayor

Town Clerk

**AUTHORIZING RESOLUTION BY THE GOVERNING BODY
OF THE TOWN OF SHARPSBURG**

Planning Grants Program

WHEREAS, the North Carolina Rural Economic Development Center, Inc. (Rural Center) has authorized the awarding of grants from appropriated funds to aid eligible units of government in financing the cost of planning activities to address current, critical public health and environmental concerns related to water and wastewater infrastructure; and

WHEREAS, the Town of Sharpsburg needs assistance in financing a planning project that may qualify for Rural Center funding; and

WHEREAS, the Town of Sharpsburg intends to request grant assistance for the Water System Study from the Planning Grants Program;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE TOWN OF SHARPSBURG:

That the Town of Sharpsburg will arrange financing for all remaining costs of this project, if approved for a grant.

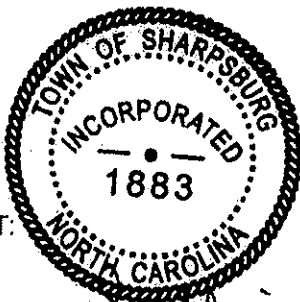
That the Town of Sharpsburg will provide for efficient operation and maintenance of the project on completion of construction thereof.

That Elton Daniels; Town Manager, and successors so titled, is hereby authorized to execute and file an application on behalf of the Town of Sharpsburg with the NCREDC (Rural Center) for a grant to assist in the construction of the project described above.

That Elton Daniels; Town Manager, and successors so titled, is hereby authorized and directed to furnish such information as the Rural Center may request in connection with such application or the project; to make assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Town of Sharpsburg has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to the grants pertaining thereto.

Adopted this 7th day of May 2013, at Sharpsburg, North Carolina.



ATTEST:

Tracy Sullivan
Tracy Sullivan; Clerk
Town of Sharpsburg

Sheila Williams
Sheila Williams; Mayor
Town of Sharpsburg

North Carolina Water/Wastewater Common Application Form

For use by ARC, CWMTF, DENR, DOC, and Rural Center applicants.

Agency Use
Only

In an effort to streamline the application process, North Carolina funding agencies created this common application form for applicants to utilize when requesting water/wastewater grant/loan funds. Additional material required by each funding agency can be found in the appendices.

Guidelines:

- Fully complete each section of this application form
 - Be sure to include all additional information requested by involved funders (found in appendices)
- Please refer to appendices for the number of copies required by each agency.
 - If a project is requesting CWMTF and Rural Center funds, the fully executed common application form should be sent to both CWMTF and the Rural Center. In addition to the common application form, each agency should receive its additional requested material only. See individual agency guidelines for other material needed for each application.

Descriptive Project Title:

(Title should stay consistent with each agency request.)

Water System Study

Indicate the status of this application:

- NEW APPLICATION
- REVISION
- RESUBMITTAL

• Former project title: _____

Select organization(s) involved in this request (check all that apply)

- ARC Appalachian Regional Commission
Date submitted _____
- CWMTF Clean Water Management Trust Fund
Date submitted _____
- DENR-CW NC Dept. of Environment and Natural Resources (Clean Water)
Date submitted _____
- DENR-DW NC Dept. of Environment and Natural Resources (Drinking Water)
Date submitted _____
- DOC NC Dept. of Commerce
 - CDBG (DCA)
 - CDBG-ED (CFC)
 - IDF (CFC)
- NCREDC NC Rural Economic Development Center
Date submitted 05/10/13

North Carolina Water/Wastewater Common Application Form

For use by ARC, CWMWF, DENR, DOC, and Rural Center applicants.

GENERAL INFORMATION

Legal Name of Applicant / Unit: Town of Sharpsburg County: Edgecombe

Name of Chief Elected Official: Sheila Williams Title: Mayor

Name of Authorized Representative (if different from above): Elton Daniels – Town Manager

Mailing Address: PO Box 1759 Street Address: 110 Railroad St.

City: Sharpsburg State: NC Zip: 27878-1759

Primary Telephone(s): (252) 446-9441 Fax: (252) 977-7488

Email: edaniels@sharpsburgnc.com Federal Tax ID #: 56-6001332

Type of Applicant (check those that apply):

- | | | |
|---|---|--|
| <input checked="" type="checkbox"/> Municipality | <input type="checkbox"/> Water / Sewer District | <input type="checkbox"/> Joint Agency Pursuant to G.S. 160A-20 |
| <input type="checkbox"/> County | <input type="checkbox"/> Metro Water / Sewer District | <input type="checkbox"/> Joint Agency Pursuant to G.S. 63-56 |
| <input type="checkbox"/> Non Profit Water Corporation | <input type="checkbox"/> Water / Sewer Authority | <input type="checkbox"/> Sanitary District |
| <input type="checkbox"/> Other (be specific): _____ | | |

Application Prepared by:

Name: Mark L. Bacon Title: Business Development Director

Primary Telephone: (919) 662-7272 Fax: (919) 662-7320

Email: mlbacon1@bellsouth.net

Name of Engineering Firm: Engineering Services, PA

Name of Engineer: Todd Steele, PE

Mailing Address (if other than above): PO Box 1849

City: Garner State: NC Zip: 27529

Primary Telephone: (919) 662-7272 Fax: (919) 662-7320

Email: tssteele@bellsouth.net Federal Tax ID #: 56-1951411

PROJECT TYPE

Check all that apply:

- DRINKING WATER**
- Drinking Water Source
 - Drinking Water Treatment
 - Drinking Water Transmission/Distribution
 - Drinking Water Storage
 - Other: explain in project description (Including green projects)

- WASTEWATER**
- Wastewater Treatment
 - Wastewater Collection
 - Water Reclamation or Land Application facilities
 - Sewer System Rehab
 - Other: explain in project description (Including green projects)

Projected Construction START Date: July 2013 County(s) Served: Edgecombe

of NEW customers (connections) TO BE SERVED by project

	Water	Wastewater
Residential	0	0
Business	0	0
Total(s)	0	0

of customers (connections) CURRENTLY served

	Water	Wastewater
Residential	1,019	970
Business	79	75
Total(s)	1,098	1,045

North Carolina Water/Wastewater Common Application Form

For use by ARC, CWMTF, DENR, DOC, and Rural Center applicants.

PROJECT STATISTICS

Applicants must fill out this section completely as project statistics are used to score the application. For assistance with completing this section please visit the Rural Center [website](#).

Poverty Rate:

31.0%

Ability To Pay:

3.01

Median Household Income

(updated): \$26,842

Population:

2,024

County Tier #:

1

Project Description

PLEASE PROVIDE A DESCRIPTION OF THE PROJECT SPECIFICALLY ADDRESSING THE DETAILS OF EACH MAJOR ACTIVITY (I.E. WHO, WHAT, WHERE, WHY AND HOW). INDICATE IF THIS WILL BE A PHASED CONSTRUCTION PROJECT.

Rationale: (1 paragraph max)

- Problems and/or compliance issues that project will alleviate
- Local, regional and/or state need for project
- Critical circumstances or emergency situations that compel project to be funded

Benefits: (1 paragraph max)

- Results and accomplishments to be derived from project
- Other non-quantifiable benefits (e.g. partnership, improved standard of living, etc.)

Performance Measurement:

- Outputs (i.e. 1,000 LF of 8-inch PVC pipe)
- Outcomes (i.e. fully functioning line)
- Number of jobs created (see agency guidelines)

(Detail all quantifiable measures, including leveraged private investment resulting from the project.)

A significant portion of Sharpsburg's water distribution system was installed between 1930's to the 1950's. Much of this system is constructed asbestos cement (AC) mains. The age and composition of this system is a source for the Town's high water losses, which were 39.80% in 2011 and 40.85% in 2012. Water mains and related components have experienced significant deterioration, resulting in numerous system deficiencies. Persistent line breaks, joint separations, and undetected leaks result in continuous repairs and high water losses. As a result, the Town has historically purchased far more water from the City of Rocky Mount than it bills its customers. The costs for unaccounted water losses cannot be passed onto system users, and are either absorbed by the Town or recaptured via high user rates.

The proposed project will provide the Town the necessary information and planning to address and resolve system deficiencies. Conducting a leak detection survey will locate and identify system leaks associated with distribution lines and hydrants. Next, an audit will provide information on how much water is lost and what the possible sources may be, such as flushing, leaks, or inaccurate meters. A meter replacement study will review the ages, locations, and types of meters to determine which meters, if any, need replacement. Combined, this information will allow the Town to prioritize and design needed improvements. Project results will enable the Town to initiate a program to systematically replace deteriorated parts of the water system. Long-term benefits, such as reduced losses and strain on water resources, will result when this plan is implemented.

The water system study has multiple outputs. First, an acoustical leak detection survey will be conducted. Equipment will be used to scan distribution lines and hydrants, locating underground leaks by measuring the sound waves they create. This will allow such leaks to be identified and located. Second, a water loss audit will be conducted to determine sources and amounts of unaccounted water losses, which will include a review of water production reports, water billing records, repair records, financial audits, and other information sources. Also, a meter replacement study will be used to identify meters that have reached or passed their useful life. This information will be used to provide alternatives and costs for a system-wide replacement strategy. Finally, a preliminary engineering report (PER) will be developed, which will identify system deficiencies, recommend and prioritize system improvements, and provide cost estimates.

North Carolina Water/Wastewater Common Application Form

PROJECT BUDGET

For use by ARC, CWMTF, DENR, DOC, and Rural Center applicants.

Complete the project budget addressing the categories provided in the table below (insert rows/columns as needed).

NOTE: Engineering costs shall be held to the USDA or EPA fee curve, depending on the funding partner.

Cost Description	ARC	CWMTF	DENR	DOC	Rural Center	Local	Other	Total Cost Amount
Leak detection study						\$5,000.00		\$5,000.00
Water loss audit						\$2,500.00		\$2,500.00
Meter replacement study					\$6,000.00			\$6,000.00
Preliminary engineering report					\$7,500.00			\$7,500.00
Report printing & binding					\$750.00			\$750.00
Construction Sub -Total	\$0.00	\$0.00	\$0.00	\$0.00	\$14,250.00	\$14,250.00	\$0.00	\$28,500.00
Contingency								\$0.00
Engineering Design								\$0.00
Permitting								\$0.00
Land Surveying Costs								\$0.00
Easement Preparation								\$0.00
Closing Fee (if applicable)								\$0.00
Construction								\$0.00
Administration/Observation								\$0.00
Grant and/or Loan								\$0.00
Administration					\$750.00			\$750.00
Legal Costs								\$0.00
Other (specify)								\$0.00
Administration Sub-Total	\$0.00	\$0.00	\$0.00	\$0.00	\$750.00	\$750.00	\$0.00	\$1,500.00
TOTAL PROJECT COST	\$0.00	\$0.00	\$0.00	\$0.00	\$15,000.00	\$15,000.00	\$0.00	\$30,000.00
Status of Funding (pending or secured)					Pending	Secured		

North Carolina Water/Wastewater Common Application Form

For use by ARC, CWMTF, DENR, DOC, and Rural Center applicants.

CERTIFICATION BY CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

The attached statements and exhibits are hereby made part of this application and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. He/She further certifies that:

- 1 as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;
- 2 that the governing body agrees that if a grant and/or loan is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the governing body agrees to provide for proper maintenance and operation of the approved project after its completion;
- 4 that the applicant has substantially complied with or will comply with all federal, state and local laws, rules and regulations and ordinances as applicable to this project; and
- 5 that the applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, administration and repayment of all principle and interest on loans of the project.
6. that the applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the applicant's most recent audit report, and that the applicant is in substantial compliance with provision of the general fiscal control laws of the State.
7. that the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local governments only.)

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

Elton Daniels

Town Manager

04/22/13

TYPED NAME

TYPED TITLE

DATE

Please note: ORIGINAL signatures are required for each agency application.

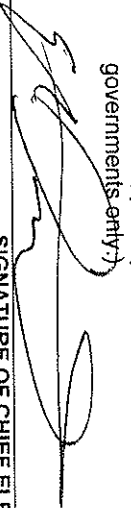
North Carolina Water/Wastewater Common Application Form

For use by ARC, CWMTF, DENR, DOC, and Rural Center applicants.

CERTIFICATION BY CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

The attached statements and exhibits are hereby made part of this application and the undersigned representative of the applicant certifies that the information in this application and the attached statements and exhibits is true, correct, and complete to the best of his/her knowledge and belief. He/She further certifies that:

- 1 as Authorized Representative, he/she has been authorized to file this application by formal action of the governing body;
- 2 that the governing body agrees that if a grant and/or loan is awarded, the applicant will provide proper and timely submittal of all documentation requested by the Grantor Agency;
- 3 that the governing body agrees to provide for proper maintenance and operation of the approved project after its completion;
- 4 that the applicant has substantially complied with or will comply with all federal, state and local laws, rules and regulations and ordinances as applicable to this project; and
- 5 that the applicant will adopt and place into effect on or before the completion of the project a schedule of fees and charges which will provide for the adequate and proper operation, maintenance, administration and repayment of all principle and interest on loans of the project.
6. that the applicant has followed proper accounting and fiscal reporting procedures, as evidenced by the applicant's most recent audit report, and that the applicant is in substantial compliance with provision of the general fiscal control laws of the State.
7. that the (Town or County), North Carolina is organized and chartered under the laws of North Carolina. All officials and employees are aware of, and in full compliance with NCGS 14-234, "Director of public trust contracting for his own benefit, participation in business transaction involving public funds; exemptions." (For units of local governments only.)



SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE
Elton Daniels TOWN Manager 05/08/2013
TYPED NAME TYPED TITLE DATE

Please note: ORIGINAL signatures are required for each agency application.

Water Purchased vs
Water Sold

2

3

4

Notices of Violat

6

PLANNING GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING

between

North Carolina Rural Economic Development Center, Inc.

and

Town of Sharpsburg

(applicant)

Project Title: Water System Study

Address: PO Box 1759

Sharpsburg, NC 27878-1759

The purpose of this Memorandum of Understanding is to outline conditions and regulations for a general working relationship between the North Carolina Rural Economic Development Center (Rural Center) and the applicant organization regarding the Rural Center Planning Grants Program.

The following conditions and regulations apply to all Rural Center Planning Grant Projects:

Timely Contracting

Final award of funds will be made only after the other project funds have been committed and written evidence of this commitment has been received by the Rural Center. Projects are expected to be under contract within six months of award. The Rural Center shall retain the right to deobligate any funds awarded in connection with a project that is not under contract by this time. The Rural Center approval date will be incorporated in the contract as the Commencement Date.

Additional Funding Specifications

Financial information provided by the applicant should be in sufficient detail to show the maximum level of federal, state and local resources committed to the project. Project expenditures must contain line item expenses. Rural Center funds are intended to be used for the project identified in the application and pursued by the unit. These funds are not to be used to supplant other federal or state funds or to divert existing resources to other projects. Rural Center funds are supplemental to other resources and will not represent total funding for the project.

Disbursement Policy

The Rural Center will disburse up to 75 percent of Planning grant funds upon submission of satisfactory evidence other funds have been drawn down by 90 percent and that 100 percent of local funds, if committed, have been expended. Documentation in support of expenses must accompany the Financial Request Form. The final 25 percent will be disbursed upon completion of the project and submittal of the final approved product. The grant administration line item will be paid in a pro rata manner, based on the percentage of progress reports completed and submitted on time, to the center, during the course of the project.

Project Schedule

A timeline has been provided to the Rural Center as part of the application package. This represents the adopted schedule for this project. The grantee understands that the Rural Center will establish the date for termination of its contract using this information and that time is of the essence. Updates or changes to the project schedule must be

provided to the Rural Center as they are adopted by the grantee for use in administering this project. Rural Center reserves the right to reject or ask for further clarification regarding the timeline and its implementation.

Changes in Project Scope

It is clearly understood that a change in the project scope may not be implemented without prior written approval from Rural Center and submission to Rural Center of evidence of other funders approval of the change(s). A change of scope will include any change to the project design, capacity of the system, the number and/or type of customers served, or equipment items purchased.

Changes in Project Funding

It is further understood that if the grantee receives additional funding for the project after the Rural Center approval, these funds cannot be used to reduce the amount of local funds pledged or to displace other grant funds committed to this project; any such action could result in the reduction of the Rural Center Planning grant by the amount of funds added to the project. If new funds are made available to this project, the Rural Center must be notified immediately. Likewise, it is understood that the local share, as pledged to the Rural Center in the original application, will not be diminished in the event of a cost underrun in the completed project.

Cooperation with Primary Funder and Rural Center

It is understood that the grantee will cooperate with its other funders as identified in the application and will provide information and reports as prescribed by the funder and will adhere to all applicable regulatory and/or statutory requirements of the Primary Funder and the State of North Carolina particularly as they relate to the procurement of goods and services and in the maintenance of proper accounting records.

Reporting Procedure

Quarterly progress reports will be submitted to Rural Center as set forth in the terms of the contract document to be executed. The first report will be due 90 days from the date of award. Subsequent quarterly reports will be required until project completion and close of the contract.

Final Report

A final report is required and will be due upon close of the project. This report must be submitted and approved by the Rural Center prior to disbursement of final funds.

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

Elton Daniels – Town Manager

TYPED NAME AND TITLE

04/22/13

DATE

NCGS 159, Subchapter (IV), Article 4, Local Government Bond Act, provides that the net debt of any unit cannot exceed 8% of the assessed value of property subject to taxation by the unit. Revenue bonds and Installment Purchase Agreement debt, while regulated by the LGC, are currently not covered in this limit. NCGS 162A, Article 1, Water and Sewer Authorities, provides that such authorities have the power to issue revenue bonds and revenue refunding bonds to finance capital improvements, subject to LGC approval.

In reviewing applications for Planning Grant Funding, the Rural Center will take into consideration the applicant's financial position relative to other, similar units of local government (as through the Ability to Pay Ranking

SIGNATURE OF CHIEF ELECTED OFFICIAL/AUTHORIZED REPRESENTATIVE

Elton Daniels – Town Manager

TYPED NAME AND TITLE

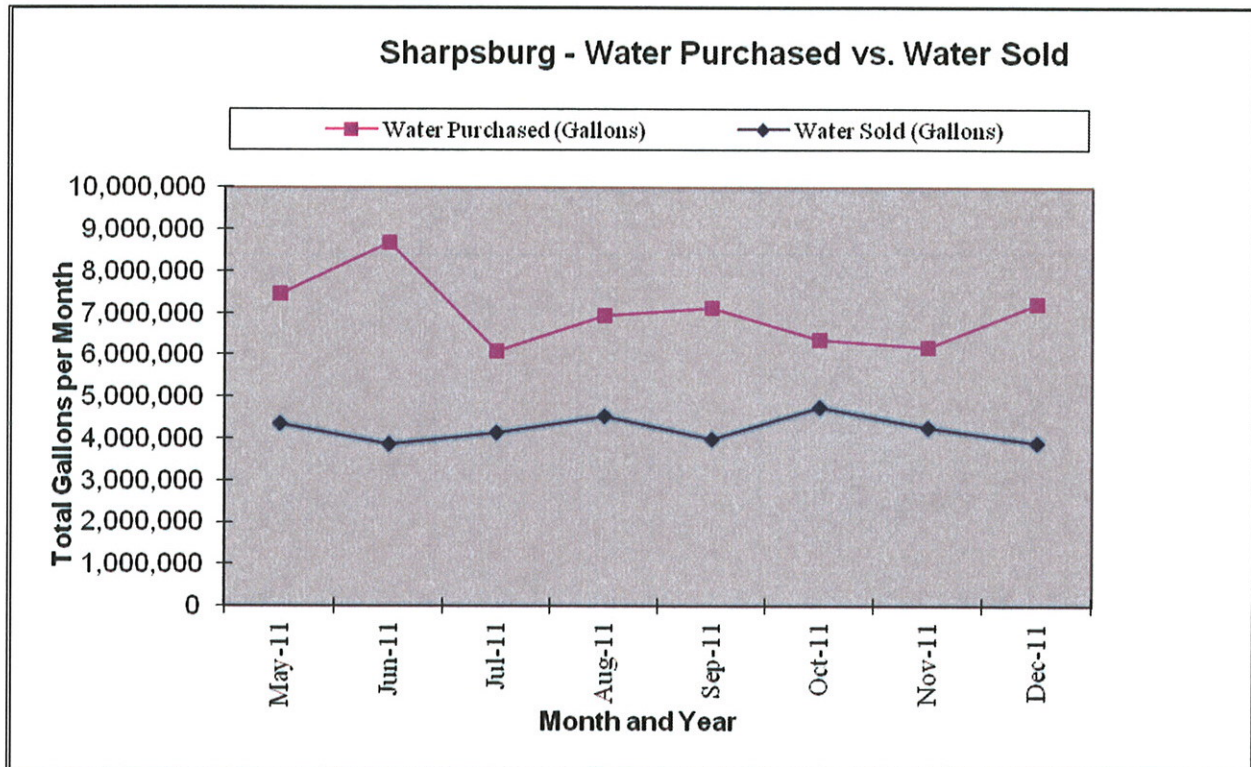
04/22/13

DATE

Town of Sharpsburg - Water Purchase and Billing Quantities

May 2011 - December 2011

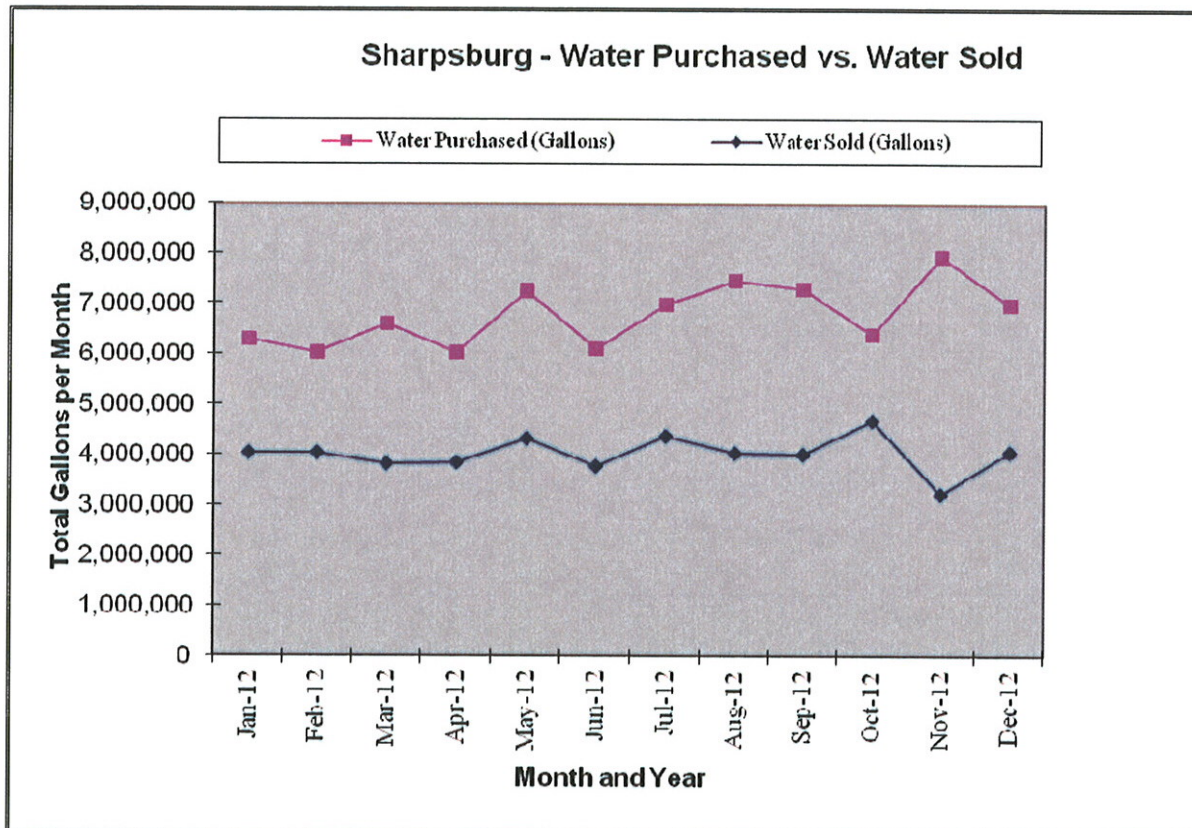
	Water Produced	Water Sold
Month-Year	(Gallons)	(Gallons)
May-11	7,468,000	4,353,270
June-11	8,671,000	3,865,291
July-11	6,102,000	4,140,801
August-11	6,932,000	4,523,036
September-11	7,123,000	3,993,034
October-11	6,369,000	4,743,283
November-11	6,180,000	4,249,963
December-11	7,231,000	3,887,779
Totals	56,076,000	33,756,457
Averages (GPD)	262,037	157,740
% Loss		39.80%



Town of Sharpsburg - Water Purchase and Billing Quantities

January 2012 - December 2012

	Water Purchased	Water Sold
Month-Year	(Gallons)	(Gallons)
January-12	6,304,000	4,040,128
February-12	6,034,000	4,034,073
March-12	6,621,000	3,823,921
April-12	6,054,000	3,840,708
May-12	7,266,000	4,325,087
June-12	6,123,000	3,785,873
July-12	7,001,000	4,370,928
August-12	7,473,000	4,035,004
September-12	7,311,000	4,008,009
October-12	6,411,000	4,690,395
November-12	7,939,000	3,219,123
December-12	7,001,000	4,055,952
Totals	81,538,000	48,229,201
Averages (GPD)	222,781	131,774
% Loss		40.85%



Lenessa Hawkins

From: Rich Evoy [riche@edmundsassoc.com]
Sent: Tuesday, October 28, 2014 3:17 PM
To: lhawkins@sharpsburgnc.com
Subject: Edmunds & Associates agreement - please confirm receipt
Attachments: image001.png; ATT00001.htm; Contract - Sharpsburg, NC.pdf; ATT00002.htm

Good Afternoon Lenessa,

We're excited about adding the Town of Sharpsburg to our client family.

The agreement as requested by Mike is attached for your review, let me know if you have any questions. After award by council please forward a purchase order along with the signed agreement to start the implementation.

We are looking forward to working with you and the Town of Sharpsburg on this project.

Best regards,

Rich

**Edmunds & Associates, Inc.
MCSJ Contract – Town of Sharpsburg, NC**

Contract Terms & Conditions

A. Introduction.

This contract dated 6th day of November, 2014 defines the responsibilities of the Town of Sharpsburg, NC (client) purchasing MCSJ computer system application software and/or hardware from Edmunds & Associates, Inc. (vendor). The Proposal for MCSJ Application Software dated 10th day of June 2014 is an addendum to this contract.

B. Vendor Responsibilities and Mutual Promises and Covenants

Whereas, Edmunds & Associates, Inc. is responsible for providing all hardware, system software, and MCSJ application software on the attached proposal, and

Unless otherwise noted training of MCSJ application software and installation of system software and hardware is the responsibility of the vendor, and

Whereas, Edmunds & Associates, Inc. is committed to providing the client with the highest level of support that is needed to ensure a successful installation.

Now therefore, in consideration of the mutual promises and covenants, the parties hereto agree that the client shall pay Edmunds & Associates, Inc., an amount as set forth herein, for services set forth in this document and in the vendor's response to the RFP (or attached proposal), all of which are hereby incorporated into and made part of this Contract. In addition the parties hereto agree as follows:

C. Client Responsibilities.

The client is expected to maintain the training schedule that is agreed upon and strict adherence to this schedule and performance of the tasks assigned to the client will greatly assist in the implementation of the client's new software application system.

The client's staff must dedicate adequate time and their undivided attention during training and completion of required tasks between sessions.

D. Hardware.

All hardware provided by the vendor will either meet or exceed the specifications listed on the latest proposal, and unless noted otherwise, the manufacturer's product listed on the proposal will be that provided by the vendor.



Now therefore, no responsibility is assumed for hardware not purchased from Edmunds & Associates, and the original manufacturer warrants all hardware proposed for one year.

E. Third Party Software.

Whereas, all third party software purchased by the client is covered by the original manufacturer's warranty and is bound by the stated license agreement, and the vendor assumes no responsibilities for these products.

Now therefore, support for these products is solely from the original software manufacturer and not from the vendor and this includes off the shelf software products such as MS Office, Lotus, Google docs and the like.

F. MCSJ Application Software.

Whereas, all Edmunds & Associates' MCSJ application software is covered by a one-year warranty that includes any upgrades or modifications made to the application software during this time period, and client is licensed to use each MCSJ application software module purchased from the vendor at one site and may copy the software for backup purposes only.

The client's MCSJ application software license is renewed on an annual basis by payment of a software support fee.

Now therefore, MCSJ software end user documentation is for the client's use only and may not be distributed outside of the client's site.

G. Support Agreements and Fees.

Whereas, vendor provides annual support agreements for both MCSJ application software and any hardware or system software provided by us, the first year of support for both is provided at no charge to the client.

Now therefore, regardless of when you purchase your computer system, the client will be invoiced for support and maintenance on a calendar year basis and if the client purchases the system in the middle of a year, the first year's maintenance will be prorated to account for the time remaining from the clients first year of gratuitous support and all maintenance fees are due on January 1st of the year that is to be covered by the agreement.

Edmunds & Associates breaks down support into two areas; MCSJ application software and hardware and/or system software. The application software support is mandatory to continue the use of the vendors MCSJ application systems.

The cost of application software support for the first non-gratuitous year will be based upon the MCSJ application software product's current list price.

The hardware and system software maintenance agreement is strongly recommended, but is not mandatory to receive service on these items. If a hardware agreement has not been executed, the client will be billed on a time and materials basis.



H. Conversion of Existing Data

Whereas, if Edmunds & Associates, Inc. agrees to convert some or all of the clients existing data, the cost and detail of this project will be on the attached proposal.

It is the client's responsibility to get the data in a format acceptable to the vendor. If a third party is used to assist in the conversion, and for any reason the third party does not perform, is laggard in performing this task, or performs in error, Edmunds & Associates is not liable or susceptible to any damages and reconciliation of converted data is solely the responsibility of the client.

I. Payment terms

Payment I	Installation of MCSJ Software	50%	\$ 27,932.50	
Payment II	Sixty days after implementation start	40%	\$ 22,346.00	
Payment III	Upon final acceptance	10%	\$ 5,586.50	
			Total	\$55,865.00

Annual support agreements are invoiced separately each calendar year as per section H.

J. Software License

Whereas, Edmunds & Associates hereby grants to Client a personal, nonexclusive, and nontransferable license and right, for the duration of this Agreement, to use any software accessed or obtained by Client hereunder solely in accordance with the applicable Request for Proposal and for no other purposes.

Now therefore, client shall not, and shall not permit End Users to (a) distribute, sell, assign, transfer, or sublicense the software, or any part thereof, to any Third Party; adapt, modify, translate, reverse engineer, de-compile, disassemble, or create derivative works based on the software or any part thereof; (c) copy the software, in whole or in part, without including appropriate copyright notices; (d) except for providing electronic banking services to Client's customers, use the software in any manner to provide service bureau, time sharing, or other computer services to Third Parties; (e) export the software outside the United States, either directly or indirectly.



K. Acceptance

In Witness Whereof, it is the intent of the parties that Vendor and Client have signed this Contract and further, that the parties have executed this Contract the day and year first written above.

Witness: Edmunds & Associates, Inc.

_____ By: _____

Printed name/title

Witness: Town of Sharpsburg, NC

_____ By: _____

Printed name/title

RESOLUTION 2014-_____

**RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE TOWN OF SHARPSBURG AMENDING
THE TOWN OF SHARPSBURG PERSONNEL POLICY**

WHEREAS, the Town of Sharpsburg Personnel Policy permits hiring and firing decisions to be made solely by the town manager.

WHEREAS, department heads of the Town, including the Town Clerk, are asked to attend all regular and special meetings of the Board of Commissioners in addition to working a full forty hour work week.

WHEREAS, although the Town is not required to compensate such administrative employees for overtime as they are exempt from the Federal Fair Labor Standards Act of 1983, it is the desire of the Board of Commissioners to provide such administrative employees with compensatory time off for their attendance at Board of Commissioner meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF SHARPSBURG that the Town of Sharpsburg Personnel Policy is hereby amended as follows:

Section 1:

ARTICLE V. THE PAY PLAN

Section 10. Overtime

(A) Employees in positions determined to be "exempt" from FLSA (as Executive, Administrative, or Professional staff) will not receive pay for hours worked in excess of their normal work period. These employees shall accrue one hour of compensatory time off for every hour spent attending a meeting of the Town Board of Commissioners. Compensatory time accrued by such employees shall be used upon approval of the Town Manager. Compensatory time accrued shall be used, if possible, within thirty (30) days of the date in which it was accrued.

Section 2: These amendments shall become effective upon passage.

Section 3: Any provisions of the Personnel Policy inconsistent herewith are hereby repealed.

DULY ADOPTED this the 6th day of November, 2014.

TOWN OF SHARPSBURG

Randy Weaver, Mayor

ATTEST:

Tracy Sullivan, Town Clerk

(SEAL)

**AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF THE TOWN OF
SHARPSBURG PROHIBITING THE USE OR INSTALLATION OF PRIVATE WATER
WELLS EXCEPT UNDER SPECIFIC CIRCUMSTANCES**

WHEREAS, the Town of Sharpsburg provides water to citizens of the Town through the Town's water system; and

WHEREAS, the installation of private water wells could jeopardize the water quality of the Town's water supply system as well as jeopardize the financial integrity of the same; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE TOWN OF SHARPSBURG that pursuant to North Carolina General Statute 160A-317, the Town Board of Commissioners hereby adopts this ordinance to prohibit the installation or continued operation of private water wells except in the below detailed instances.

Section 1: Amendments to the Town Code of Ordinances:

CHAPTER 53.

SECTION 53.14. WATER WELLS

A. Property that is served by a water well when it is annexed may continue the water well supply until there is a failure of the water well for which repair requires a plumbing permit from the Town or until ordered by the County Health Department to discontinue the use of the water well.

B. Upon failure of a water well the owner will be required to connect to the public water system if it is reasonably available as determined by the Town.

C. In the event that a sanitary sewer line is installed within 25 feet of a water well (centerline of the sewer line to center of the well), the water well shall be capped and the property shall be required to connect to the Town's water line. All connection fees shall be waived.

D. Customers making application to connect to Town sewer that are currently using a well for domestic water supply will be required to connect to public water if public water is reasonably available. If water service is not available and the Town chooses not to extend water service to the

property, the customer will be required to install a well meter in accordance with Section 51.064 (B) to provide for billing of sewer service.

E. At such time as a property that has been supplied by a water well connects to the Town's water system, the water well supply shall be completely disconnected from the residential plumbing system. Under no circumstances shall a water well be connected to the Town's distribution system either directly or indirectly. Such a connection is an illegal cross-connection and creates an uncontrolled public health hazard.

F. Water wells will not be allowed to provide water supply to any property inside the Town of Sharpsburg Water Service Area, except as follows:

- (i) When the Town cannot or will not extend service: If water service is desired, the owner shall first submit a petition. If the petition is not accepted by the Town and the Board of Commissioners does not order the improvements installed, the Town may allow a water well to serve the property. In such cases, the property owner must obtain written authorization from the County for the water well and submit it to the Town prior to release of the building permit.
- (ii) When a property owner desires a water well for irrigation purposes only, the Town must ensure that there is no crossconnection with the Town water supply.

Section 2: These amendments shall become effective upon passage.

Section 3: Any provisions of the Code inconsistent herewith are hereby repealed.

DULY ADOPTED this the 6th day of November, 2014.

TOWN OF SHARPSBURG

Randy Weaver, Mayor

ATTEST:

Tracy Sullivan, Town Clerk

(SEAL)