

Bertie County Board of Commissioners



September 6, 2016
2:00pm

	Ronald "Ron" Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V

BERTIE COUNTY BOARD OF COMMISSIONERS

September 6, 2016

Meeting Agenda

This agenda is only a tentative schedule of matters the Commissioners may address at their meeting and all items found on it may be deleted, amended or deferred. The Commissioners may also, in their absolute discretion, consider matters not shown on this agenda.

2:00 -- Mr. James Eure, Vice President of the SECU in Ahoskie will present background and operational guidance based on the Hertford County collaborative project to develop housing for school teachers.

3:00 -- Recreation Master Plan Update—Dr. Paige Viren and Mr. David Hodges will share a proposed schedule for community input sessions and other outreach strategies to develop countywide comprehensive recreational programming. They will also seek the Board’s guidance and direction for the “visioning process” to guide the future planning for recreation facilities and services for all areas of the County.

4:00-4:05 Call to Order and Welcome by Chairman Trent

4:05-4:10 Invocation and Pledge of Allegiance by Commissioner Lee

4:10-4:25 Public Comments (*3 minute time limit per speaker*)

(A)

***** APPOINTMENTS *****

4:25-4:35 (1) Presentation by Jennie Bowen, Region Q Workforce Development Director, Mid-East Commission

4:35-4:45 (2) Tobacco-Free Initiatives presentation by Lisa Phillips, Albemarle Regional Health Services, and Pam Diggs of the NC Tobacco Prevention Control Branch

4:45-4:55 (3) Presentation by Patricia Heath of Princesses on a Mission

Board Appointments (B)

1. Nursing Home/Adult Care CAC Board

Consent Agenda (C)

1. Approve minutes for Regular Session 8-22-16
2. Approve minutes for Joint Meeting – Board of Education – 8-24-16
3. Approve Project Fund Agreement, Series Resolution, and Bond Order to BB&T’s proposal at 1.23% for the amount of \$1,717,000 – Water District III
4. Register of Deeds Fees Report – August 2016
5. Certification of Eligibility – Trillium Playground Grant
6. Tax Release Journal – July 2016

*****OTHER ITEMS*****

Discussion Agenda (D)

1. Review and consider continued effort to reactivate 2009 Rural Center grant and project ordinance approved previously on September 21, 2015
2. Proposed Agenda for September 14th Work Session
3. Discuss or approve first draft of 2016-2017 Board of Commissioners meeting schedule

Commissioners’ Reports (E)

County Manager’s Reports (F)

County Attorney’s Reports (G)

Public Comments Continued

3 minute time limit per speaker

Closed Session

Pursuant to N.C.G.S. § 143-318.11(a)(3) to go into closed session to consult with the County Attorney in order to preserve the attorney-client privilege that exists between the attorney and this public body.

Pursuant to N.C.G.S. § 143-318.11(a)(4) to discuss matters relating to the location or expansion of industries or other businesses in the area served by the public body, including agreement on a tentative list of economic development incentives that may be offered by the public body in negotiations. The action approves the signing of an economic development contract or commitment, or the action authorizing the payment of economic development expenditures, shall be taken in an open session.

Pursuant to N.C.G.S. § 143-318.11(a)(5) to establish, or to instruct the public body’s staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating (i) the price and other material terms of a contract or proposed contract for the acquisition of real property by purchase, option, exchange, or lease; or (ii) the amount of compensation and other material terms of an employment contract or proposed employment contract.

Pursuant to N.C.G.S. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of employment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Recess



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: Work Session -- #1

DEPARTMENT: Governing Body

SUBJECT: Mr. James Eure, Vice President of the SECU in Ahoskie will present background and operational guidance based on the Hertford County collaborative project to develop housing for school teachers.

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

ATTACHMENTS: Yes – 1) Draft – Letter of Interest
2) Hertford County - proposal

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

From: Scott Sauer
Sent: Wednesday, August 31, 2016 1:23 PM
To: Sarah Tinkham
Subject: FW: first draft re: housing initiative

Draft.....

August 10, 2016

SECU Foundation Grant Program
Attn.: Jama Dagenhart, Executive Director
PO Box 25966
Raleigh, NC 27611-5966

Re: Letter of Interest

Dear Ms. Dagenhart,

The Bertie County Board of Commissioners is seeking State Employee Credit Union Foundation support to assist with underwriting the construction of a housing project in Windsor, NC.

Our approach is similar to the Partners for Hertford County Public Schools, which received assistance from the SECU Foundation several years ago to develop housing for school system employees, especially teachers new to the area and were experiencing difficulty finding rental housing.

In Bertie County, our experience with limited housing options for young professionals extends beyond school teachers, and the Board of Commissioners has established a workforce development housing initiative to widen our approach to all public sector employers.

Recruiting and retaining school teachers remains a top priority, and the local Superintendent of Schools reported that during a recent hiring cycle of fourteen (14) new teachers, only three were able to secure housing within the borders of Bertie County. Likewise, we hear regular reports from the local prison facility operated by the State Department of Public Safety that one of the employment barriers for hiring correction officers continues to be the lack of adequate and affordable rental housing.

Bertie County's efforts to hire deputies for the Sheriff's Department and EMT-Paramedics, is also impacted by the same issue—the lack of desirable and convenient local housing.

The Bertie County Board of Commissioners proposes to develop a unique housing complex specifically tailored to the employees of state and local government who serve in Bertie County. Available housing units would serve the State prison, highway patrol officers, Department of Transportation employees, public school teachers and all local government staff from law enforcement and public safety to public health nurses and social workers. And of course, all of these employees are eligible for membership at the State Employee and Local Government Credit Unions.

The County owns a 5.5 acre tract of land located within the corporate limits of the Town of Windsor, and utilities at this location (water, sewer and electricity) are also provided by the Town of Windsor. Early discussions with the Town's

Board of Commissioners indicate that there is strong support for this type of project, which will boost the local economy with expanded patronage of restaurants and other retail establishments.

The County's housing initiative includes the establishment of a housing authority to govern the operations of the facility with representation from the County, the Town of Windsor, the school system and State government.

An initial design for forty-eight (48) units is envisioned with both two and three bedroom units.

Financial support from the SECU Foundation is a key element to the success of this project and we would welcome the opportunity to discuss this project with you at your earliest convenience.

Sincerely yours,



Scott T. Sauer – County Manager
[Bertie County, NC](#)
(252) 794-6112

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LETTER OF INTEREST

Section 1: Executive Summary

Hertford County Public Schools desires to recruit, retain, and support highly qualified teachers. It is our goal to reach the next level of support for our teachers by providing adequate housing during the first three crucial years of their career.

Hertford County is a rural county located in northeastern North Carolina. There is very little industry located in the county and very limited financial resources. The socio-economic level is very low and our schools struggle to meet the state's expectation for student academic growth. The poverty rate is high. It is extremely difficult to recruit and retain highly qualified teachers. Three years ago, the teacher turnover rate in Hertford County was the highest in the state at 30%. While we have worked hard to improve that rate, there is still much left to be done to get it even down to the state average.

Housing is a crucial component of economic competitiveness when recruiting and retaining teachers. Hertford County Public Schools is located in an area with limited available housing. The lack of housing opportunities creates a problem for both recruiting and retaining teachers. If insufficient housing is available, teachers choose to locate elsewhere. The first three years of a new teacher's career are considered the most crucial years. This is when turnover is most prominent. Hertford County Public Schools believes in providing support for our teachers in all aspects. Teachers who are comfortable in their personal and work environment are more likely to have an acceptable attitude about their job.

Hertford County Public Schools is requesting this project to provide adequate housing for its new teachers. The new teacher housing project would provide apartments for new teachers to live in. The completion of this project in Hertford County would actually double the possible apartments that our community provides for new teachers to live in.

Everyone has familiar with the 3 R's - Reading, Writing and Arithmetic. It is our goal to support our teachers a step further by providing housing as a benefit much needed. It is believed that this new teacher housing project will provide 4 additional R's - Recruitment, Retention, Relations and Referral. Not all of the rationales of the 4 R's will have the same weight for every new teacher but all are equally crucial.

R1 - Recruitment -

- o Provides an affordable place to live immediately upon hire
- o Great for Recruitment. Sets our district apart from other districts in the eyes of potential employees, making our district a "district of choice"
- o Cuts cost involved for new teachers in relocating
- o Cuts down on time spent searching for a place to live

R2 - Retention -

- o Accommodates teachers housing needs
- o Allows teachers to focus on work-related issues sooner
- o Serves as a catalyst for the retention of highly qualified teachers

- Benefits all stakeholders
- Reduces the cost assumed with teacher turnover (replace and training costs)

R3 – Relations –

- Creates a community of networking opportunities from peers
- Provides immediate access to housing if needed in a housing area where others in the same professions reside
- Provides a partnership between the community and schools
- Supports teachers' housing needs

R4 – Referral -

- Allows for districts to have teachers to be referred to a district with housing provided for them rather than having to search for housing on their own, especially where housing is limited
- Makes the county more attractive for teachers who are referred here

This new teacher housing project is a prime example of "people helping people". It will impact our community in the area of education and housing. It would have a direct impact on the lives of the new teachers in Hertford County Public Schools. It will also benefit our school system by creating a very complete recruiting tool for our system to use in attracting and retaining highly qualified teachers. Being able to recruit and retain highly qualified teachers in our classrooms will directly improve the quality of education provided for our students. Improvements in our student achievement will improve the perception of our school system and this will improve the community at large. Our teacher turnover rates will decrease as a result. In addition, this project will have a regional impact and can be used as a model project for other counties who are also having difficulties in recruiting and retaining teachers. Many northeastern North Carolina counties also suffer from a lack of adequate housing availability. Many counties across the state will get in line to request a new teacher housing project to come to their county. It is hoped that the success of this project would reach all areas of the state as a model program to be replicated across North Carolina.

There has been much enthusiasm and a high level of active support shown for this project in Hertford County.

- The Hertford County Commissioners donated the land to the school system to be used for the construction of the new teacher housing project.
- The Hertford County Board of Education donated the land to the foundation to be used for this project.
- The Hertford County Partners for Education has agreed to manage the new teacher housing project.
- The Ahoskie Town Council has rezoned the land to permit construction of the project.
- Nucor Steel, Perdue Farms and other business have agreed to donate funds to help connect the sewer system.
- The State Credit Union has completed a preliminary drawing of the complex.
- Forty-two (42) business have committed to support new teachers by participating in a special benefit package to attract and retain teachers in the district

There is a definite collaborative effort to make this new teacher housing project a success in Hertford County. This collaboration should demonstrate the community's need and desire to have this new teacher housing complex here in order to help recruit and retain highly qualified teachers.

This project can make a big difference for the SECU, the school system, the community, the teachers, as well as, communities all across North Carolina. The need is real.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: Work Session -- #2

DEPARTMENT: Governing Body

SUBJECT: Recreation Master Plan Update—Dr. Paige Viren and Mr. David Hodges will share a proposed schedule for community input sessions and other outreach strategies to develop countywide comprehensive recreational programming. They will also seek the Board’s guidance and direction for the “visioning process” to guide the future planning for recreation facilities and services for all areas of the County.

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes – 1) Discussion Agenda/Specific Questions – two documents
2) Survey Instrument
3) Staff and Advisory Council Meeting
4) Suggested Focus Group Script/Questions

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Bertie County Board of Commissioners Work Session for the Bertie County Comprehensive Systemwide Parks and Recreation Plan 2017

September 6, 2016: Bertie County Board of Commissioners Work Session

Discussion

1. CRMP Public Meeting Sites and Schedule

- Suggestions from the BOC regarding public meeting sites/locations in each district.
 - Consider a public meeting in each of the five county districts
 - Give thought to the need to combine resources where it makes sense
 - Need location information as well as a local contact from each commissioner
- Support from BOC for attendance
 - Ideas/suggestions on how to increase participation
 - Goal is to have excellent participation from each district

2. Survey instrument feedback

- Commissioners review draft questionnaire prior to work session September 6th and provide comments, feedback, and or ideas for distribution.

3. BOC Recreation Visions

- Fill out or consider the recreation questions in advance to allow a discussion about the needs and preferences of the commissioners regarding recreation programs and facilities in the county.

4. Creation of an Ad Hoc Recreation Advisory Committee

- Consider individuals representing businesses, schools, and recreation leaders (coaches, facility managers, boosters).
- Seeking county-wide representation.
- Need a group of 5-7 people for the Recreation Advisory Committee to provide valuable feedback during the planning process and to give approval to the final plan.
 - A Recreation Advisory Committee gains points on the PARTF application.

5. Suggestions from BOC

Bertie County Board of Commissioners Work Session

1. What recreation opportunities are available currently in Bertie County?
2. What would you like to see in the community in the future?
3. What recreation opportunities do visitors use in Bertie County?
4. Do you have any concerns or suggestions for current offerings?
5. What are some other areas of recreation that offer similar services to the community, outside of Bertie County?

Bertie County Parks and Recreation Staff Meeting and Advisory Council Meeting

1. What would you like to see in the community in the future?
2. What are some areas of recreation competition?
3. What would you like to see in the community in the future?
4. What recreational opportunities do visitor use?
5. Do you have any concerns/suggestions for current offerings?

Bertie County Parks and Recreation Survey Instrument

Through the leadership of Bertie County Parks and Recreation and Bertie County Board of Commissioners, Bertie County has initiated an effort to update the Bertie County Comprehensive Systemwide Park and Recreation Master Plan. A key component of this project will be the input of citizens. This survey is designed to determine parks and recreation needs and levels of interest and participation of citizens across the county. Community members are encouraged to share approximately 15 minutes of their time in helping Bertie County identify the key role parks and recreation play in the health and well-being of the community, as well as gauge community support. Results of the survey will also provide the framework and priorities for the County's future recreation programs and facilities.

Your participation is **voluntary** and you may stop the survey at any time. All responses will remain completely **confidential** and will never be linked to any participant individually. Thank you in advance for your time and participation.

Surveys may be physically returned to any of the following locations:

Bertie County Parks and Recreation Department
101 W. School St.
Windsor, NC 27983

Surveys may be returned by mail to the following address:

Bertie County Parks and Recreation Department
PO Box 530
101 W. School St.
Windsor, NC 27983

For questions, contact Paige P. Viren, Ph.D. at East Carolina University - 252-737-2425

Q1 Do you or anyone in your household participate in any public recreation programs or use any public recreation facilities in Bertie County?

- Yes
- No

If 'No' Is Selected, Then Skip To Question 8

Q2 What types of programs do you or anyone in your household participate in? Please select all that apply.

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Youth sports | <input type="checkbox"/> Youth programs | <input type="checkbox"/> Special events |
| <input type="checkbox"/> Adult sports | <input type="checkbox"/> Classes | <input type="checkbox"/> General park activities |
| | <input type="checkbox"/> Senior activities | |

Q3 What specific public programs do you or anyone in your household participate in? Please write the name(s) below.

Program 1

Program 2

Program 3

Program 4

Program 5

Q4 What public recreation facilities do you or anyone in your household use? Please write the name(s) below.

Facility 1

Facility 2

Facility 3

Facility 4

Facility 5

Facility 6

Facility 7

Facility 8

Facility 9

Facility 10

Q5 On average, how many hours per week do you or someone in your household participate in any public recreation programs or use any public recreation facilities in Bertie County?

- Less than 1 hour per week 4-7 hours 12-15 hours
 1-3 hours 8-11 hours More than 15 hours per week

Q6 Please indicate your level of agreement with the following statement.

‘Public parks and recreation opportunities have improved my health and/or the health of others in my household.’

- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

Q7 Please rate your satisfaction of the following about public parks and recreation in Bertie County.

	Very Dissatisfied	Dissatisfied	Neutral	Satisfied	Very Satisfied	N/A or Don't Know
Program variety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Program fees	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Quality of Instructors	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Location of facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Quality of facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Facility availability	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Q8 Are you familiar Bertie County Parks and Recreation?

- Yes
- No

If ‘No’ Is Selected, Then Skip To Question 15

Q11 Please rate the quality of each of the following items.

	Very poor	Weak	Fair	Good	Excellent	N/A or Don't Know
The existing Bertie County Parks and Recreation programs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The existing Bertie County Recreation facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The accessibility of Bertie County recreation programs	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
The accessibility of Bertie County recreation facilities	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Q12 What are your three favorite recreation activities that are provided by Bertie County Parks and Recreation? Please write the name(s) below.

Activity 1 _____
 Activity 2 _____
 Activity 3 _____

Q13 What three programs or activities would you like to see provided in the future by Bertie County Parks and Recreation? Please write the name(s) below.

Activity 1 _____
 Activity 2 _____
 Activity 3 _____

Q14 How do you receive information about park and recreation programs/events sponsored by Bertie County Parks and Recreation? Please select all that apply.

- Newspaper
- Brochure/Flyers
- Posters
- County website
- Email
- Facebook
- Word of mouth
- Alertnow (phone message)
- Other (specify below)

Q15 How often do you or anyone in your household visit the X during each of the following seasons?

	Less than once a month	Once a month	Once a week	More than once a week	Never
Fall	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Winter	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Spring	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Summer	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Q16 How important are park and recreation facilities and programs to the quality of life in Bertie County?

- Not at all Important
- Very Unimportant
- Neither Important nor Unimportant
- Very Important
- Extremely Important

Q17 What three public recreation and park facilities would you like to see developed or built in Bertie County? Please write your response(s) below.

Facility 1 _____
 Facility 2 _____
 Facility 3 _____

Q18 What facilities would you like to see added to X Park? Please write your response(s) below.

Q19 How important are the following reasons to your participation in parks and recreation activities?

	Not at all Important	Very Unimportant	Neither Important nor Unimportant	Very Important	Extremely Important
Stay active (improve physical health)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Spend time with family	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Socialize with friends	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Meet new people	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Be outdoors/Enjoy nature	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Club/Group activity	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Participate in sports	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Relieve stress or anxiety	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>
Other (Please specify below)	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>	<input type="radio"/>

Q20 Which of the following reasons limit your participation in recreation program/activities in Bertie County? Please select all that apply

- Too busy
- Aging/Less able to get out
- Not interested
- Not enough activities for children
- Not enough activities for teens
- Not enough activities for adults
- Not enough activities for older adults
- Too crowded
- Lack of transportation
- Cost/Fees of participation
- Unaware of/Don't know about activities

Other (specify below) _____

Q21 Would you support the use of Bertie County funds for the following items?

	Yes	No
New or renovated parks and recreation facilities	<input type="radio"/>	<input type="radio"/>
Existing or new parks and recreation programs	<input type="radio"/>	<input type="radio"/>

Q22 Please indicate your level of agreement with the following statement.

‘New recreation facilities should be developed at school sites for use by the public during non-school hours.’

- Strongly Disagree
- Disagree
- Neither Agree nor Disagree
- Agree
- Strongly Agree

Q23 Why should new facilities not be developed for public recreation use during non-school hours? Please write your response below.

Q24 How many times per month do you or members of your household visit school parks or playgrounds during non-school hours?

- Less than once a month
- Once a month
- Once a week
- More than once a week

Thank you for answering questions about parks and recreation in BertieCounty. We would like to conclude this survey by requesting demographic information. Please tell us about yourself.

Q25 Which of the following best describes your household?

- Single
- Couple with no children
- Single-parent household with children
- Couple with children
- Retired, no children

Q26 If you have children at home, how many children do you have in each of the following age groups? Please record a single digit number next to each category.

For example, a son age 6 and a daughter age 8 would result in a '2' next to the '6 to 11 years of age' category.

Under 6 years of age _____

6 to 11 years of age _____

12 to 18 years of age _____

Q27 Is your home located in Bertie County?

- Yes
- No

If 'No' Is Selected, Then Skip To **Question 35**

Q31 Is your home located within a town or city in Bertie County?

- Yes
- No

If 'No' Is Selected, Then Skip To **Question 33**

Q32 Which municipality is your home located in?

- Askewville
- Aulander
- Colerain
- Kelford
- Powellsville
- Merry Hill
- Roxobel
- Windsor
- Other (specify below) _____

Q33 How long have you lived in Bertie County?

- Less than 5 years
- 6 – 10 years
- 11 – 20 years
- More than 20 years

Q34 Which of the following best describes your home in Bertie County?

- Primary home
- Secondary/Summer home

- Rental Property

Q35 How old are you?

- 18 – 24
- 25 – 35
- 36 – 44
- 45 – 64
- 65+

Q36 Are you of Hispanic, Latino, or Spanish origin?

- No, not of Hispanic, Latino, or Spanish origin
- Yes, Mexican, Mexican Am., Chicano
- Yes, Puerto Rican
- Yes, Cuban
- Yes, another Hispanic, Latino, or Spanish origin

Q37 What is your race?

- | | | |
|--|---------------------------------------|--|
| <input type="radio"/> White | <input type="radio"/> Chinese | <input type="radio"/> Guamanian or Chamorro |
| <input type="radio"/> Black, African Am. | <input type="radio"/> Filipino | <input type="radio"/> Samoan |
| <input type="radio"/> American Indian or Alaska Native | <input type="radio"/> Japanese | <input type="radio"/> Other Asian |
| <input type="radio"/> Asian Indian | <input type="radio"/> Korean | <input type="radio"/> Other Pacific Islander |
| | <input type="radio"/> Vietnamese | |
| | <input type="radio"/> Native Hawaiian | |

Q38 What is your gender?

- Male
- Female

Q39 What is the highest level of education that you have completed?

- Less than 9th grade
- 9th-12th grade, no diploma
- High school graduate, includes GED
- Some college, no degree
- Associate Degree
- Bachelor's Degree
- Graduate or Professional Degree

Q40 What is your total household income?

- Under \$20,000
- \$20,000-40,000
- \$40,000-60,000
- \$60,000-80,000
- \$80,000-100,000
- \$100,000+

Q41 Finally, are there any additional comments you would like to share regarding Bertie County Parks and Recreation and its programs and facilities? Please write your response(s) below.

Thank you for your participation in this survey. Your feedback will be used to improve Bertie County Community Schools and Recreation and overall quality of life in Bertie County.

-----End of Survey-----

Focus Group Questions

1. What types of activities do you engage in to stay active and healthy in Bertie County and where do you go to participate in such activities?
2. What types of organized public recreation programs do you engage in at the public recreation facilities in Bertie County?
3. What is the best thing about parks and recreation opportunities in Bertie County?
4. What is the largest problem with parks and recreation opportunities in Bertie County?
5. What is the one thing that would help you engage in more parks and recreation activities?
6. Would you rather see improvements to facilities (new or renovated) or programs (new and expanded)?
 - a. If facilities, which ones need to be renovated or what type of facility needs to be added?
 - b. If programs, which ones need to be expanded or what type of program needs to be added?
7. If you could select one improvement to be made to parks and recreation in Bertie County, what would that improvement be and why?
8. Is there anything else that could be put in place to strengthen Bertie County Parks and Recreation?

Bertie County Board of Commissioners



September 6, 2016
4:00pm

	Ronald "Ron" Wesson	District 1
	Stewart White	District II
	Tammy A. Lee	District III
Chairman	John Trent	District IV
Vice Chairman	Ernestine (Byrd) Bazemore	District V



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: A-1

DEPARTMENT: Governing Body

SUBJECT: Presentation by Jennie Bowen, Region Q Workforce Development Director, Mid-East Commission

COUNTY MANAGER RECOMMENDATION OR COMMENTS: FYI only.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): FYI only.

ATTACHMENTS: No

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: A-2

DEPARTMENT: Governing Body

SUBJECT: Tobacco-Free Initiatives presentation by Lisa Phillips, Albemarle Regional Health Services

COUNTY MANAGER RECOMMENDATION OR COMMENTS: FYI only.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): FYI only.

ATTACHMENTS: Yes – 1) Email with pertinent NC General Statute

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

From: Lisa Phillips <lisa.phillips@arhs-nc.org>
Sent: Friday, August 26, 2016 1:21 PM
To: Sarah Tinkham
Cc: Scott Sauer
Subject: RE: Questions for Lisa -- Tobacco Free Initiative

Hi Sarah-

In response to your email:

There is no state law prohibiting smoking and/or the use of tobacco products inside or outside local government buildings. Smoking is prohibited inside state buildings and the law **grants the authority** for local governments to prohibit smoking and tobacco use in local government buildings, vehicles, grounds, and indoor public places. Here is a summary of the laws (below).

We can cover this in the presentation.

Thank you for your question and enjoy your weekend,
Lisa

Smoking and Tobacco Use Restrictions

Smoking is prohibited in several specific types of public places in North Carolina, including:

- state government buildings and vehicles,
- long-term care facilities and
- all restaurants and bars.

The use of tobacco products, including e-cigarettes, is prohibited completely in and on the grounds of:

- public schools and
- state correctional facilities.

G.S. 130A-491 to 130A-498 (2010), G.S. 115C-407 (2007), G.S. 131D-4.4 (2007) and G.S. 131E-114.3 (2007). Administrative rules 10A NCAC 39C .0101-.0103 implemented for the smoke-free restaurants and bars law. (2010)

Stronger Local Government Laws on Smoking and Tobacco Use

Stronger local laws/ordinances further restricting smoking and tobacco use are allowed in enclosed public places, (where the public is permitted or invited), local government buildings, local government vehicles and all local government grounds.

G.S.130A-498 (2010)

To: Lisa Phillips <lisa.phillips@arhs-nc.org>
Cc: Scott Sauer <scott.sauer@bertie.nc.gov>
Subject: Questions for Lisa -- Tobacco Free Initiative

Lisa,

Hope you're doing well.

The County Manager asked that I forward along some questions for you regarding the tobacco-free initiative. Feel free to address these in your presentation as well.

His main question is if you know of any State law that prohibits smoking inside and outside local government buildings such as our Administrative Building, our Courthouse, etc. He wanted to see if there was a State statute already in place, and to what degree the statute requires tobacco-free areas.

He didn't know if these initiatives would also prohibit smoking at the entrances (and require smokers to be on the sidewalk further from the building, for example, and if that pertained to County owned vehicles, etc.).

Hope this makes sense.

Call me with any questions.

Sincerely,

Sarah S. Tinkham

Clerk to the Board/Exec. Asst. to the County Manager

Bertie County Board of Commissioners

106 Dundee Street

PO Box 530

Windsor, NC 27983

Switchboard: (252) 794-5300

Fax: (252)794-5327

sarah.tinkham@bertie.nc.gov

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) that may be sent in response to it may be considered public record and as such are subject to request and review by third parties.



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: A-3

DEPARTMENT: Governing Body

SUBJECT: Presentation by Patricia Heath of Princesses on a Mission

COUNTY MANAGER RECOMMENDATION OR COMMENTS: FYI only.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): FYI only.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Princesses on a Mission, Inc.

Have A Heart of Gold For Children With Pediatric Cancers and Rare Diseases

104 East Watson Street

Windsor, NC 27983

Greetings Bertie County Commissioners,

On behalf of Princesses on a Mission, our board members, and the children with pediatric cancer and rare diseases, we like to thank for the opportunity to talk to Bertie County Commissioners about Princesses on a Mission and our mission.

Who we Are?

Princesses on a Mission with grassroots effort, we make effort to meet the needs of the parent, child, and siblings, by providing for their emotional, spiritual, financial, and social needs. Recognizing the critical needs of families, POAM established and has since developed comprehensive programming which includes providing of creative, child-focused hospital and home outreach activities, financial assistance social and emotional support services, and ongoing advocacy.

Patient and Family Services

Here at POAM we work hard to provide non - medical, supportive care to children with cancer and rare diseases and their families in the Eastern North Carolina. This important work is supported largely by a variety of fund raising events and by the generous contributions of individuals, churches and business donors At Princesses on a Mission, we believe pediatric cancer can be cured in our lifetime. We also believe the journey through the childhood cancer experience is best done in community, with support from family, friends, medical professionals and organizations designed to meet the unique needs that childhood cancer presents. Princesses on a Mission's Patient and Family Services Programs aim to provide encouragement, support and assistance by offering our patients and families tangible resources that will ease the burden and serve as reminders that you are supported by the POAM community.

Early Outreach

POAM recognizes the difficulties a childhood cancer diagnosis can present, which is why we believe so strongly in early outreach. By connecting you to your childhood cancer community at the outset of your child's diagnosis, you will begin to recognize that you are not alone on this journey. POAM's early outreach program intends to pull you from a place of isolation and set you in the center of a community of supporters. Being a POAM family allows you to gain access to important resources that will assist you as you navigate through the world of childhood cancer.

POAM Totes are an integral part of our Early Outreach Program. These Totes, which are given to families at diagnosis, symbolize the beginning of our relationship with, and commitment to, the patients and their families throughout this journey. The Tote includes items that we believe the family will find useful including a Tip Booklet written by parents who have shared a similar journey.

POAM's Early Outreach Program is strengthened by our overwhelming desire to ensure families do not feel alone – especially in the beginning. We will make weekly visits to the outpatient clinics and inpatient units of hospitals to connect with families early in their diagnosis as well as reassure all families, regardless of the diagnosis date, that we want to be a continued source of support throughout the journey.

How do we serve our children? First and foremost, we have prayer warriors praying for these children and their families. We offer support in the hospital, by visiting the children in the hospital as their favorite Storybook Princesses and Superhero's. Our characters want to provide a magical experience to children whose spirits may be uplifted by a smile and a hug from their favorite princess or super hero. Each visit's session will last for one to two hours, the activities will include arts and craft activities like jewelry making, stuffed animal creation, sand art, and bag decorating and story time.

While we are visiting the children this can give the parents or caretaker a chance to take a break and do activities that may need to be take care of. Princesses on a Mission is visiting two children's hospital, which are James and Connie Maynard Children's Hospital in Greenville. We also offer volunteer to sit with the children by respite care, offering comfort and support. We also find that children and their families' needs changes as they continue to fight their battle with cancer and rare diseases. Providing immediate family support for financial burdens and essential needs is important to us. Being a volunteer-based organization, we rely heavily on our volunteers and the community provide for these children needs. We have four outreach programs- Hospital, Home, Financial Relief and Advocacy and Awareness.

Our Financial Relief Program

Pediatric Cancer takes quite a toll on the entire family and one of the parents will often find they must choose between his or her job and being able to be with their sick child. The medical bills are astounding not to mention the expense of gas back and forth, food and this is on top of the emotional trauma they are facing as a family. To ask for help is such a humbling experience and Princesses on a Mission knows that when a family reaches the point of asking for financial help, they are truly in need, the struggle to feed, pay the bills, and care for themselves can be overwhelming, a little help goes a long way.

Hospital Outreach

In an effort to become a comprehensive and fully-accessible program, POAM has created a plan to bring camp to those children who are too sick to leave a hospital facility. Once each quarter, our organization will bring an exciting day camp experience to the children's hospital. POAM representatives will present to the hospital dressed as

various storybook characters to provide a magical experience to children whose spirits may be uplifted by a smile and a hug from their favorite princess or super hero. Each day's session will last for one to two hours, and the activities will include arts and craft activities like jewelry making, stuffed animal creation, sand art, and bag decorating.

Home Outreach

To further buttress our outreach to children, we plan to provide children who are currently undergoing treatment for cancer or another major illness with the opportunity to receive a special visit from their favorite princess or superhero. In celebration of a birthday or other special occasion, parents may contact our organization to schedule a home visit or a free party from one of their child's favorite storybook characters. It is our desire to allow these children the opportunity to forget about their battle with illness and experience only the joys of childhood for a day. Through these personal experiences we will strive to make miracles come true, incorporating personalized adventures during each visit, such as a princess coronation or a knighting ceremony.

Advocacy and Awareness

Princesses on a Mission will undertake widespread awareness campaigns through which we will promote the support of research leading to a cure for all children diagnosed with life-threatening diseases. As part of this initiative, POAM will plan and promote Family Days and social outings to encourage knowledge and togetherness within our community. These fun outdoor events will be focused on families with children suffering from life-threatening illness, together with other members of our community, and will feature activities such as a bounce houses and three-legged races in an effort to create laughter and fun memories in spite of a looming diagnosis. At each event there will be an inspirational or educational speaker to deliver a message of advocacy and support to all attendees.

Bereavement Care

When a family loses a child to cancer or a rare disease, we hope the family will look to POAM for essential bereavement support. Through our Weekend of Hope and healing families not only have an opportunity to share the weekend with other parents who understand, but also give the families resources and tools to help them move forward in their grief.

POAM is committed to providing support, comfort, encouragement, and resources tailored to meet the unique needs of all of our grieving families. Legacy of Love is a day-long retreat that encourages families who have attended our Hope and Healing Weekend five times to gather together in fellowship while celebrating and honoring the lives of their children in a more relaxed, recreational atmosphere.

What We Do?

Through grassroots effort, we make effort to meet the needs of the parent, child, and siblings, by providing for their emotional, spiritual, financial, and social needs. Recognizing the critical needs of families, POAM established and has since developed comprehensive programming which includes providing of creative, child-focused

hospital and home outreach activities, financial assistance social and emotional support services, and ongoing advocacy.

Our Campaigns

Let's Go Out to the Ballpark

For the last two years we have partner with the Edenton Steamer for our annual fundraiser. Princesses on a Mission and Edenton Steamers come together for a great cause Childhood Cancer and Rare Diseases. The fans cheer for their favorite ball player and wait for 7th inning and the silent auction begins. You only have to be the highest bid to get their jersey. The last two years has been successful.

Have a Heart of Gold for Children with Cancer

Did you know that September is Pediatric Cancer Awareness Month? 46 children will be diagnosed every day in the US alone and 7 children will lose their battle every day. Princesses on a Mission, a nonprofit organization that supports children with cancer and their families of Eastern NC, is helping to raise awareness for these children. Place on your mailbox, office door, house wreath, business door- anywhere to help spread awareness of pediatric cancer. Donation of \$10 or more. Find them at various Princesses on a Mission events in June- August or call Patricia Heath at 252-484-1110. BE THE VOICE for these children. Let's say that Bertie County has a Heart of Gold for Children with Cancer in September as GOLD!

Clock Your Neighbor or Enemy

Princesses on a Mission this September during Childhood Cancer Awareness Month by "Clocking" your friends or enemies!

We will place a Cinderella clock and decorations in a yard of your choice to "surprise" your friends, increase awareness, and remind everyone how valuable the gift of time is to families who have a child diagnosed with cancer.

Pricing:

For a twenty four hour clocking: \$25

Insurance (to be clock free: \$10

Dates are limited

Our Golden Heart Campaign

Princesses on a Mission is representation of a Golden Heart that represents that each child is a Princesses or a Knight in the eyes of their families and within others. You may donate only one dollar and place your name on a shield in "memory" or in the "honor" of a Princesses on a Mission Golden Heart. When you make a donation you are helping raise awareness of Pediatric Cancer, and Pediatric Rare Diseases. And in an effort to promote awareness of pediatric cancer – we are asking local business, churches, and organizations to assist our mission

Our Princess Ball

...a magical evening of royal splendor for Fathers and Daughters

Surrounded by music and laughter, dads and daughters dine, dance, and create a special memory while giving back to local children's charities.

The Princess Ball believes that dads inspire their daughters in profound ways; this event celebrates and honors that unique relationship. Together with their dads, girls learn

about local children's charities, discovering that compassion and caring for others makes life more meaningful.

The Princess Ball celebrates the next generation of philanthropic girls as they dance the night away with the most important man in their life.

Our Buddy Bags/Chemo Bags

Princesses on a Mission is excited to announce our 2nd annual Buddie/Chemo Bags to be delivered to James and Connie Maynard Children's Hospital and Children's Hospital of the Kings Daughters for newly diagnosed cancer patients. Our bags will be filled with both fun and activity based items as well as "comfort" items that will make their stay at the hospital room seem more like home. Our bags will have the Princesses on a Mission name embroidered on each one. Each pack will be tailored to meet individual needs and likes. Each pack will include an age appropriate craft or activity, pens and pencils, I Tune cards, Lego's, craft supplies, socks and Burt's Bee Chap sticks are just a few items.

Our Birthday bags

Princesses on a Mission has put together our Birthday Bags in January and was delivered to James and Connie Maynard Children's Hospital and Children's Hospital of the Kings Daughters for children in January. These bags will be donated to children that will be in the hospital on their birthday. Image being in the hospital on your birthday, not a good feeling. Our bags had age appropriate craft or activity, pens and pencils, and toys.

Through the Eyes of A Child

I'm a child with **CANCER**. My average age is 6. **EVERYDAY** two classrooms of kids (45) are diagnosed with cancer in the US. Seven die **EVERY DAY**. Worldwide a child is diagnosed with cancer every 3 minutes. I'd like to have another birthday, but some brain cancers make **my wish** difficult to come true. If I had the "**GOOD CANCER**", and there is no "good cancer" and there is **NO GOOD CANCER**, then 9 Out of 10 children will live. I don't want to**BE THE ONE**. More than 95% of childhood cancer survivors will have a significant health-related issue. These side effects are the result of the cancer treatment. **We need less harsh treatments**. The National Cancer Institute budgets 4% for childhood cancer even though cancer is the **#1 cause of death** by disease among children. Whoever said that winning isn't everything, obviously never had cancer. **BE OUR VOICE**.

HELP PRINCESSES ON A MISSION HELP CHILDREN WITH CANCER AND THEIR FAMILIES IN EASTERN NORTH CAROLINA



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: B-1

DEPARTMENT: Governing Body

SUBJECT: Nursing Home/Adult Care CAC Board

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Nursing Home/Adult Care CAC

Immediate Vacancies: N/A

Position Vacancy:

Board	Term	Name	Began	End
Nursing Home/Adult Care CAC	1 year	Gwen Bond-Williams	---	---
Nursing Home/Adult Care CAC	1 year	Lillian Faulk	---	---

Special requirements: N/A

Notes:

Attendance of Current Members: N/A

Applications Received:

2 – Lillian Faulk, Gwen Bond-Williams

Current Members (unexpired):

1. Clara Barrow
2. Mary Davis
3. James S. Pugh
4. Rev. Gail P. McNeil
5. Barbara Alexander
6. Anthony Peele

This document will expire on 6/30/18



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: William Jane Faulk

Home Phone Number: 252-794-1580 Mobile: 252-794-0230

Home Fax Number: 252-794-1666

Email Address: justjane.809@gmail.com

Home Address: 809 Taylor Street Windsor, N.C. 27983

Mailing Address: Same As Above

Are you a full-time resident of Bertie County? Yes No

How long have you been a full-time resident of Bertie County? 5 yrs. (Bertie is my birth county)

Do you live within any corporate or town limits? Yes No Which: _____

County Commissioner District: I
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Retired Employer: —

Business Address: —

Business Phone Number: — Business Fax: —

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- 1. Economic Development
- 2. Planning-Finance
- 3. Citizen's CONCERN (?)
- 4. Nursing Home/Adult Care CAC

Qualification for specific category: The ability to network, Comp Research, Verbal Skills, Promotion+Planning

Name of any Bertie County Board/Commission/Committee on which you presently serve: None

If reapplying for a position you presently hold, how long have you served? Not Applicable

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

My wife's experience lets me believe that the Knowledge I've gained and being willing to apply it to achieve success and give for the "greater good" is beneficial in any area.

Do you have any delinquent Bertie County taxes? Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

I'm a 1963 graduate of W.S. Etheridge High School enrolled at Elizabeth City State and attended for 1 year, relocated to NYC, became full time employed and over the years worked in Finance and Accounting for Westinghouse Broadcasting & Cable, Radio City Music Hall, Verizon. Received my Bus. Certificate from Monroe Bus. Inst. Attended Fordham University Majoring in Accounting. I also hold a 6 week full attendance (required) Certificate from Duke CODE OF ETHICS Brad Street.

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: JUN. 14 '16 Applicant's Signature: Lillian Jane Faulk

Return application to:

Sarah S. Tinkham
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
sarah.tinkham@bertie.nc.gov

Note:

*All information on this document is subject to the Public Records Law and will be released to the public upon request.

**Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.

***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: 6/24/16

Received By: Sarah Tinkham

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This document will expire on 6/30/18



APPLICATION FOR BERTIE COUNTY AUTHORITIES, BOARDS, COMMISSIONS, AND COMMITTEES

Name: Gwen Bond-Williams

Home Phone Number: Mobile: 252-325-0580

Home Fax Number:

Email Address:

Home Address: 607 Holley Avenue Windsor, N.C. 27983

Mailing Address: SAME AS ABOVE

Are you a full-time resident of Bertie County? Yes No

How long have you been a full-time resident of Bertie County? 18 yrs.

Do you live within any corporate or town limits? Yes No Which: Windsor

County Commissioner District: I
(This information can be obtained from the Bertie County Board of Elections at 252-794-5306)

Occupation: Retired Employer:

Business Address:

Business Phone Number: Business Fax:

Please list in order of preference the Boards/Commissions/Committees on which you would like to serve:

- 1. Children Resources
- 2. Economic Development
- 3. Planning Committee
- 4. Nursing Home/Adult Care CAC Board

Qualification for specific category: Children Resources: retired from PA educational system.

Name of any Bertie County Board/Commission/Committee on which you presently serve: NONE

ASW.
LSD

If reapplying for a position you presently hold, how long have you served? Not Applicable.

Based on your qualifications and experiences, briefly describe why your services on this Authority/Board/Commission/Committee would be beneficial to the County:

Twenty-two years serving the Pa. educational system with educational concentrations in infant-toddler children overall performance.

Do you have any delinquent Bertie County taxes? Yes No

Other information you consider pertinent: (i.e., education, occupational background, civic memberships, related work experiences, etc.) If necessary, you may add additional pages:

I was President and Founder of United National for Change. A program specifically designed for delinquent youth and child abuse and adult services. This program let me use my ability to counsel, provide clothing, food and compassion.

CODE OF ETHICS

By submitting this application and by my signature below, I pledge that, if appointed, I agree to comply with the attached Code of Ethics as adopted by the Bertie County Board of Commissioners.

Date: 6-15-2016 Applicant's Signature: Suren Bond-Williams

Return application to:

Sarah S. Tinkham
PO Box 530
106 Dundee Street
Windsor, NC 27983
Fax: (252) 794-5327
sarah.tinkham@bertie.nc.gov

Note:

*All information on this document is subject to the Public Records Law and will be released to the public upon request.

**Interest to Service forms remain current for two years. Following that, the applicant may wish to contact the Clerk to the Board's Office for an updated form.

***Applications must be on file in the Clerk to the Board's Office 7 days prior to consideration for appointment.

FOR OFFICE USE ONLY

Date Received: 6/24/16

Received By: Sarah Tinkham

[Handwritten initials]



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: C-1

DEPARTMENT: Governing Body

SUBJECT: Approve minutes for Regular Session 8-22-16

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Windsor, North Carolina
August 22, 2016
Regular Meeting

The Bertie County Board of Commissioners convened for its regular meeting at 7:00PM inside the Aulander Community Building located at 116 S. Commerce Street, Windsor, NC. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I
Stewart White, District II
Tammy A. Lee, District III
John Trent, District IV
Ernestine (Byrd) Bazemore, District V

Absent: None

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
Assistant County Attorney Jonathan Huddleston
Finance Officer William Roberson
Tax Administrator Jodie Rhea
Emergency Services Director Mitch Cooper
EMS Division Chief Crystal Freeman
Network Administrator Joe Wilkes
Sheriff John Holley
Deputy Tonya Todd
Deputy LaShonda Bond
Deputy Parrish Weston
Deputy Danielle Colon
Deputy Richard Oliver

Gene Motley of the Roanoke-Chowan News Herald and Leslie Beachboard of the Bertie-Ledger Advance were present from the media.

CALL TO ORDER

Chairman Trent called the meeting to order, and thanked the Aulander community for hosting. He also thanked all citizens present for their attendance.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner White led the Invocation and Pledge of Allegiance.

PUBLIC COMMENTS

As a representative of her brother, Carnell Pillmon, Janice Pillmon Ricks expressed her concerns with the Board about the violence in the Town of Aulander. She stated that on August 2nd, Mr. Pillmon sustained serious injuries after being senselessly beaten at the Rice Avenue Recreation Complex in Aulander. Days later, Mr. Pillmon's home was also vandalized. Mrs. Ricks called for action by the Board and local community to help ensure that the Aulander community continues to work towards a safe living environment for all citizens.

Jacqueline White of Dolly's Chat & Chew Café was present to inform the Board that she would be opening up a restaurant in the Town of Aulander in the very near future. She requested that the Board keep her in mind if they become aware of any small business grants. She presented her business plan, a menu, store layout, and photos to the Board. The address of the Café is 111 W. Main Street in Downtown Aulander. She also requested that the Board seriously consider assisting the Town with additional police presence in order to combat long area gangs, and make the area safer for all citizens. No opening date was announced at this time.

The Commissioners took this time to respond to the two previous public comments.

The Board concurred that collaboration between the Board and local towns is strongly encouraged, and citizens should use every opportunity to report suspicious and violent activity to the Bertie County Sheriff's Office.

Phyllis Sexton of Aulander also expressed her concerns about the safety of Aulander's senior citizen community. She stated that there have been multiple instances where she was afraid for her elderly mother and friends in the Aulander community. She also encouraged the County seek grants to assist in the improvement of life in Aulander through public safety, recreation, and other endeavors.

Sheriff John Holley introduced 5 new deputies including: LaShonda Bond, Parrish Weston, Richard Oliver, Tonya Todd, and Danielle Colon. Sheriff Holley also responded to the various comments made this evening about public safety in Aulander, and stated that he is working closely now with the Town of Roxobel to secure a satellite office in the old Southern Bank Building. He stated that he was more than willing to collaborate with other towns as well in order to resolve public safety issues.

Aulander Town Commissioner, Ron Popell, also announced that the Town of Aulander currently has 3 police officers, and that 2 more were about to be hired. He encouraged all citizens to be

vocal when they see crime happening in their neighborhoods to immediately report it anonymously to the Sheriff's Office or Town Police.

Mayor Pro-Tem, Ms. Bobbi Parker, was also present to inform the Board of another road block that has materialized regarding the securing of another Aulander Police Chief. She mentioned that only one application had been received, so finding appropriate candidates is also a struggle faced by the Town.

At this time, there were no other public comments.

APPOINTMENTS

Greetings and a college update from Roanoke Chowan Community College (RCCC)'s new president, Dr. Jimmy Tate, introduced by Board of Education Chairman, Ms. Tarsha Dudley

Dr. Jimmy Tate, the new President of RCCC, came forward to introduce himself to the Board. He mentioned that it was an exciting time to be a part of RCCC, and that he had been visiting various towns and counties within RCCC's service area to meet and network with elected officials.

Dr. Tate asked that the Board reach out in the event that the County finds that they have any training needs, and that he was looking forward to working closely with the County in the future.

The Board welcomed Mr. Tate and wished him luck in his new position.

Public Hearing – USDA Rural Development loan application to purchase ambulance vehicles and needed equipment

Chairman Trent opened the public hearing to provide citizens the opportunity to voice their comments or concerns regarding the County's intent to submit a loan application with the USDA to purchase ambulance vehicles and needed equipment.

After opening the floor to public comments, there were no public comments made on this endeavor.

Commissioner Lee read a letter from Bill and Dell Clough which described their support of the EMS program.

The letter read into the record is below:

June 1, 2016

Director Mitchell Cooper
Bertie County Emergency Services
106 Dundee St.
PO Box 530
Windsor, NC 27983

Dear Director Cooper,

I wanted to take the opportunity to sincerely thank you for your dedication to our community. Due to recent events, my wife and I have experienced firsthand the high quality and thorough work of your Emergency Services Department, specifically the Bertie County Rescue Team.

On the morning of May 17th, my wife, Dell Clough, unexpectedly had a massive heart attack while I was outside working in our yard. Thankfully she was able to call me on my cell phone to alert me and I was able to call 9-1-1. Within what seemed like seconds of calling for help, I heard sirens and prepared for EMS to arrive. Upon arrival, the team instantly identified that Dell was suffering from a heart attack and called Vidant EastCare to meet us at Vidant Bertie's Emergency Department. I have no doubt that God and your team's quick response and identification of Dell's condition saved her life. Later, I was told that from the time that EMS was paged until Dell was in the Cath Lab at the Heart Institute in Greenville, only a little over 60 minutes had elapsed! We're still in awe of the rapid and precise work carried out by your rescue team.

The immediate response of the Bertie County Rescue Team, along with their great communication and team work, was invaluable that morning. Our community is very fortunate to have such critical resources managed and carried out by such intelligent and kind people such as yourself and your rescue team.

Words cannot express how thankful I, Dell & my family are for your thought, effort and diligence that so evidently go into supporting & training your Emergency Services staff. Thank you so much for all that you do.

We are forever grateful,


Bill & Dell Clough

County Manager Sauer requested that the Board make a motion to allow the County Manager and Emergency Services Director to move forward with the loan application as drafted in order to obligate amounts for two different loans. The loans have a fixed interest rate of 2.75% and would cover the purchase of ambulance vehicles and needed equipment.

The Board commended Ms. Miller for her diligence with this project and encouraged her to seek out any other grant or loan opportunities for other areas of County interest.

Ms. Miller explained that the Board has the full authority to either accept or decline one or both of these loans as the Board deems appropriate. She confirmed that she will work with the County to ensure that the County will have adequate time and information to make these decisions.

After a short discussion, Commissioner Wesson made a **MOTION** to move forward with the needed resolution to hold interest rates at 2.75% for both loans in the amounts of \$788,000 and \$610,000 for needed ambulance vehicles and equipment. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The resolution reads as follows:

Resolution No: _____

BE IT RESOLVED

That the Commissioners of the County of Bertie authorizes the Chairman and Clerk to the Board to pursue USDA Loan assistance from the USDA - Rural Development for the purchase of ambulances and equipment. The proposed loan amount is **\$788,000 for the first loan and \$610,000 for the second loan** and is reflected on Forms RD 1942-47, "Loan Resolution". In that regard, the Chairman and Clerk to the Board are hereby authorized to initiate / sign any required paperwork with regard to obtaining the loans in the amount of \$788,000 and \$610,000. This authorization includes acceptance of the Letter of Conditions when prepared by USDA.

That the Commissioners of the **County of Bertie** will adopt Form RD 442-7 - Operating Budget, when prepared to reflect repayment of the loan:

That the Chairman and Clerk to the Board be authorized to execute all forms necessary to obtain the two loans from Rural Development, including, but not limited to the following forms:

Form RD 1942-47-1	Loan Resolution
Form RD 1942-46	Letter of Intent to Meet Conditions
Form RD 442-7	Operating Budget
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1940-1	Request for Obligation of Funds
Form RD 1910-11	Applicant Certification Federal Collection Policies
Form AD-1047	Certification Regarding Debarment Primary Covered Transactions
Form AD-1048	Certification Regarding Debarment Lower Tier Covered Transactions
1940-Q, Exhibit A-1	Certification for Contracts, Grants and Loans
RD Form 3570-3	Grant Agreement
Unnumbered Form	Certificate of Compliance

That if the interest rate charged by Rural Development should change between this date and the date of actual approval, the Chairman and Clerk to the Board be authorized to execute new forms reflecting the current interest rate and revised payments as required by Rural Development.

That the County Commissioners elect to have the interest charged by Rural Development to be the lower of the rate in effect at either the time of loan approval or loan closing.

This resolution is to become a part of the official minutes of the County Commissioners' meeting held on August 22nd, 2016.

MOTION MADE BY: Wesson and
SECONDED BY: Lee THAT THE RESOLUTION
BE APPROVED.

MOTION PASSED 5 FOR AND 0 AGAINST.

TO BE MADE A PART OF THE MINUTES DATED August 22nd, 2016

BY: _____

Attest: John Trent, Chairman
8/22/16
(Date)

BY: Sarah Tinkman
Sarah Tinkman, Clerk to the Board

Lastly, Emergency Services Director, Mitch Cooper, was asked to update the Board about the current call volumes for Non-Emergency Transport (NET).

He stated that official numbers could be provided to the Board at an upcoming work session, but that typically, the County NET Division receives 10 calls a day, on average. That number spikes to 20 calls on average on Saturdays.

Mr. Cooper also announced that he had just hired 4 new part-time employees in the NET Division, and that he expects these calls to continue to grow.

Commissioner Bazemore asked if the County was having to turn down NET calls due to scheduling conflicts. Mr. Cooper replied by stating that the majority of calls that are turned down tend to be overnight calls.

Habitat for Humanity presentation by Chuck Poe

Chuck Poe of Habitat for Humanity was present to provide the Board with some updated information regarding Habitat for Humanity's eligibility criteria.

In summary, those seeking assistance through Habitat for Humanity would need to complete first time home buyer's courses, meet with a HUD Certified Housing Counselor, as well as complete various exercises showing that they are truly prepared for home ownership. Mortgages and credit backgrounds are also reviewed.

Mr. Poe announced two important dates coming up in Bertie County for those citizens interested in Habitat For Humanity including an information open house scheduled for Thursday, September 1st at 6:00PM at the Bertie-Martin Community College Campus.

Additionally, he announced an application informational session for Thursday, September 15th at 6:00PM at the Bertie-Martin Community College Campus.

Commissioner Wesson encourage Mr. Poe to contact CADA of NC, Inc. to receive feedback from them about their home buyer's program as he believed there were some participants who already met the new criteria through that resource.

BOARD APPOINTMENTS

Albemarle Regional Library

Vice Chairman Bazemore made a **MOTION** to reappoint Irene Walker to the Albemarle Regional Library Board. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

Lawrence Memorial Library

Commissioner Wesson made a **MOTION** to reappoint Marion Lee and Kay Brantley to the Lawrence Memorial Library Board. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

Nursing Home/Adult Home Care CAC

Vice Chairman Bazemore made a **MOTION** to appoint Anthony G. Peele to the Nursing Home/Adult Care CAC Board. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

CONSENT AGENDA

Upon review by Chairman Trent, Vice Chairman Bazemore made a **MOTION** to approve the Consent Agenda in its entirety as presented. Commissioner Lee **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Consent Agenda was approved as follows:

1. **Minutes** – Regular Session 8-1-16, Special Meeting 8-9-16
2. **Settlement** – FY2015-2016 taxes
3. **Charge of the Tax Administrator** – FY2016-2017
4. **Budget Amendments** – #'s 16-14, 17-01 and Project # 17-01
5. **Tax Sale Agreement** – Bill Forbes of United Forbes Realty, Inc.
6. **Survey** – Submerged Aquatic Vegetation and Water Depth Study – Albemarle Sound shoreline in conjunction with master plan for 137-acre site.

Regarding the Tax Sale Agreement with Bill Forbes, Assistant County Attorney, Jonathan Huddleston, discussed a small change that would be made to the last paragraph on the first page regarding the County hosting the current listings on the County's website.

Budget Amendment #'s 16-14, 17-01, and Project 17-01:

BUDGET AMENDMENT				
# 16-14				
INCREASE		INCREASE		
19-0025-4981-00	\$ 510,000		19-5916-5980-30	\$ 510,000
SETUP BUDGET FOR LOTTERY PROCEEDS				
APPROVED <u> </u> / <u> </u> /201 <u> </u>				

BUDGET AMENDMENT				
		# 17-01		
		INCREASE		INCREASE
10-0050-4839-82	\$	1,068	10-4950-5399-20	\$ 1,068
TO INCREASE BUDGET - FOOD PANTRY NEWSLETTER REIMBURSEMENT				
		INCREASE		INCREASE
10-0011-4111-35	\$	26,200	10-4140-5399-01	\$ 26,200
SETUP BUDGET FOR CONTRACT SERVICES - AUDITS TO PAY COUNTY TAX SERVICE (CTS)				
		INCREASE		INCREASE
10-6100-5695-13	\$	97,869	10-0090-4991-99	\$ 97,869
REALLOCATE CAPITAL OUTLAY MONEY NOT SPEND IN PREVIOUS YEAR. (COLERAIN ELEMENTARY ROOF REPLACEMENT)				
		INCREASE		INCREASE
10-0025-4431-26	\$	7,500	10-4310-5499-98	\$ 7,500
TO SETUP BUDGET FOR GRANT - VIDANT - SHERIFF EQUIPMENT (AED'S)				
		INCREASE		INCREASE
10-4125-5399-00	\$	15,000	10-0090-4991-99	\$ 15,000
REALLOCATE CONTRACT SERVICES MONEY NOT SPEND IN PREVIOUS YEAR. (SPRINGSTED - SALARY STUDY)				
		INCREASE		INCREASE
10-4330-5399-50	\$	120,000	10-0090-4991-99	\$ 120,000
TO INCREASE BUDGET - FIRE DEPARTMENTS (VOTED ON AT WORK SESSION ON JULY 14TH)				
APPROVED 8/22/2016				

PROJECT ORDINANCE				
		# PROJ 17-01		
		INCREASE		INCREASE
57-0050-4839-07	\$	125,000	57-8260-5396-01	\$ 180,097
			57-8260-5396-12	\$ 76,000
				DECREASE
			57-8260-5991-00	\$ 127,097
			57-8260-5396-29	\$ 4,000
	\$	125,000		\$ 125,000
TO ADJUST BUDGET FOR WATER DISTRICT III WATER SYSTEM IMPROVEMENTS				
APPROVED 8/22/2016				

DISCUSSION AGENDA

Discuss sponsorship for the 3rd Annual Aulander Peanut Festival – last year's contribution was \$500.00 (Gold Sponsor)

After a short discussion, Vice Chairman Bazemore made a **MOTION** for the County to contribute \$500 as a Gold Sponsor to the Aulander Peanut Festival which will take place on Saturday, October 1st, 2016. Commissioner Wesson **SECONDED** the motion. The **MOTION PASSED** unanimously.

DRAFT – Dangerous Weapons Ordinance

The Board reviewed the latest draft of a Dangerous Weapons Ordinance included within their online electronic agenda packet.

There was also a brief discussion about the clause mentioning dangerous weapons not being allowed anywhere on County property.

Assistant County Attorney, Jonathan Huddleston, stated that it was unlawful for the County to disallow dangerous weapons in the parking lots of county facilities, but that they could ban the carrying of such weapons inside County buildings.

This item was not ready for approval, but the Board concurred that another draft would be prepared, and public hearings on the matter would be scheduled in the near future.

Review Meeting Calendar

The Board called for a Work Session on Wednesday, September 14th at 2:00PM.

County Manager Sauer also reminded the Board of the Raising Bertie Stakeholders Screening Event that will take place this Wednesday, 8/24/16 from 9:00am-1:00pm at Bertie High School.

Immediately following, the Commissioners will meet with for an emergency meeting with the Board of Education at 1:30PM at the Central Services Complex.

Lastly, the Board also confirmed that they would meet at 2:00PM on Monday, September 6th to complete a performance evaluation for County Manager Scott Sauer. This will be completed just before the Board's regular meeting at 4:00PM in the same location of the Commissioners Room at the Bertie County Administration Building.

COMMISSIONER'S REPORTS

Commissioner White thanked the public for voicing all of their concerns during the earlier public comments, and gave a special thank you to County Manager Sauer, and Roanoke-Chowan News Herald reporter, Gene Motley. Lastly, he commended his fellow Commissioners and the Town of Aulander for hosting tonight's meeting.

Commissioner Lee reminded all hunters to please remember to be respectful of residential properties in the fast approaching hunting season.

Vice Chairman Bazemore encouraged all communities to be open to collaboration, and requested that the Clerk to the Board work to arrange opportunities for such collaboration between local and County officials as well as with the general public and public safety personnel. She also announced that she had been appointed to serve on the North Carolina Association of County Commissioners Board as well as the North Carolina Association of Black Elected Officials Board.

Commissioner Wesson stated that even with some unfortunately occurrences, the Town of Aulander, as well as the County itself, that we should still be grateful for the things that we do have here in Bertie County.

Chairman Trent acknowledged the comments made by Janice Ricks, and thanked her for speaking up about the crime committed against her brother, and discussed the continued commitment to additional recreational opportunities here in the Town of Aulander particularly through the Windsor YMCA.

COUNTY MANAGER'S REPORTS

The County Manager gave no remarks at this time.

COUNTY ATTORNEY'S REPORTS

The County Attorney gave no remarks at this time.

PUBLIC COMMENTS

Janice Ricks assured all of those present that she was not trying to agitate, and that she simply wanted to “bring closure” to a situation as well as to “advocate” for those without a voice such as the elderly or mentally disabled. She stated that she was looking forward to seeing additional discussion and collaboration to combat violence in the Town of Aulander.

Aulander Town Mayor, Larry Drew, thanked the Commissioners for having the meeting in Aulander, and that the Aulander Town Council was very taken aback by the crimes committed against Mr. Pillmon. He also reminded the public of the Aulander Peanut Festival on Saturday, October 1st, and that from 9:00AM-11:30AM on Saturday, September 17th, the Town of Aulander would be hosting an anti-violence walk.

Lastly, Town of Aulander Commissioner, Tommy Hale, requested clarification from Emergency Services Director, Mitch Cooper, about an incident he had heard regarding emergency transport capabilities over county lines.

RECESS

Chairman Trent recessed this meeting until Wednesday, August 24th at 1:30PM.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: C-2

DEPARTMENT: Governing Body

SUBJECT: Approve minutes for Joint Meeting – Board of Education – 8-24-16

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Windsor, North Carolina
August 24, 2016
Recessed Meeting

The Bertie County Board of Commissioners recessed its regular meeting on August 22, 2016 in order to meet jointly with the Board of Education today inside the Bertie County Public Schools Central Services Complex at 1:45PM outside of Windsor, NC. The following members were present or absent:

Present: Ronald “Ron” Wesson, District I
John Trent, District IV
Ernestine (Byrd) Bazemore, District V

Absent: Stewart White, District II
Tammy A. Lee, District III

Staff Present: County Manager Scott Sauer

Board of Education Members Present: Tarsha Dudley, Chair
Bobby Oceana, Vice Chair

Board of Education Staff Present: Interim Superintendent Julius Walker

There were no media members present.

DISCUSSION

Mr. Walker thanked the Commissioners for their willingness to meet, and explained that he was assigned the task of sharing information regarding a budget challenge—an estimated shortfall of at least \$500,000 for the new academic year, with impacts for nearly one hundred staff.

Mr. Walker explained that the shortfall could be absorbed with salary cuts for all clerical staff, custodians and paraprofessionals (e.g. teacher assistants) by reducing each employee’s wages by one hour per day, or approximately a 12% pay cut. Additionally, the Board of Education has considered reducing instructional coaches from 12 month positions to 10 months.

The estimated short fall is primarily attributable to a reduction in Low Wealth Supplemental Funding of \$153,864 and state benefit changes for retirement, hospitalization and one other item which in the aggregate equate to more than \$500,000.

Chairman Trent reminded those assembled of the correspondence sent to the Superintendent in early June raising several questions, notably the possible consolidation of campuses and the potential joint use of the new bus garage to service both county and school vehicles.

School Chair Dudley indicated that there has been review of closure options for both Aulander Elementary and the pre-school at Askewville.

Commissioner Wesson inquired about the consolidation of the Early College with Bertie High School, which was constructed to accommodate 900 students and has a current occupancy of approximately 460 students.

Vice Chairman Bazemore noted that we (the Board) could not make a decision today, without consulting the full Board.

All elected members present participated in a spirited discussion of efforts to economize, to seek joint solutions, and to work together to find the cost savings and avoid the salary cuts for the current school year, and take school closures off the table for the present time.

Chairman Trent noted that it is clear that additional research is required to ensure that there are no administrative restrictions which would prevent the relocation of the Early College to the main high school campus. It was repeatedly noted that the initial State guidelines for Early College programs required a separate facility, but this may not be true by current standards.

The consensus of those present was that there is also a sense of cooperation for cost sharing for vehicle maintenance in a joint use agreement, with the County absorbing its costs for labor, utilities, parts and overhead. And there was discussion regarding the savings to be achieved by sharing in the bulk fuel purchases for both gasoline and diesel fuel used by both parties. Additionally, there was discussion regarding the availability of annual price savings on locally negotiated propane gas purchases for school facilities, and school staff for residential use for those who chose to participate.

It was agreed that this information would be shared with both Boards, that discussions will continue in earnest, and that the Board will need to meet soon to review this important matter.

ADJOURN

Chairman Trent adjourned the Bertie County Board of Commissioners at 3:30PM.

John Trent, Chairman

Sarah S. Tinkham, Clerk to the Board



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: C-3

DEPARTMENT: Governing Body

SUBJECT: Approve Project Fund Agreement, Series Resolution, and Bond Order to BB&T's proposal at 1.23% for the amount of \$1,717,000 – Water District III

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes – 1) Project Fund Agreement
2) Series Resolution
3) Bond Order

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

PROJECT FUND AGREEMENT

THIS PROJECT FUND AGREEMENT is dated as of October 1, 2016, by and between **BERTIE COUNTY WATER DISTRICT III, NORTH CAROLINA**, a body corporate and politic of the State of North Carolina (the “District”), and **BRANCH BANKING AND TRUST COMPANY (“BB&T”)**.

RECITALS

On September 6, 2016, the Board of Commissioners of the County of Bertie, North Carolina (the “County”), sitting as the Board of Commissioners of the District adopted a Bond Order (the “Bond Order”), and a Series Resolution (the “Series Resolution”) relating to the issuance of the \$1,717,000 Water System Revenue Bond Anticipation Notes, Series 2016 (the “Note”). Proceeds of the Note will be used to finance capital improvements to the water system within the District, including water distribution line replacement, improvements to the Woodard Road water main, upgrades to its electronic water metering system and water meter replacement for customers in the District (collectively, the “Project”). In partial consideration for BB&T’s purchasing the Note, the District has agreed to provide for Note proceeds to be deposited and disbursed pursuant to this Project Fund Agreement.

NOW, THEREFORE, the parties agree as follows:

SECTION 1. DEFINITIONS.

In this Project Fund Agreement, the term “Project Costs” means all costs of the design, planning, constructing, acquiring, installing and equipping of the Project as determined in accordance with generally accepted accounting principles, including (a) sums required to reimburse the District or its agents for advances made for any such costs, (b) interest during the construction process and for up to six months thereafter, and (c) all costs related to the financing of the Project and all related transactions.

In addition, any capitalized terms used in this Project Fund Agreement and not otherwise defined shall have the meanings assigned thereto in the Bond Order and the Series Resolution.

SECTION 2. PROJECT FUND.

2.1. Project Fund. On the Closing Date, BB&T will deposit \$1,714,100 (the par amount of the Notes of \$1,717,000 less a fee of \$2,900) into a special account of the District at BB&T to be designated “Bertie County Water District III 2016 Project Fund” (the “Project Fund”). This account shall be held separate and apart from all other funds of the Issuer. The Project Fund is the District’s property, but the District shall withdraw amounts on deposit in the Project Fund only as provided in this Project Fund Agreement and only for application from time to time to the payment of Project Costs. Pending such application, such amounts shall be subject to a lien and charge in favor of BB&T to secure the District’s obligations under the Notes.

2.2. Requisitions from Project Fund. The District may withdraw funds from the Project Fund only after authorization from BB&T. BB&T shall authorize the disbursement of funds from the Project Fund only to the District and only upon its receipt of one or more written requisitions in the form set forth in Exhibit A attached hereto signed by one of the designated District Representatives named in Section 3.12. The District shall submit its signed requisitions in pdf format by electronic transmission at the email address contained in the requisition form.

Upon receipt of a requisition from the District, BB&T shall undertake such review of the matters referred to in such requisition as it shall deem appropriate, and within seven (7) business days after such receipt shall notify the District of its approval of the requisition or the reasons for its disapproval. BB&T has no obligation to make a review, and any review by BB&T is only for BB&T's benefit. BB&T shall not unreasonably withhold payment of any requisition.

2.3. Disposition of Project Fund Balance. (a) *Upon completion* - Promptly after the Project has been completed to the point that it is suitable for carrying out substantially all the purposes it is to serve for the District, and the District has withdrawn from the Project Fund all of the funds needed to complete the Project, the District shall deliver to BB&T a written certificate of completion executed by a District Representative stating that the Project has been completed, there are no mechanic's or other liens against the Project for labor or materials furnished in connection with the Project, and that no further funds will be requisitioned from the Project Funds to pay Project Costs. BB&T shall then withdraw any balance remaining in the Project Fund (and not required to be retained to pay Project Costs incurred but not yet paid) and apply such amount as provided in subsection (d) of this Section.

(b) *Upon default* - Upon the occurrence of an Event of Default, BB&T may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(c) *After delay or inactivity* - If (i) more than two years have elapsed from the Closing Date or (ii) at least six months has passed from BB&T's most recent receipt of a requisition for Project Costs, then BB&T, upon 30 days' notice from BB&T to the District, may withdraw any balance remaining in the Project Fund and apply such amount as provided in subsection (d) of this Section.

(d) *Application of Project Fund balance* - BB&T shall apply any amounts withdrawn from the Project Fund pursuant to this Section (i) first to interest accrued and unpaid to the Project Fund disposition date, (ii) second to any principal amount then due and payable, (iii) third to pay interest and principal installments of the Notes on the next Interest Payment Date as provided in Section 4.02 of the Series Resolution, and (iv) fourth to the prepayment of principal in accordance with the provisions of the Notes. Such prepayment, however, shall not affect any other District payment obligation under the Notes. BB&T shall notify the District of any withdrawal from the Project Fund made under this Section 2.3, and in the notice shall describe its application of the funds so withdrawn.

2.4. Investment. (a) The District and BB&T agree that money in the Project Fund will be continuously invested and reinvested in a public funds money rate savings account that falls within the definition of Qualified Investments under the Bond Order, as directed by BB&T,

that meets the requirements of Section 159-30 of the General Statutes of North Carolina, as amended.

(b) From and after the date that is three years from the Closing Date, the District agrees that it will not purchase or hold any investment which has a “yield,” as determined under the Code, in excess of the “yield” on the Notes, unless the District has supplied BB&T with an opinion of bond counsel to the effect that such investment will not adversely affect the exclusion from gross income for federal income tax purposes to which the interest on the Notes would otherwise be entitled.

(c) Investment obligations acquired with money in the Project Fund shall be deemed at all times to be part of the Project Fund. The interest accruing thereon and any profit or loss realized upon the disposition or maturity of any such investment shall be credited to or charged against the Project Fund.

(d) All earnings on moneys in the Project Fund shall be used for Project Costs or otherwise applied in accordance with Section 2.3.

SECTION 3. MISCELLANEOUS.

3.1. Notices. Except as set forth in Section 2.2 with respect to the delivery of requisitions to BB&T, any notice or other communication required or contemplated by this Project Fund Agreement shall be deemed to be delivered so long as it is in writing, addressed as provided below and if (a) actually received by such addressee, or (b) in the case of mailing, when indicated to have been delivered by a signed receipt returned by the United States Postal Service after deposit in the United States mails, postage and registry fees prepaid, and clearly directed to be transmitted as registered or certified mail:

(a) If intended for the District, addressed to it at the following address: Bertie County Water District III, P.O. Box 530, Windsor, North Carolina, 27983 Attention: County Manager.

(b) If intended for BB&T, addressed to it at the following address: BB&T – Governmental Finance, Attention: Account Administration/Municipal Project Fund Agreement Notice, 5130 Parkway Plaza Boulevard, Building 9, Charlotte, North Carolina 28217.

Any party may designate a different or alternate address for notices by notice given under this Project Fund Agreement.

3.2. Survival of Covenants and Representations. All covenants, representations and warranties made by the District in this Project Fund Agreement and in any certificates delivered pursuant to this Project Fund Agreement shall survive the delivery of this Project Fund Agreement.

3.3. Choice of Law. The parties intend that North Carolina law shall govern this Project Fund Agreement.

3.4. Amendments. This Project Fund Agreement may not be modified or amended unless such amendment is in writing and signed by BB&T and the District.

3.5. No Third-Party Beneficiaries. There are no parties intended to be or which shall be deemed to be third-party beneficiaries of this Project Fund Agreement.

3.6. Successors and Assigns. All of the covenants and conditions of this Project Fund Agreement shall be binding upon and inure to the benefit of the parties to this Project Fund Agreement and their respective successors and assigns.

3.7. Severability. If any court of competent jurisdiction shall hold any provision of this Project Fund Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision of this Project Fund Agreement.

3.8. Counterparts. This Project Fund Agreement may be executed in any number of counterparts, including separate counterparts, each executed counterpart constituting an original but all together only one agreement.

3.9. Termination. Except as otherwise provided in this Project Fund Agreement, this Project Fund Agreement shall cease and terminate upon payment of all funds (including investment proceeds) from the Project Fund.

3.10. E-Verify. BB&T understands that “E-Verify” is a federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with Section 64-25(5) of the General Statutes of North Carolina, as amended. BB&T uses E-Verify to verify the work authorization of its employees in accordance with Section 64-26(a) of the General Statutes of North Carolina, as amended. BB&T will require that any subcontractor that it uses in connection with the transactions contemplated by this Project Fund Agreement certify to such subcontractor’s compliance with E-Verify.

3.11. Iran Divestment List. As of the date of this Project Fund Agreement, BB&T is not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to North Carolina General Statutes §143C-6A-4.

(The remainder of this page has been left blank intentionally)

3.12. Designation of District Representatives. In accordance with the terms herein, the District hereby designates the following person as a District Representative authorized to sign requisitions to withdraw funds from the Project Fund account:

Printed Name

Signature

The District may designate additional District Representatives to sign requisitions upon written notification to BB&T.

IN WITNESS WHEREOF, each of the parties has caused this Project Fund Agreement to be signed and delivered by a duly authorized officer, all as of the date first above written.

BERTIE COUNTY WATER DISTRICT III

By: _____

Name: _____

Title: _____

BRANCH BANKING AND TRUST COMPANY

By: _____

Name: _____

Title: _____

EXHIBIT A

[To Be Prepared on District's Letterhead for Submission]

PROJECT FUND REQUISITION

[Date] _____

Email requisitions to: GFProjectfunds@bbandt.com

Mr. David Brown

BB&T Governmental Finance
Direct Dial: 252-296-0452
E-mail: dmbrown@bbandt.com

RE: Request for disbursement of funds from the Project Fund related to the Issuance and Sale of Water System Revenue Bond Anticipation Notes, Series 2016 (the "Notes") issued pursuant to a Series Resolution adopted by the District on September 6, 2016 (the "Series Resolution")

BB&T Contract Number _____.

Dear Mr. Brown,

Pursuant to the terms and conditions of the Project Fund Agreement dated as of October 1, 2016 (the "Agreement"), the Board of Commissioners for Bertie County Water District III, North Carolina (the "District"), requests the disbursement of funds from the Project Fund established under the Project Fund Agreement for the following Project Costs:

This is requisition number ____ from the Project Fund.

Disbursements will be paid to Bertie County Water District III.

Amount: \$_____

Attach copies of applicable vendor invoices or spreadsheet of expenditures to requisition when submitting.

Project Description:

Location of Equipment/Project:

To receive funds via wire transfer please include:

ABA Routing Number:

Account Number:

Physical address of District:

The District makes this requisition pursuant to the following representations:

1. The purpose of this disbursement is for partial payment of the costs of the Project as described in the Series Resolution.

2. The requested disbursement has not been subject to any previous requisition.

3. No notice of any lien, right to lien or attachment upon, or claim affecting the right to receive payment of, any of the moneys payable herein to any of the persons, firms or corporations named herein has been received, or if any notice of any such lien, attachment or claim has been received, such lien, attachment or claim has been released or discharged or will be released or discharged upon payment of this requisition.

4. This requisition contains no items representing payment on account of any percentage entitled to be retained on the date of this requisition.

5. No event of default is continuing under the Bond Order or the Series Resolution, and no event or condition exists which, with notice or lapse of time or both, would become an event of default under the Bond Order.

6. The District has in place insurance on this portion of the Project that complies with the insurance provisions of the Bond Order or the Series Resolution.

Capitalized terms used in this requisition have the meanings ascribed in the Project Fund Agreement.

Each amount requested for payment in this requisition either (a) represents reimbursement to the District for an expenditure for a Project Cost previously made, or (b) will be used by the District promptly upon the receipt of funds from BB&T to make the payments to third parties described in this requisition.

Attached is evidence that the amounts shown in this requisition are properly payable at this time, such as bills, receipts, invoices, architects' payment certifications or other appropriate documents.

BERTIE COUNTY WATER DISTRICT III

By: _____

Printed Name: _____

Title: _____

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BOARD OF COMMISSIONERS OF BERTIE COUNTY
SITTING AS THE
BOARD OF COMMISSIONERS FOR
BERTIE COUNTY WATER DISTRICT III,
NORTH CAROLINA

Excerpt of Minutes
of Meeting of September 6, 2016

Present: Chairman _____ presiding, and

Commissioners: _____

Absent: _____

* * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF WATER SYSTEM REVENUE BOND ANTICIPATION NOTES OF BERTIE COUNTY WATER DISTRICT III IN THE AGGREGATE PRINCIPAL AMOUNT OF \$1,717,000

WHEREAS, the Bertie County Board of Commissioners (the “Board of Commissioners”) sitting as the Board of Commissioners of Water District III (the “District”) has determined that the issuance of bonds to finance improvements to the District’s water system including, but not limited to, water distribution line replacement, improvements to the Woodard Road water main, upgrades to its electronic water metering system and water meter replacement for customers in the District (the “Project”) will benefit and be in the best interests of the District; and

WHEREAS, on September 6, 2016, the Board of Commissioners for the District adopted a bond order (the “Bond Order”) entitled:

“BOND ORDER OF BERTIE WATER DISTRICT III, AUTHORIZING THE ISSUANCE OF WATER SYSTEM REVENUE BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO ITS WATER SYSTEM; PROVIDING FOR THE ISSUANCE OF ADDITIONAL REVENUE BONDS FOR VARIOUS PURPOSES; PROVIDING FOR THE ISSUANCE OF REVENUE BOND ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF REVENUE BONDS; PROVIDING FOR THE CREATION OF CERTAIN SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND NOTES CERTAIN REVENUES OF THE WATER SYSTEM; SETTING FORTH THE RIGHTS AND

REMEDIES OF HOLDERS; AND SETTING FORTH THE DETAILS OF CERTAIN RELATED MATTERS”; and

WHEREAS, the Board of Commissioners intends to issue the Initial Bonds under the Bond Order in the amount of \$1,717,000, and, in connection therewith, to issue bond anticipation notes in accordance with Section 3.02 thereof in order to finance the Project (as defined in the Bond Order); and

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the District:

**ARTICLE I
DEFINITIONS**

Section 1.01. Meaning of Words and Terms. Unless otherwise required by the context, capitalized words and terms used herein which are defined in the Bond Order shall have the meanings assigned to them therein, and the following capitalized words and terms shall have the following meanings:

“Bond Order” means the Bond Order adopted by the Board of Commissioners on September 6, 2016, authorizing and securing the issuance of Bonds, including the Notes, together with all orders amendatory thereof and all orders supplemental thereto as herein permitted.

“Bond Registrar” means the Finance Director of Bertie County, North Carolina as designated by Section 2.01.

“Business Day” means a day that is not a Saturday or a Sunday and is a day that the Bond Registrar is open for the conducting of business.

“Closing” means the delivery of and payment for the Notes.

“Closing Date” means the date of the Closing.

“Interest Payment Date” means the date of final maturity of the Notes, which is May __, 2018.

“Notes” means the \$1,717,000 Bertie County Water District III, North Carolina Water and Sewer System Revenue Bond Anticipation Notes, Series 2016 issued pursuant to the Bond Order and this Series Resolution.

“Project Fund” means the fund created and held by Branch Banking and Trust Company under the Project Fund Agreement, as set for in Section 4.02.

“Project Fund Agreement” means the Project Fund Agreement, dated as September 1, 2016, between the District and the Purchaser.

“Purchase Price” means \$1,717,000, representing the par amount of the Notes.

“Purchaser” means Branch Banking and Trust Company, as the original purchaser of the Note.

“Regular Record Date” means the Business Day next preceding any Interest Payment Date.

Section 1.02. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, words used herein shall include the plural as well as the singular number. References herein to particular articles or sections are references to articles or sections of this Series Resolution unless some other reference is indicated.

ARTICLE II AUTHORIZATION, FORM, ISSUANCE AND DELIVERY OF THE NOTES

Section 2.01. Authorization and Issuance of the Notes. The Board of Commissioners hereby authorizes the issuance of the Notes designated “Bertie County Water District III, North Carolina Water and Sewer System Revenue Bond Anticipation Notes, Series 2016” in the aggregate principal amount of \$1,717,000 for the purpose of providing funds, together with any other available funds, to (a) pay the costs of the Project and (b) pay the other costs and expenses incurred in connection with the issuance of the Notes. The Notes shall be issued under and pursuant to the Constitution and the laws of the State, including the Act, the Bond Order and this Series Resolution, subject to the conditions set forth herein and therein. The Notes constitute Additional Bonds under the Bond Order.

The Finance Director of Bertie County, North Carolina is hereby appointed as Bond Registrar for the Notes pursuant to the provisions of the Bond Order and this Series Resolution.

Section 2.02. Form of Notes. The definitive Notes shall be initially issued as one fully registered note without coupons numbered R-1 in the aggregate principal amount of \$1,717,000, and shall be initially registered in the name of the Purchaser. The definitive Notes shall be substantially in the form set forth in Exhibit A attached hereto and made a part hereof, with such appropriate variations, omissions and insertions as are permitted or required by the Bond Order or this Series Resolution. Notwithstanding anything in the Bond Order to the contrary, the Notes may be transferred in the manner specified in the Bond Order, but may not be exchanged for any denomination other than the outstanding principal amount thereof.

Notwithstanding any other provisions of the Bond Order or this Series Resolution to the contrary, the Bond Registrar shall not register the transfer of the Notes to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Board of Commissioners. The provisions of this paragraph may not be amended without the prior written consent of the Board of Commissioners.

Section 2.03. Details of Notes. The Notes shall be dated the Closing Date, shall bear interest at a rate of 1.23% per annum (computed on the basis of a 360-day year consisting of twelve 30-day months), except as provided below, such principal and interest being payable on the final maturity date that is twenty (20) months following the issuance of the Note (on or about

May 1, 2018), all as set forth in the form of the Notes included in Exhibit A attached hereto and made a part hereof.

Principal of and interest on the Notes are payable, to such account in the United States as the Holder may designate, by wire transfer or other immediately available funds delivered on the payable date.

Section 2.04. Terms and Condition for Issuance of Notes. The Notes shall be executed substantially in the form and in the manner herein and in the Bond Order set forth and shall be deposited with the Bond Registrar for authentication, but before the Notes shall be authenticated and delivered to the State Treasurer for redelivery to the Purchaser, there shall be filed with the Bond Registrar and the Purchaser, the following:

- (a) copies, certified by the Clerk to be true and correct copies, of the Bond Order and this Series Resolution;
- (b) a certificate authorizing the award of the Notes;
- (c) an executed copy of the Project Fund Agreement;
- (d) an opinion of Bond Counsel to the District to the effect that the Notes have been validly issued in accordance with the provisions of the Bond Order and this Series Resolution in form and substance satisfactory to the Purchaser;
- (e) an opinion of the Counsel to the District in form and substance satisfactory to the Purchaser and bond counsel to the District; and
- (f) evidence of approval of the Notes from the North Carolina Local Government Commission;
- (g) such other documentation or opinions as may reasonably be requested by the Bond Registrar, the Purchaser or bond counsel.

When the documents mentioned in Section 3.02 of the Bond Order and subsections (a) to (e), inclusive, of this Section shall have been filed with the Bond Registrar and the Purchaser, and when the Notes shall have been executed and authenticated as required by the Bond Order and this Series Resolution, the Notes shall be delivered to or upon the order of the State Treasurer for redelivery to or upon the order of the Purchaser, but only upon the deposit with the Bond Registrar of the Purchase Price of the Notes.

ARTICLE III **REDEMPTION OF NOTES**

Section 3.01. Redemption of Notes. Upon at least thirty (30) days prior written notice to the Purchaser, the County has the right to prepay the Notes in whole but not in part on any date occurring after November 30, 2017, without premium or penalty. The Notes may not be prepaid prior to November 30, 2017.

ARTICLE IV
ACCOUNTS, REVENUES AND FUNDS; OTHER COVENANTS

Section 4.01. Payment of Notes. The District shall, subject to the provisions of Section 5.04 of the Bond Order, cause the Net Revenues deposited in the Revenue Fund to be used to pay the principal of, premium, if any, and interest on the Notes on each Interest Payment Date or any redemption date or maturity date for the Notes.

Section 4.02. Deposit of Note Proceeds. Simultaneously with the Closing the Purchaser will deposit the Purchase Price for the Notes in the Project Fund held by Branch Banking and Trust Company under the Project Fund Agreement. Money deposited in the Project Fund shall be applied to pay the costs of the Project and the costs and expenses incurred in connection with the issuance of the Notes. If the moneys held in the Project Fund and any other moneys provided by the District are insufficient to pay all of the costs of the Project and costs and expenses incurred in connection with the issuance of the Notes, the District shall provide any balance of the funds needed to complete the acquisition, construction, and equipping of the Project. Any moneys remaining in the Project Fund after completion of the acquisition, construction and equipping of the Project, as evidenced by a written certificate of completion executed by a District Representative and delivered to the Purchaser stating that the Project has been completed and there are no mechanic's or other liens against the Project for labor or materials furnished in connection with the Project, may be applied to the repayment of interest on the maturity date of the Notes.

Section 4.03. Investment of Money. Money held for the credit of the Project Fund shall be continuously invested and reinvested by the District in Qualified Investments to the extent practicable. Any such Qualified Investments shall mature not later than the dates when the money held for the credit of the Project Fund will be required for the purposes intended. The District shall sell or reduce to cash in a commercially reasonable manner a sufficient amount of such Qualified Investments whenever it is necessary to do so in order to provide money to make any payment from the Project Fund.

Section 4.04. Payment of Principal and Interest and Premium and Pledge of Net Revenues. The District covenants that it will promptly pay the principal of and the interest on the Notes issued under the provisions of this Series Resolution at the place, on the dates and in the manner provided herein and in the Notes and any premium required for the retirement of the Notes in whole or in part by purchase or redemption of the Notes, according to the true intent and meaning thereof. The District further covenants that it will faithfully perform at all times all of its covenants, undertakings and agreements contained in this Series Resolution and the Bond Order, or in any Notes executed, authenticated and delivered hereunder or in any proceedings of the District pertaining thereto. Pursuant to NCGS Section 159-163, the District hereby pledges as security for the Notes, and grants a charge and lien on, the proceeds of Bonds issued for the Project, and agrees to take such action as may be required to issue the Bonds in order to provide funds to pay the principal of the Notes upon maturity. The District represents and covenants that it is duly authorized under the Constitution and laws of the State, particularly the Act, to issue the Notes authorized hereby and to pledge the proceeds of Bonds and Net Revenues in the manner and to the extent herein and in the Bond Order set forth; that all action on its part for the issuance of the Notes has been duly and effectively taken; and that such Notes in the hands of the

Holders thereof are and will be valid and binding special revenue obligations of the District payable according to their terms. The Notes shall also be secured pari passu as to the pledge of Net Revenues and shall be entitled to the same benefit and security under the Bond Order as all other Bonds issued or incurred thereunder and then outstanding.

The District covenants, for the benefit of the owners of the Notes, to act with due diligence and commercial reasonableness in undertaking the Project, and will take such actions as may be reasonably required so that the Bonds are issued in a timely manner.

ARTICLE V THE TRUSTEE

Section 5.01. Designation of Trustee. The District may at any time, with the approval of the Board of Commissioners and the Holder, appoint a Trustee to administer the provisions of the Bond Order and this Series Resolution and may adopt such supplements to the Bond Order and this Series Resolution as shall be necessary or desirable to effectuate such appointment. Such Trustee shall meet the requirements set forth in Section IX of the Bond Order.

ARTICLE VI SUPPLEMENTAL RESOLUTIONS

Section 6.01. Modification Without Consent of Holders. The District may, from time to time and at any time, without the consent of any Holders of the Notes, execute and deliver such resolutions supplemental hereto (which supplemental resolutions shall thereafter form a part hereof) as shall be substantially consistent with the terms and provisions of this Series Resolution and shall not materially and adversely affect the interest of the Holders:

(a) to cure any ambiguity or formal defect or omission, to correct or supplement any provision herein that may be inconsistent with any other provision herein, to make any other provisions with respect to matters or questions arising under this Series Resolution or to modify, alter, amend, add to or rescind, in any particular manner, any of the terms or provisions contained in this Series Resolution, as is substantially consistent with the terms and provisions of this Series Resolution and does not materially and adversely affect the interest of the Holders;

(b) to grant or to confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders;

(c) to add to the covenants and agreements of the District in this Series Resolution other covenants and agreements thereafter to be observed by the District or to surrender any right or power herein reserved to or conferred upon the District; or

(d) to permit the qualification of this Series Resolution under any federal statute now or hereafter in effect or under any state blue sky laws, and, in connection therewith, if the District so determines, to add to this Series Resolution or any supplemental series resolution such other terms, conditions and provisions as may be permitted or required by such federal statute or blue sky laws.

At least thirty (30) days prior to the execution and delivery of any supplemental series resolution for any of the purposes of this Section, the Bond Registrar shall cause a notice of the proposed supplemental series resolution to be mailed first-class, postage prepaid, to the Board of Commissioners and to the Holders of the Notes. Such notice shall briefly set forth the nature of the proposed supplemental series resolution and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by the Holders of the Notes. A failure on the part of the Bond Registrar to mail the notice required by this Section shall not affect the validity of such supplemental series resolution.

Notwithstanding the foregoing or anything contained in the Bond Order, so long as Branch Banking and Trust Company (“BB&T”) is the sole owner of the Notes, the District shall not amend or supplement this Series Resolution without the written consent of BB&T.

Section 6.02. Modification of Series Resolution With Consent of Holders. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of the Notes shall have the right, from time to time, anything contained in this Series Resolution to the contrary notwithstanding, to consent to and approve the adoption by the District of such supplemental series resolutions as shall be deemed necessary or desirable by the District for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Series Resolution or in any supplemental series resolution. Nothing herein contained, however, shall be construed as making necessary the approval by the Holders of the Notes of the execution and delivery of any supplemental series resolution as authorized in Section 601.

The Bond Registrar shall, at the expense of the District, such expense to be paid from the Revenue Fund or from any other available moneys, cause notice of the proposed supplemental series resolution to be mailed, postage prepaid, to the Board of Commissioners and the Holders of the Notes as of the date such notice is mailed. Such notice shall briefly set forth the nature of the proposed supplemental series resolution and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by such Holders.

Whenever, at any time after the date of the mailing of such notice, the District receives an instrument in writing purporting to be executed by the Holders of the Notes, which instrument shall refer to the proposed supplemental series resolution described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the District may adopt such supplemental series resolution in substantially such form, without liability or responsibility to such Holders.

If the Holders of the Notes have consented to and approved the adoption thereof as herein provided, to the extent permitted by law, the Holders shall have no right to object to the adoption of such supplemental series resolutions, to object to any of the terms and provisions contained therein or the operation thereof, to question the propriety of the adoption thereof, or enjoin or restrain the District from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental series resolution pursuant to the provisions of this Section or Section 6.01, this Series Resolution shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Series Resolution of the District, the Bond Registrar, and the Holders of the Notes shall thereafter be determined, exercised and enforced in all respects pursuant to the provisions of this Series Resolution, as so modified and amended.

Section 6.03. Responsibilities of the District Under this Article. The District shall be entitled to exercise its discretion in determining whether or not any proposed supplemental series resolution or any term or provision therein contained is desirable, after considering the purposes of such instrument, the needs of the District and the rights and interests of the Holders of the Notes.

ARTICLE VII MISCELLANEOUS PROVISIONS

Section 7.01. Manner of Giving Notice. All notices, demands and requests to be given to or made hereunder by the District, the Board of Commissioners or the Bond Registrar shall be given or made in writing and shall be deemed to be properly given if sent by United States registered or certified mail, return receipt requested, or by national overnight delivery service addressed as follows:

- (a) As to the District or Bond Registrar --

Bertie County Water District III
c/o Bertie County, North Carolina
Post Office Box 530, Windsor, North Carolina 27983
Attention: County Manager

- (b) As to the Local Government Commission --

North Carolina Local Government Commission
3200 Atlantic Avenue
Raleigh, North Carolina 27604
Attention: Secretary

- (c) As to the Purchaser --

Branch Banking and Trust Company
5130 Parkway Plaza Blvd.
Charlotte, North Carolina 28217
Attention: Contract Administration

Any such notice, demand or request shall be deemed to be properly given on the date such notice, demand or request is received, as evidenced by the receipt or other tracking information provided by the U.S. Postal Service or the overnight delivery service.

Any of such addresses may be changed at any time upon written notice of such change sent by United States registered or certified mail, postage prepaid, to the other parties by the party effecting the change.

Section 7.02. Reserved.

Section 7.03. The District, Bond Registrar and Holder Alone Have Rights Under Series Resolution. Except as herein otherwise expressly provided, including, without limitation, nothing in this Series Resolution, express or implied, is intended or shall be construed to confer upon any person, firm or corporation, other than the District, the Bond Registrar and the Holder of the Notes, any right, remedy or claim, legal or equitable, under or by reason of this Series Resolution or any provision being intended to be and being for the sole and exclusive benefit of the District, the Bond Registrar and the Holder of the Notes.

Section 7.04. Application to the Commission. The Local Government Commission of North Carolina is hereby requested to sell the Notes at private sale and without advertisement pursuant to G.S. 159-123 to the Purchaser.

Section 7.05. Effect of Partial Invalidity. In case any one or more of the provisions of this Series Resolution or the Notes shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Series Resolution or the Notes, but this Series Resolution and the Notes shall be construed and enforced as if such illegal or invalid provisions had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in this Series Resolution or the Notes shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the District to the full extent permitted by law.

Section 7.06. Effect of Covenants; Governing Law. All covenants, stipulations, obligations and agreements of the District contained in this Series Resolution shall be deemed to be covenants, stipulations, obligations and agreements of the District to the full extent permitted by the Constitution and laws of the State. This Series Resolution is executed and delivered with the intent that the laws of the State shall govern this construction.

Section 7.07. Headings. Any heading preceding the text of the several articles hereof, any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Series Resolution, nor shall they affect its meaning, construction or effect.

Section 7.08. Further Authority. The officers, attorneys, employees, and other agents of the District are hereby authorized to do all acts and things required of them by this Series Resolution for the full, punctual and complete performance of all of the terms, covenants and agreements contained in the Notes and this Series Resolution.

The Chairman, the County Manager and the Finance Director of the County, acting on behalf of the District, and the Clerk, are authorized to execute the Note and the Project Fund Agreement, with such completions, omissions, insertions and changes as may be necessary to reflect the final terms of the Notes, any changes in dates as may be required to reflect the date of

the actual closing, and as otherwise approved by the officers of the District executing them after consultation with bond counsel, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes. Such officers are further authorized to take such action and to execute and deliver such documents, certificates, agreements or other instruments as they, with the advice of counsel, may deem necessary or appropriate to effect the transactions contemplated by the Bond Order and this Series Resolution.

Section 7.09. Payment Due on Holidays. If the date for making any payment or the last day for performance of any act or the exercising of any right as provided in this Series Resolution is not a Business Day, such payment may be made or act performed or right exercised on the next Business Day with the same force and effect as if done on the date provided in this Series Resolution.

Section 7.10. Series Resolution Effective. This Series Resolution shall take effect upon its adoption.

Commissioner _____ moved the passage of the foregoing resolution and
Commissioner _____ seconded the motion and the resolution was passed by the
following vote:

Ayes: Commissioners _____

Nays: Commissioners _____

Not voting: Commissioners _____

* * * * *

I, Sarah Seredni, Clerk to the Board of Commissioners of Bertie County, North Carolina, acting as the Board of Commissioners for Bertie Water District III, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Board of Commissioners for the Bertie County Water District III at a regular meeting duly called and held on September 6, 2016, and that the proceedings of such meeting are recorded in the Minutes of the Board of Commissioners. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the Board of Commissioners for the Bertie County Water District III is on file in my office.

WITNESS my hand and the official seal of the Board of Commissioners this ____ day of September, 2016.

Clerk, Board of Commissioners of the County of
Bertie, North Carolina

(SEAL)

FORM OF NOTES

R-1

\$1,717,000

United States of America
State of North Carolina

BERTIE COUNTY WATER DISTRICT III, NORTH CAROLINA
WATER SYSTEM REVENUE BOND ANTICIPATION NOTE
SERIES 2016

The Bertie County Water District III (the “District”), a municipal corporation validly organized and existing under the laws of the State of North Carolina, for value received, hereby promises to pay, but solely from the sources and in the manner hereinafter provided, to Branch Banking and Trust Company or registered assigns or legal representative, the principal sum of ONE MILLION SEVEN HUNDRED SEVENTEEN THOUSAND DOLLARS (\$1,717,000) in a single payment of principal due on the date of maturity which is May __, 2018 (the “Maturity Date”), and to pay, but solely from said sources, interest from the date hereof on the unpaid portion of said principal sum until payment thereof (computed on the basis of a 360-day year consisting of twelve 30-day months) at the rate of 1.23% per annum (subject to adjustment as provided below), such interest being payable on the Maturity Date.

The interest so payable and punctually paid or duly provided for on the Maturity Date will be paid to the person in whose name this note is registered at the close of business on the Regular Record Date for such interest, which shall be the Business Day next preceding such date. Any such interest not so punctually paid or duly provided for shall forthwith cease to be payable to the registered owner on such Regular Record Date, and may be paid to the person in whose name this note is registered at the close of business on a special record date for the payment of such defaulted interest to be fixed by the Finance Director of the County (the “Bond Registrar”), notice thereof being given to the registered owners not less than ten (10) days prior to such special record date, or may be paid at any time in any other lawful manner not inconsistent with the requirements of any securities exchange on which the notes (hereinafter mentioned) may be listed and upon such notice as may be required by such exchange, or as more fully provided in the Bond Order (hereinafter defined). All such payments shall be made in such coin or currency of the United States of America as at the time of payment is legal tender for payment of public and private debts. Principal of and interest on this are payable, to such account in the United States as the Holder may designate, by wire transfer or other immediately available funds delivered on the payable date. Upon payment in full of principal and interest on this note, the Holder shall mark this note paid in full and shall deliver the note so marked to the Bond Registrar.

This note is a duly authorized revenue bond anticipation note of the District designated “Bertie County Water District III, North Carolina Water System Revenue Bond Anticipation Notes, Series 2016” (the “Notes”) issued under and pursuant to the Constitution and laws of the State of North Carolina, including the Act, an order of the Board of Commissioners adopted on

September 6, 2016 (the “Bond Order”), and a Series Resolution adopted on September 6, 2016 (the “Series Resolution”), authorizing the issuance of the Notes. The Notes are being issued in anticipation of the issuance of Bonds issued for the purpose of providing funds, together with any other available funds, to (a) pay the costs of acquiring, constructing and equipping the Project (as defined in the Series Resolution) and (b) pay the costs and expenses incurred in connection with the issuance of the Bonds. Capitalized terms used herein and not otherwise defined have the meanings given such terms in the Bond Order and the Series Resolution.

The Bond Order provides for the issuance or incurrence from time to time under the conditions, limitations and restrictions set forth therein of additional bonds, notes or other evidences of indebtedness secured by a pledge of Net Revenues. The Notes are a special revenue obligation of the District secured by a pledge, charge and lien on the proceeds of Bonds to be issued for the Project and by a pledge of Net Revenues on a pari passu basis any other Outstanding Bonds hereafter issued or incurred pursuant to the Bond Order. Pursuant to NCGS Section 159-163, the District hereby pledges as security for the Notes, and grants a charge and lien on, the proceeds of Bonds issued for the Project. The District is not obligated to pay the principal of or the interest on the Notes except as provided in the Bond Order from the proceeds of Bonds, Net Revenues or certain other monies made available therefor under the Bond Order, and neither the faith and credit nor the taxing power of the State of North Carolina or any political subdivision thereof or the District is pledged to the payment of the principal of and the interest on the Notes.

Reference is made to the Bond Order and the Series Resolution for a more complete statement of the provisions thereof and of the rights of the District and the registered owner of the Notes. Copies of the Bond Order and the Series Resolution are available for inspection by the registered owner of the Notes at all reasonable times at the principal office of the Bond Registrar. By the purchase and acceptance of the Notes, the registered owner hereof signifies assent to all of the provisions of the Bond Order and the Series Resolution.

The Bond Registrar shall keep at its principal office books for the registration of transfer of the Notes. The transfer of the Notes may be registered only upon such books and as otherwise provided in the Bond Order upon the surrender hereof to the Bond Registrar together with an assignment duly executed by the registered owner hereof or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the Bond Registrar shall deliver in exchange for the Notes a new bond registered in the name of the transferee in an aggregate principal amount equal to the principal amount of the Notes, containing the same principal installments and bearing interest at the same rate. The Notes may not be exchanged for any denomination other than the outstanding principal amount thereof.

Notwithstanding any other provisions of the Bond Order or the Series Resolution to the contrary, the Bond Registrar shall not register the transfer of the Notes to any person other than a bank, insurance company or similar financial institution unless such transfer has been previously approved by the Board of Commissioners.

The principal of the Notes is not subject to redemption prior to the stated maturity.

The registered owner of the Notes shall have no right to enforce the provisions of the Bond Order or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Bond Order, or to institute, appear in or defend any suit or other proceeding with respect thereto, except as provided in the Bond Order.

Modifications or alterations of the Bond Order and the Series Resolution or in any supplement series resolution thereto may be made only to the extent and in the circumstances permitted by the Bond Order and the Series Resolution, as the case may be.

The Notes, notwithstanding the provisions for registration of transfer stated herein and contained in the Bond Order and the Series Resolution, at all times shall be, and shall be understood to be, an investment security within the meaning of and for all the purposes of Article 8 of the Uniform Commercial Code of North Carolina. The Notes are issued with the intent that the laws of the State of North Carolina shall govern their construction.

All acts, conditions and things required to happen, exist and be performed precedent to and in the issuance of the Notes and the execution and delivery of the Bond Order and the Series Resolution have happened, exist and have been performed as so required.

The Notes shall not be valid or become obligatory for any purpose or be entitled to any benefit or security under the Bond Order or the Series Resolution until it shall have been authenticated by the execution by the Bond Registrar of the certificate of authentication endorsed hereon.

IN WITNESS WHEREOF, the Bertie County Water District III, North Carolina, by order duly passed by its Governing Body, has caused this Note to be manually signed by the County Manager and the Clerk and its official seal to be impressed hereon, all as of the ___ day of September, 2016.

[SEAL]

County Manager

Clerk

CERTIFICATE OF LOCAL GOVERNMENT COMMISSION

The issuance of the within Note has been approved under the provisions of The State and Local Government Revenue Bond Act.

Secretary, Local Government Commission

CERTIFICATE OF AUTHENTICATION

The Note is a bond anticipation note of the series designated therein and issued under the provisions of the within mentioned Bond Order and Series Resolution.

By: _____
Bond Registrar

Date of authentication: _____

L.G.C. No. _____

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____

PLEASE INSERT SOCIAL SECURITY NUMBER
OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

PLEASE PRINT OR TYPEWRITE NAME AND ADDRESS OF TRANSFEREE

the within note and all right thereunder, and hereby irrevocably constitutes and appoints _____, attorney, to transfer the within note on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

In the presence of:

NOTICE: Signature must be guaranteed by an institution which is a participant in the Securities Transfer Agent Medallion Program (STAMP) or similar program.

The signature to this assignment must correspond with the name as it appears upon the face of the within bond in every particular, without alteration or enlargement or any change whatever.

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BOARD OF COMMISSIONERS OF THE COUNTY OF BERTIE, NORTH CAROLINA
ACTING AS THE BOARD OF COMMISSIONERS FOR
BERTIE COUNTY WATER DISTRICT III

Excerpt of Minutes
of Meeting of
September 6, 2016

Present: Chairman _____ presiding, and

Commissioners: _____

Absent: _____

* * * * *

Commissioner _____ introduced the following resolution, the title of which was read:

**BOND ORDER OF BERTIE COUNTY WATER DISTRICT III
AUTHORIZING THE ISSUANCE OF WATER SYSTEM REVENUE
BONDS TO PROVIDE FUNDS TO CONSTRUCT IMPROVEMENTS TO
ITS WATER SYSTEM; PROVIDING FOR THE ISSUANCE OF
ADDITIONAL REVENUE BONDS FOR VARIOUS PURPOSES;
PROVIDING FOR THE ISSUANCE OF REVENUE BOND
ANTICIPATION NOTES IN ANTICIPATION OF THE ISSUANCE OF
REVENUE BONDS; PROVIDING FOR THE CREATION OF CERTAIN
SPECIAL FUNDS; PLEDGING TO THE PAYMENT OF THE
PRINCIPAL OF AND THE INTEREST ON THE REVENUE BONDS AND
NOTES CERTAIN REVENUES OF THE WATER SYSTEM; SETTING
FORTH THE RIGHTS AND REMEDIES OF HOLDERS; AND SETTING
FORTH THE DETAILS OF CERTAIN RELATED MATTERS**

WHEREAS, the Board of Commissioners of the County of Bertie, North Carolina (the “Board of Commissioners”), acting as the Board of Commissioners of Bertie County Water District III (the “District”), is authorized by Article 6 of Chapter 162A and Article 5 of Chapter 159 of the North Carolina General Statutes to issue revenue bonds and notes; and

WHEREAS the Board of Commissioners has determined that it is necessary to make capital improvements to the water system within the District, including water distribution line replacement, improvements to the Woodard Road water main, upgrades to its electronic water metering system and water meter replacement for customers in the District (collectively, the “Project”); and

WHEREAS, the Board of Commissioners is considering the issuance of not to exceed \$1,717,000 in the aggregate principal amount of the District’s Water System Revenue Bonds (the

“Initial Bonds”) to finance the Project, and, in connection therewith, to issue its Water System Revenue Bond Anticipation Notes (the “Notes”) to be repaid with the proceeds of the Initial Bonds; and

WHEREAS, the District has filed an application with the Local Government Commission of North Carolina for the issuance of revenue bonds in an amount not exceeding \$1,717,000 for the purpose of providing funds, together with any other available funds, to pay the costs of the Project and any related financing expenses;

NOW, THEREFORE, BE IT ORDERED by the Governing Body of the District as follows:

**ARTICLE I
GENERAL PROVISIONS AND DEFINITIONS**

Section 1.01. Contract with Holders. In consideration of the purchase and acceptance of the Bonds by those who shall hold the same from time to time, the provisions of this Bond Order shall be deemed to be and shall constitute a contract between the District and the Holders from time to time of the Bonds; and the covenants and agreements herein set forth to be performed by or on behalf of the District shall be for the equal benefit, protection and security of the Holders of any and all of the Bonds so issued or to be issued, without preference, priority or distinction as to lien or otherwise, except as otherwise hereinafter provided, of any one Bond over any other Bond by reason of priority in the issue, sale or negotiation thereof, or otherwise.

Section 1.02. Definitions. The following capitalized words and terms as used in this Bond Order shall have the following meanings, unless some other meaning is expressly intended:

“Act” means collectively Article 6 of Chapter 162A of the North Carolina General Statutes, and The State and Local Government Revenue Bond Act, constituting Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

“Additional Bonds” means any bonds, notes or other evidences of indebtedness secured by and payable from Net Revenues issued under this Bond Order pursuant to the provisions of Article III.

“Annual Budget” means any budget or amended budget adopted or in effect pursuant to Section 7.07.

“Auditors” means the independent firm of certified public accountants that is employed by the District (or by the County on behalf of the District) to audit the District’s books and accounts at the end of each Fiscal Year (which may be part of the audit of the County’s books and records).

“Bond” or “Bonds” means, collectively, the Initial Bonds and any Additional Bonds, and also includes any bond anticipation note or notes authorized and issued pursuant to Section 2.10.

“Bondholder” or “Holder” or any similar term, when used with reference to a Bond or Bonds means any person who shall be the registered owner of any outstanding Bond or Bonds.

“Bond Order” means this Bond Order, together with all orders amendatory hereof and all orders supplemental hereto as herein permitted.

“Bond Registrar” means the person serving in the capacity of the finance officer of the County, regardless of any particular title, or any successor registrar for the Bonds as appointed by the Governing Body.

“Clerk” means the Clerk to the Board of Commissioners of the County, sitting as the Board of Commissioners of the District, or his or her designated assistant.

“Commission” means the Local Government Commission of North Carolina.

“Consulting Engineers” means an independent engineer or engineering firm at the time employed by the District (or by the County on behalf of the District) to perform the functions and duties imposed on the Consulting Engineers by this Bond Order.

“Counsel” means an attorney or firm of attorneys selected by the District.

“County” means the County of Bertie, North Carolina.

“Debt Service Requirement” means, with respect to Bonds in any Fiscal Year, the sum of (a) the amount required to pay the interest on the Bonds then outstanding which is payable in such Fiscal Year and (b) the amount required to pay the principal of the Bonds then outstanding which is payable in such Fiscal Year; provided, however, that computation of such amount shall exclude any interest which is funded from proceeds of the Bonds; and provided further that the computation of such amount shall be based on the assumption that (i) the Bonds at the time outstanding will be retired according to their stated maturities or mandatory redemption requirements, (ii) any bond anticipation notes issued pursuant to this Bond Order and maturing during such Fiscal Year will be refunded with Additional Bonds such that the principal amount of such bond anticipation notes is not due and payable by the District in such Fiscal Year and (iii) if the Bonds bear interest at a variable rate, the rate is the maximum rate.

“Debt Service Reserve Fund” means the fund created and so designated by Section 5.03.

“Debt Service Reserve Fund Requirement” means an amount equal to the maximum Debt Service Requirement for any Fiscal Year.

“Depository” means any bank or trust company duly authorized under the laws of the United States of America or the State of North Carolina to engage in the banking business within such State and designated by the Governing Body as a depository of moneys under the provisions of this Bond Order.

“District Representative” means the County Manager of the County, the Finance Director of the County, and any other person or persons designated to act on behalf of the District in such capacity by resolution of the Governing Body.

“Existing Facilities” means the existing water system facilities and improvements owned and operated by the District as of the date of adoption of this Bond Order.

“Finance Director” means the person serving in the capacity of the finance officer of the County, regardless of any particular title, or the officer succeeding to or exercising his or her principal functions and duties.

“Fiscal Year” means the period of twelve months commencing on July 1 of any year and ending on June 30 of the following year.

“Governing Body” means the governing Board of Commissioners of the County, sitting as the Board of Commissioners of the District, in which the general legislative powers of the District shall now or hereafter be vested.

“Initial Bonds” means the Bonds authorized under Section 2.01.

“Issuer Representative” means the County Manager, the County Finance Director and any other person or persons designated to act on behalf of the District in such capacity by resolution of the Governing Body.

“Net Revenues” means the Revenues received by the District during any period less the Operating Expenses paid by the District during such Fiscal Year.

“Operating Expenses” means the District’s reasonable and necessary current expenses of maintaining, repairing and operating the System, including, without limiting the generality of the foregoing, all administrative, general and commercial expenses, insurance and surety bond premiums, payments for the billing and collection of Service Charges, architectural and engineering expenses, fees and expenses of the Bond Registrar and any trustee appointed hereunder, legal expenses, any taxes which may be lawfully imposed on the District or its income or operations or the property under its control, ordinary and current rentals of equipment or other property, usual expenses of maintenance and repair, and any other current expenses required to be paid by the District under the provisions of this Bond Order or by law, all to the extent properly and directly attributable to the System, but not including any reserves for operation, maintenance or repair or any allowance for depreciation, amortization, interest or similar charges.

“Project” means Project as defined in the preamble to this Bond Order.

“Qualified Investments” means any investments of political subdivisions of the State permitted under Section 159-30 of the General Statutes of North Carolina, as amended and as may be amended from time to time, or any successor statute.

“Revenue Fund” means the fund created and so designated by Section 5.03.

“Revenues” means all income received by the District from, in connection with, or as a result of, its ownership or operation of the System, including all moneys received in payment of rates, fees and other charges for the use of and for the services furnished by the System and investment income, but excluding the proceeds of any borrowing for payment of the costs of, or

grants or donations intended for, specific System Improvements and also excluding any income received in payment of fees or charges that are intended to be set aside specifically for a particular capital project and that are not available for payment of Operating Expenses or debt service on the Bonds.

“Secretary” means the Secretary of The North Carolina Local Government Commission or any deputy secretary.

“Series Resolution” means the resolution of the Governing Body providing for the issuance of any Bonds and fixing the details thereof.

“Service Charges” means rates, fees and charges, including service, connection and other charges, for the use of, and for the services and facilities furnished or to be furnished by the System, as prescribed or fixed by the Governing Body.

“State” means the State of North Carolina.

“State Treasurer” means the Treasurer of the State of North Carolina or his designated assistant.

“Subordinated Indebtedness” means indebtedness the terms of which shall provide that it shall be subordinate and junior in right of payment to the prior payment in full of the Bonds. For purposes of this Bond Order, obligations or debt instruments issued to the State as part of the State Revolving Loan Program or State Clean Water Bond Program are deemed to be Subordinated Indebtedness. Such Subordinated Indebtedness shall comply with the requirements of Section 11.10 hereof.

“Subordinated Indebtedness Debt Service Requirement” means, with respect to Subordinated Indebtedness in any Fiscal Year, the sum of (a) the amount required to pay the interest on the Subordinate Indebtedness then outstanding which is payable in such Fiscal Year and (b) the amount required to pay the principal of the Subordinated Indebtedness then outstanding which is payable in such Fiscal Year, the computation of such amount to be based on the assumption that (i) the Subordinated Indebtedness at the time outstanding will be retired according to its stated maturity or mandatory redemption requirements and (ii) if the Subordinated Indebtedness bears interest at a variable rate, the rate is the ceiling rate.

“System” means the Existing Facilities, the Project and any System Improvements.

“System Improvements” means any construction, reconstruction, improvement, enlargement, betterment or extension of the System, including all plants, works, instrumentalities and properties relating thereto.

Section 1.03. Rules of Construction. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the words “bond”, “owner”, “Holder” and “person” shall include corporations and associations, including public bodies, as well as natural persons. Unless the context shall otherwise indicate, words used herein shall include the plural as well as

the singular number. References herein to particular articles or sections are references to articles or sections of this Bond Order unless some other reference is indicated.

ARTICLE II
AUTHORIZATION OF PROJECT AND INITIAL BONDS; TERMS,
EXECUTION, AUTHENTICATION, DELIVERY AND REGISTRATION
OF BONDS

Section 2.01. Authorization of Project and Initial Bonds. The District shall issue, in accordance with and pursuant to the Act and this Bond Order, its water system revenue bonds in an aggregate principal amount not to exceed \$1,717,000 (the “Initial Bonds”) for the purpose of providing funds, together with any other available funds, to pay the costs of the Project and certain fees and expenses related to the authorization, issuance and sale of the Initial Bonds. The Initial Bonds shall be issued pursuant to the Act, this Bond Order and a Series Resolution authorizing and setting forth the details of the Initial Bonds.

Section 2.02. Character of Bonds. The Bonds shall be special revenue obligations of the District payable solely from Net Revenues.

Section 2.03. Terms of Bonds. The Bonds are issuable as fully registered bonds without coupons. The Bonds shall be dated, shall bear interest until their payment, such interest to the maturity thereof being payable at such rate or rates and at such time or times, and shall be stated to mature (subject to the right of prior redemption) at such times as set forth in the Series Resolution providing for the issuance of each series of Bonds. Both principal of and interest on the Bonds shall be paid by wire transfer of immediately available funds or by check mailed to the Holder thereof unless otherwise specified in the applicable Series Resolution for such Bonds. Interest shall be sent to the person shown as the Holder of the Bonds on the registration books on the 15th day of the month preceding each interest payment date (whether or not such 15th day is a business day). Each Bond shall be payable with respect to principal, redemption premium if any, and interest, in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The Bonds shall be redeemable prior to their respective maturities as provided in Article IV and in the Series Resolution providing for the issuance of such Bonds.

Section 2.04. Execution of Bonds. Each Bond shall be executed in the name of the District by manual or facsimile signatures of the Mayor or the District Manager and the Clerk and the Finance Director (or such other officers of the District as shall be designated by the Governing Body for such purpose) and shall have impressed or printed thereon the official seal of the District or a facsimile thereof; provided, however, that at least one manual signature must appear on each Bond (which may be the signature of the Secretary to the Commission’s certificate). Any Bond may be signed, sealed or attested on behalf of the District by any person who, at the date of such act, shall hold the proper office, notwithstanding that at the date of such Bond or the date of delivery thereof such person shall not have held such office. In case any officer who shall have signed or sealed any of the Bonds shall cease to be such officer of the District before the Bonds so signed or sealed shall have been delivered, such Bonds may

nevertheless be delivered as herein provided as if the person who so signed or sealed such Bonds had not ceased to be such officer.

Section 2.05. Registration and Transfer of Bonds. The District shall cause books for the registration of and for the registration of transfers of the Bonds as provided in this Bond Order to be kept by the Bond Registrar. The transfer of any Bond shall be registered upon the books kept for the registration of and registration of transfers of Bonds upon surrender thereof to the Bond Registrar, together with an assignment duly executed by the Holder or his attorney or legal representative in such form as shall be satisfactory to the Bond Registrar. Upon any such registration of transfer, the District shall execute and the Bond Registrar shall authenticate and deliver in exchange for such Bond a new Bond of the same series registered in the name of the transferee in an aggregate principal amount equal to the unpaid principal amount of such Bond, having maturities corresponding to the principal installments of such Bond and bearing interest at the same rate.

In all cases in which the Bonds shall be transferred hereunder, the District shall execute, the Bond Registrar shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of this Bond Order. The District and the Bond Registrar may make a charge for every such transfer of Bonds sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such transfer. Neither the District nor the Bond Registrar shall be required to make any such registration of transfer of Bonds during the fifteen (15) days immediately preceding an interest payment date on the Bonds or in the case of any proposed redemption of Bonds, immediately preceding the date of mailing of notice of such redemption, or after such Bond or any portion thereof has been selected for redemption.

Notwithstanding any other provisions of this Bond Order or any Series Resolution to the contrary, the Bond Registrar shall not register the transfer of any Bond to any person other than a bank, insurance company or similar financial institution or to the United States of America, acting by and through Rural Development, an agency of the United States Department of Agriculture (formerly Farmers Home Administration) (“USDA”) unless such transfer has been previously approved by the Commission. The provisions of this paragraph may not be amended without the prior written consent of the Commission.

Section 2.06. Ownership of Bonds. As to any Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of and the interest on any such Bond shall be made only to the Holder thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond including the interest thereon to the extent of the sum or sums so paid.

Section 2.07. Mutilated, Destroyed, Stolen or Lost Bonds. In case any outstanding Bond shall become mutilated or be destroyed, stolen or lost, the District may prepare and cause to be executed, authenticated and delivered a new Bond of like tenor, number and amount as the Bond so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Bond and upon surrender of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon the owner furnishing to the satisfaction of the Bond Registrar, the

Commission and the District evidence that such Bond has been destroyed, stolen or lost, proof of the ownership thereof, a surety Bond or other indemnification instrument in twice the face amount of the Bond or in such other amount required by applicable law, payment of the cost of preparing and issuing any new Bonds, including the reasonable expenses and charges of the District and the Bond Registrar in connection therewith and evidence of compliance with such other reasonable regulations as the Bond Registrar and Governing Body may prescribe. All Bonds surrendered hereunder shall be surrendered to the Bond Registrar and shall be cancelled. All Bonds issued in accordance with this Section shall be signed by the Mayor and the Clerk (or such other officers of the District as shall be designated by the Governing Body for such purpose) who are in office at the time and shall contain a recital to the effect that they are issued in exchange for or in place of certain Bonds and are to be deemed a part of the same series as such Bonds.

Section 2.08. Authentication of Initial Bonds. The Initial Bonds shall be executed substantially in the manner hereinabove set forth and shall be deposited with the Bond Registrar for authentication, but prior to or simultaneously with the authentication by the Bond Registrar and delivery of the Initial Bonds by the State Treasurer there shall be filed with the Bond Registrar and delivered to the initial purchaser of the Initial Bonds the following:

(a) copies, certified by the Clerk to be true and correct copies, of this Bond Order and the Series Resolution authorizing and prescribing the details of the Initial Bonds, including form, maturities and redemption provisions;

(b) a certificate of the Commission showing the award of the Initial Bonds and specifying the interest rate or rates thereof;

(c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Governing Body directing the authentication of the Initial Bonds and the delivery thereof to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth and

(d) an opinion of Counsel to the effect that the issuance of the Initial Bonds has been duly authorized, executed and delivered by the District and such other matters as may be requested by the initial purchaser of the Initial Bonds.

When the documents mentioned in clauses (a) to (d), inclusive, of this Section shall have been filed with the Bond Registrar and when the Initial Bonds shall have been executed and authenticated as required by this Bond Order, the Bond Registrar shall authenticate and deliver the Initial Bonds to or upon the order of the purchasers thereof, but only upon payment to, or upon the order of, the State Treasurer of the purchase price of the Initial Bonds. The Bond Registrar shall be entitled to rely upon the foregoing certificates with respect to the matters contained therein.

The Initial Bonds shall not be valid or obligatory for any purpose unless authenticated by the Bond Registrar.

Section 2.09. Approval of Issuance and Sale of Initial Bonds. None of the Initial Bonds shall be issued unless they are approved and sold by the Commission and until the Secretary shall have endorsed thereon a certificate evidencing approval in accordance with the provisions of the Act.

Section 2.10. Issuance of Revenue Bond Anticipation Notes. The District is authorized to issue, in anticipation of the receipt of the net proceeds of any Bonds, water system revenue bond anticipation notes for the purpose of providing funds to pay the cost of the Project or any System Improvements. The payment of the principal of, redemption premium, if any, and interest on such notes shall be secured by a pledge, charge and lien upon the proceeds of any Bonds, if and when issued, and by the pledge of the Net Revenues pursuant to Section 5.01. The Revenues, as received by the District, shall immediately be subject to the lien of the pledge of the Net Revenues without any physical delivery thereof or further act. All covenants, obligations and agreements of the District contained in this Bond Order shall be deemed to be covenants, obligations and agreements of the District with the Holders of any notes hereafter issued.

ARTICLE III ADDITIONAL BONDS

Section 3.01. Refunding of Outstanding Bonds. The District may, to the extent permitted by the Act and the provisions of this Section, issue, from time to time, bonds, notes and other evidences of indebtedness secured by and payable from Net Revenues (herein referred to as “Additional Bonds”) for the purpose of refunding all or any portion of the Initial Bonds or any Additional Bonds for the purpose of achieving aggregate debt savings; provided, however, that bond anticipation notes issued pursuant to Section 2.10 may be refunded without evidence of aggregate debt savings. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such refunding obligations shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as other Bonds. The Bond Registrar shall not authenticate and deliver any Additional Bonds for this purpose unless theretofore or simultaneously therewith there shall have been filed with the Bond Registrar the following:

(a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof;

(b) a certificate of the Commission showing the award of the Additional Bonds and specifying the interest rate or rates thereof;

(c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Governing Body directing the authentication of the Additional Bonds and the delivery thereof to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth;

(d) an opinion of Counsel to the effect that the issuance of the Additional Bonds has been duly authorized, executed and delivered, that all conditions precedent to the delivery of the Additional Bonds have been fulfilled and such other matters as may be requested by the initial purchaser of the Additional Bonds; and

(e) such documents as shall be required by the Bond Registrar to evidence that provision has been satisfactorily made for the redemption of the Bonds to be refunded.

When the documents mentioned in clauses (a) to (e), inclusive, of this Section shall have been filed with the Bond Registrar and when the Additional Bonds shall have been executed and authenticated as required by this Bond Order, the Bond Registrar shall deliver the Additional Bonds to or upon the order of the purchasers thereof, but only upon payment to the State Treasurer of the purchase price of the Additional Bonds.

No Additional Bonds shall be valid or obligatory for any purpose unless authenticated by the Bond Registrar.

Section 3.02. Financing of System Improvements. The District may, to the extent permitted by the Act and the provisions of this Section, issue Additional Bonds which shall be secured by and payable from the same funds as previously issued Bonds for the purpose of financing System Improvements. Except as to any difference in the maturities thereof or in the rate or rates of interest or the provisions for redemption, such obligations shall be on a parity with and shall be entitled to the same benefit and security of this Bond Order as all other Bonds. The Bond Registrar shall not authenticate and deliver any Additional Bonds for this purpose unless theretofore or simultaneously therewith there shall have been filed with the Bond Registrar, the following:

(a) a copy, certified by the Clerk to be a true and correct copy, of the Series Resolution authorizing the issuance of the Additional Bonds and prescribing the details thereof and providing that the System Improvements to be financed with the proceeds thereof are thereby made a part of the System and that the Revenues of such System Improvements are thereby pledged to the Additional Bonds and as additional security for the outstanding Bonds;

(b) a certificate of the Commission showing the award of the Additional Bonds and specifying the interest rate or rates thereof;

(c) a copy, certified by the Clerk to be a true and correct copy, of the resolution (which may be incorporated in the Series Resolution) of the Governing Body directing the authentication of the Additional Bonds and the delivery thereof to or upon the order of the purchasers therein named upon payment of the purchase price therein set forth;

(d) an opinion of Counsel to the effect that the issuance of the Additional Bonds has been duly authorized, executed and delivered, that all conditions precedent to the delivery of the Additional Bonds have been fulfilled and such other matters as may be requested by the initial purchaser of the Additional Bonds;

(e) a certificate, signed by a District Representative stating that (i) all payments required by Section 5.04 to pay debt service and all deposits into the Debt Service Reserve Fund prior to the beginning of the month during which the Additional Bonds are issued have been made and (ii) to his or her knowledge, no event of default shall have occurred and be continuing under this Bond Order;

(f) a certificate, signed by a District Representative, stating that the Net Revenues for each of the two complete Fiscal Years next preceding the issuance of the proposed Additional Bonds were equal to at least 110% of the Debt Service Requirement on all Bonds then outstanding during each such Fiscal Year, 100% of the amount necessary to pay annual debt service obligations on Subordinated Indebtedness, if any, and 100% of the amount necessary to pay annual debt service obligations coming due in that Fiscal Year with respect to the District's general obligation bonds and installment financing obligations, if any, used to finance System Improvements; and

(g) a statement, signed by a District Representative, to the effect that the estimated Net Revenues for each of the first two complete Fiscal Years following the date of issuance of the Additional Bonds will be at least 110% of the Debt Service Requirements on all outstanding Bonds and the proposed Additional Bonds for each such Fiscal Year, 100% of the amount necessary to pay annual debt service obligations on Subordinated Indebtedness, if any, and 100% of the amount necessary to pay annual debt service obligations coming due in that Fiscal Year with respect to the District's general obligation bonds and installment financing obligations, if any, used to finance System Improvements.

When the documents mentioned in clauses (a) to (g), inclusive, of this Section shall have been filed with the Bond Registrar and when the Additional Bonds shall have been executed and authenticated as required by this Bond Order, the Bond Registrar shall deliver the Additional Bonds to or upon the order of the purchasers thereof, but only upon payment of the purchase price of the Additional Bonds.

No Additional Bonds shall be valid or obligatory for any purpose unless authenticated by the Bond Registrar.

Section 3.03. Approval by Local Government Commission. Additional Bonds shall not be issued unless they are approved and sold by the Commission and until the Secretary shall have endorsed thereon a certificate evidencing approval in accordance with the Act.

Section 3.04. Waiver of Additional Bonds Limitations. The limitations hereinabove set forth with respect to the issuance of Additional Bonds may be waived or modified by the written consent of Holders owning sixty percent (60%) or more of the aggregate principal amount of the outstanding Bonds. No such waiver or modification will be effective without a statement, signed by a District Representative, to the effect that the estimated Net Revenues for the first two complete Fiscal Years following the date of issuance of the Additional Bonds will be at least 100% of the Debt Service Requirements on all outstanding Bonds and the proposed Additional Bonds for each such Fiscal Year.

ARTICLE IV REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01. Terms and Conditions. The Bonds, and the respective installments of principal corresponding thereto, shall be subject to redemption, both in whole and in part, at such times and prices, as may be provided by the Series Resolution authorizing the issuance of such Bonds.

Section 4.02. Notice of Redemption. Whenever the District shall elect to redeem Bonds notice thereof shall be given in the manner provided in the Series Resolution authorizing the issuance of such Bonds.

Section 4.03. Payment of Redeemed Bonds. Notice having been given in the manner provided in this Bond Order and the applicable Series Resolution, the Bonds so called for redemption shall become due and payable on the redemption date so designated at the redemption price set forth in such notice. Upon presentation and surrender of the Bonds so called for redemption at the place of payment specified in such notice, together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the Holder or his duly authorized attorney, such Bonds shall be paid at the aforementioned redemption price. In case part but not all of an outstanding bond shall be selected for redemption, the Holder thereof or his attorney or legal representative shall present and surrender such Bond to the Bond Registrar for payment of the applicable redemption price and the District shall execute and the Bond Registrar shall authenticate and deliver to or upon the order of such Holder or his legal representative, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a registered Bond of the same series and maturity, bearing interest at the same rate and of any authorized denomination.

If, on the redemption date, moneys for payment of the redemption price of all the Bonds to be redeemed shall be available therefor at the place of payment specified in the notice of redemption, then from and after the redemption date, the Bonds or the installments of principal thereof so called for redemption shall cease to bear interest. All moneys held for the redemption of particular Bond or for the prepayment of particular installments thereof shall be held in trust for the account of the Holders of the Bonds so to be redeemed or prepaid.

If such moneys shall not be so available on the redemption date, the Bonds called for redemption shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.04. Cancellation of Redeemed Bonds. All Bonds redeemed prior to maturity shall be cancelled forthwith in the manner provided by applicable law.

ARTICLE V REVENUES AND FUNDS

Section 5.01. Pledge of Net Revenues. The District hereby pledges the Net Revenues to secure the payment of the principal of, redemption premium, if any, and interest on the Bonds. The Net Revenues, as received by the District, shall immediately be subject to the lien of this pledge without any physical delivery thereof or further act and the lien of this pledge shall have priority over any or all other obligations and liabilities of the District, including any general obligation bonds, or notes issued in anticipation thereof, heretofore or hereafter issued by the District for the purpose of providing water systems or facilities and the lien of this pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the District irrespective of whether such parties have notice thereof.

Section 5.02. Rate Covenant. (a) The District covenants to fix, charge and collect rates, fees, rentals and charges for the use of and for services furnished or to be furnished by the System, and that from time to time and as often as it shall appear necessary, it shall revise such rates, fees, rentals and charges as may be necessary or appropriate, in order that for each Fiscal Year the Net Revenues (calculated in accordance with generally accepted accounting principles) will be not less than one hundred and ten percent (110%) of the Debt Service Requirement for such Fiscal Year and one hundred percent (100%) of the Subordinated Indebtedness Debt Service Requirement for such Fiscal Year and one hundred percent (100%) the amount necessary to meet annual debt service obligations coming due in that Fiscal Year with respect to the District's general obligation bonds and installment financing obligations, if any, used to finance System Improvements.

(b) In addition to the covenant set forth in subsection (a) above, the District also covenants to fix, charge and collect rates, fees, rentals and charges for the use of and for the services furnished or to be furnished by the System, and that from time to time and as often as it shall appear necessary, it shall revise such rates, fees, rentals and charges as may be necessary or appropriate, in order that the Revenues will be sufficient in each Fiscal Year (i) to pay Operating Expenses, (ii) to pay the Debt Service Requirements and (iii) to make such other deposits or payments as may be required under the provisions of this Bond Order or any Series Resolution.

(c) The District covenants that all users will pay for services at the rates, fees and charges established by the District from time to time in accordance with the District's customary billing practices and policies.

(d) If the District fails to comply with the covenants set forth in subsections (a) and (b) above, it shall, within thirty (30) days of the receipt by the District of the audit report required by Section 7.08, request a Consulting Engineer to make its recommendations, if any, as to a revision of the District's rates, fees, rentals and charges for the System, its Operating Expenses or the method of operation of the System in order to satisfy the foregoing requirements of this Section. Copies of such request and of the recommendations of the Consulting Engineer, if any, shall be filed by the District with the Commission. Promptly upon its receipt of the recommendations of the Consulting Engineer, the District shall, after giving due consideration to the recommendations, revise its rates, fees, rentals and charges for the System or its Operating Expenses or alter its methods of operation, which revisions or alterations need not comply with the Consulting Engineer's recommendations but which are projected by the District to result in compliance with the covenants set forth in subsections (a) and (b) of this Section. If the District shall comply with all of the recommendations of the Consulting Engineer, failure to comply with the provisions of subsections (a) and (b) above shall not constitute an event of default under the provisions of clause (f) of Section 8.01. Compliance with all of the recommendations of the Consulting Engineer shall have no effect on any event of default other than an event of default under the provisions of clause (f) of Section 8.01. In the event of any failure to comply with the provisions of subsections (a) and (b) above and the failure of the District to comply with all of the recommendations of the Consulting Engineer, and in addition to the remedies elsewhere provided in this Bond Order, the Holders of not less than 50% in aggregate principal amount of the Bonds then outstanding may institute and prosecute in a court of competent jurisdiction an appropriate action to compel the District to comply with all of the recommendations of the Consulting Engineer in order to satisfy the foregoing requirements of this Section. The District

covenants that it will adopt and charge rates, fees, rentals and charges for the System and revise its Operating Expenses or the method of operation of the System in compliance with any final order, decree or judgment entered in any such proceeding or modification thereof.

(e) Notwithstanding any of the foregoing provisions of this Section, contracts and agreements for the use of the System, or any component thereof, in effect on the date of issuance of the Initial Bonds shall not be subject to revision for purposes of compliance with the covenants set forth in subsections (a) and (b) of this Section except in accordance with their terms. The District may enter into new contracts or agreements or amend or rescind existing contracts or agreements for the use of the System on such terms and for such periods of time as the District shall determine to be proper.

(f) The District also covenants to fix and charge rates, fees, rentals and charges for the System which rates, fees, rentals and charges shall be reasonable and non-discriminatory. Nothing contained in this Section shall obligate the District to take any action in violation of any applicable requirements imposed by law.

Section 5.03. Creation of Funds. There is hereby created the following designated special funds: (a) “Bertie County Water District III Water Fund” (which is the existing enterprise fund of the District relating to the System and which shall hereinafter be called the “Revenue Fund”); and the (b) Bertie County Water District III Water System Debt Service Reserve Fund” (hereinafter called the “Debt Service Reserve Fund”). The moneys in each Fund shall be held by the District in trust with a Depositary and applied as hereinafter provided in this Article. The funds in each Fund are hereby pledged to the payment of principal of, premium, if any, and interest on the Bonds. Each Fund shall be maintained as long as any of the Bonds are outstanding.

Section 5.04. Application of Revenues Received by the District. (a) All Revenues collected by or on behalf of the District shall be deposited by the District with one or more Depositaries as soon as practicable following the receipt thereof and held in the Revenue Fund. The District shall withdraw and transfer or expend moneys held in the Revenue Fund only for the purposes and in the manner set forth in this Section.

(b) Operating Expenses shall be paid by the District from, and shall be a first charge and lien against, the Revenue Fund. The Operating Expenses shall be paid from amounts held in the Revenue Fund as the same become due and payable in conformity with the applicable budgetary and payment procedures of the District.

(c) At such time or times as are specifically provided for herein or in any Series Resolution, the District shall, after payment of such Operating Expenses then due and payable, withdraw from the Revenue Fund the amount necessary to make the following payments or deposits in the following manner and order:

(i) At such time or times as provided in any Series Resolution, the Issuer shall pay to such persons an amount sufficient for the payment of the principal of, premium, if any, and interest on the Bonds then due and payable; provided, however, that if there shall not be sufficient Net Revenues to satisfy all such deposits and payments, such

deposits and payments shall be made to each Holder ratably according to the amount so required to be deposited or paid;

(ii) At such time or times as provided in any Series Resolution, the Issuer shall transfer to the Debt Service Reserve Fund an amount equal to the debt service reserve fund requirement therefor; provided, however, that if there shall not be sufficient Net Revenues to satisfy all such deposits, such deposits shall be made to each such debt service reserve ratably according to the amount so required to be deposited.

(iii) Provided no event of default exists under this Bond Order, if any general obligation debt incurred to finance or refinance all or any part of the System is outstanding, the Issuer may, in its sole discretion, pay interest on and principal of such general obligation debt as the same becomes due and payable.

(iv) Provided no event of default exists under this Bond Order, if any installment purchase, lease purchase, conditional sale or other similar types of debt or obligations incurred to finance or refinance all or any part of the System are outstanding, the Issuer, in its sole discretion, may pay interest on and principal of such debt, or corresponding installment, lease or other similar type payments, as the same become due and payable.

Notwithstanding anything in this subsection (c) to the contrary, failure by the Issuer to make any deposits required by clauses (iii) and (iv) of this subsection (c) shall not in and of itself be an event of default under this Bond Order.

Provided, however, that if the amount so deposited in any month to the credit of any Fund mentioned in Section 5.04 hereof shall be less than the required amount, the requirement therefor shall nevertheless be cumulative and the amount of any deficiency in any month shall be added to the amount otherwise required to be deposited to the credit of such Fund in each month thereafter until such time as such deficiency shall be made up.

(d) At the end of each month, after making all deposits or payments required by this Section (including setting aside sufficient funds to pay principal and interest due on the Bonds on the next interest payment date), the Issuer may transfer any balance remaining in the Revenue Fund to any other fund or account designated by the Issuer to be used for any lawful purpose, including, without limitation, to any capital project fund or capital revenue fund established for the System, but only if the following conditions are met: (i) no event of default shall exist and be continuing; (ii) in the opinion of the Finance Director of the Issuer, such transfer will not have a material adverse effect on the Issuer's ability over the next twelve calendar months to pay the Operating Expenses, to make all deposits and payments required by this Section and to meet all other financial obligations imposed by this Bond Order or any Series Resolution; and (iii) the cumulative amount so transferred in any Fiscal Year shall not exceed the total amount budgeted to be transferred from the Revenue Fund in such Fiscal Year as shown in the Annual Budget for such Fiscal Year, as amended. Any funds transferred from the Revenue Fund in accordance with this subsection (d), other than transfers made to any fund or account for the payment of the principal of, premium, if any, or interest on the Bonds (including the Debt Service Reserve

Fund), shall no longer be subject to the pledge, charge and lien upon the Net Revenues created by this Bond Order.

Section 5.05. Application of Moneys in Debt Service Reserve Fund. Moneys held for the credit of the Debt Service Reserve Fund shall be used for the purpose of paying interest on the Bonds and maturing principal of Bonds whenever and to the extent that the moneys held in the Revenue Fund to pay debt service on the Bonds shall be insufficient for such purpose, and the District shall transfer funds from the Debt Service Reserve Fund to the Revenue Fund as necessary to make such payments. Any moneys so withdrawn from such Fund shall be restored from available moneys in the Revenue Fund, subject to the same conditions as are prescribed for deposits to the credit of such Fund under the provisions of Section 5.04 hereof. If at any time the moneys held for the credit of the Debt Service Reserve Fund shall exceed the requirement for such Fund under the provisions of clause (b) of Section 5.04 hereof, such excess may be transferred by the credit of the Revenue Fund.

Section 5.06. Unclaimed Moneys. All moneys which the District shall have withdrawn from the Revenue Fund or shall have received from any other source and set aside for the purpose of paying the principal of, premium, if any, or interest on the Bonds hereby secured, either at the maturity thereof or upon call for redemption shall be held in trust for the respective Holders of such Bonds. Any moneys which shall be set aside and which shall remain unclaimed by the Holders of such Bonds for the period of five years after the date on which such Bonds shall have become payable shall be treated as abandoned property pursuant to the provisions of G.S. 116B-18, and the District shall report and remit this property to the Escheat Fund according to the requirements of Article 3 of Chapter 116B of the North Carolina General Statutes. Thereafter the Holders of such Bonds shall look only to the Escheat Fund for payment and then only to the extent of the amounts so received without any interest thereon, and the District shall have no responsibility with respect to such moneys.

Section 5.07. Cancellation. All Bonds paid, redeemed or purchased either at or before maturity, shall, at the direction of the District, be delivered to the Bond Registrar or to the District when such payment, redemption or purchase is made and such Bonds shall thereupon be cancelled in the manner provided by applicable law. All Bonds cancelled under any of the provisions of this Bond Order shall be destroyed by the Bond Registrar which shall execute a certificate in duplicate describing the Bonds so destroyed, and one executed certificate shall be filed with the District and the second executed certificate shall be retained by the Bond Registrar.

ARTICLE VI SECURITY FOR DEPOSITS AND INVESTMENT OF FUNDS

Section 6.01. Security for Deposits. All moneys deposited with the District or any other Depository designated by the Governing Body hereunder in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other Federal agency shall be continuously secured, for the benefit of the District and the Holders of the Bonds, in such manner as may then be required by applicable state or Federal laws and regulations regarding the security for, or

granting a preference in the case of, the deposit of trust funds, including applicable regulations of the Commission.

Section 6.02. Investment of Funds. Moneys held for the credit of any fund or account established under this Bond Order or any Series Resolution, including the Revenue Fund, shall, as nearly as may be practicable, be continuously invested and reinvested in Qualified Investments which shall mature, or which shall be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the moneys held for the credit of such fund or account will be required for the purposes intended. Obligations and certificates of deposit purchased as investments of moneys in any such fund or account shall be deemed at all times to be part of such fund or account, and the interest accruing thereon and any profit realized therefrom shall be credited to such fund or account, and any loss resulting therefrom shall be charged to such fund or account. The District shall sell at the best price obtainable or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide moneys to meet any payment or transfer from such fund or account. Neither the District nor any District Representative shall be liable or responsible for any loss resulting from any such investment in a Qualified Investment. For the purpose of determining the amount on deposit to the credit of any such fund or account, obligations in which moneys in such fund or account have been invested shall be valued at the fair market value of such investment.

ARTICLE VII PARTICULAR COVENANTS

Section 7.01. Payment of Bonds and Observance of Covenants. The District covenants that it will promptly pay the principal of and the interest on every Bond issued under the provisions of this Bond Order at the places, on the dates and in the manner provided herein and in the Bonds and any premium required for the retirement of the Bonds by purchase or redemption, according to the true intent and meaning thereof. Except as in this Bond Order otherwise provided, the principal, interest and premiums shall be secured solely by the Net Revenues, which are hereby pledged to the payment thereof in the manner and to the extent hereinabove particularly specified. Nothing in the Bonds or in this Bond Order shall be construed as pledging the faith and credit of the District to payment of the Bonds or as obligating the District, directly or indirectly or contingently, to levy or to pledge any form of ad valorem tax whatever therefor. The District covenants that it shall faithfully do and perform and at all times fully observe any and all covenants, undertakings, stipulations and provisions contained herein or in the Bonds.

Section 7.02. Construction of Project and System Improvements. The District covenants that it will forthwith diligently proceed to complete the Project and any System Improvements in accordance with plans and specifications therefor in conformity with law and all requirements of all governmental authorities having jurisdiction thereover, and that it will complete such construction with all expedition practicable.

The District further covenants and agrees that it will require each person, firm or corporation with whom it may contract for labor or materials in connection with the construction of the Project or any System Improvements to furnish a performance bond as required by law to

insure completion and performance of such contract, or, in lieu thereof, to deposit with a Depository marketable securities having a market value equal to the amount of such contract and eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency of the United States, and to carry such workmen's compensation or employers' liability insurance as may be required by law and such builders' risk insurance, if any, as may be required by law. The District further covenants and agrees that in the event of any default under any such contract and the failure of the surety to complete the contract, the proceeds of any such performance bond or securities shall forthwith, upon receipt of such proceeds, be applied toward the completion of the contract in connection with which such performance bond or securities shall have been furnished.

Section 7.03. Operation and Maintenance of System. The District covenants that it shall at all times operate the System properly and in a sound and economical manner, and shall maintain, preserve and keep the System or cause the System to be so maintained, preserved and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make or cause to be made, all necessary and proper repairs, replacements and renewals so that at all times the operation of the System may be properly and advantageously conducted.

Section 7.04. Rules, Regulations and Other Details. The District covenants that it shall establish and shall enforce reasonable rules and regulations governing the operation, use and services of the System and all other property and assets owned and operated by the District and that all compensations, salaries, fees and wages paid by the District in connection with the maintenance, repair and operation of the System shall be reasonable. The District shall observe and perform or shall cause to be observed and performed all of the terms and conditions contained in the Act, and shall comply with all valid acts, rules, regulations, orders and directions of any legislative, executive, administrative or judicial body applicable to the System and all other property and assets owned and operated by the District.

Section 7.05. Payment of Lawful Charges. The District covenants that, from Revenues, it will pay all taxes and assessments or other municipal or governmental charges lawfully levied or assessed upon or in respect of the System or upon any part and that, from such Revenues, it will pay or cause to be discharged, or will make adequate provision to satisfy and discharge, within sixty days after the same shall accrue, all lawful claims and demands for labor, materials, supplies or other objects which, if unpaid, might by law become a lien upon the System or any part thereof or upon such Revenues; provided, however, that nothing in this Section contained shall require the District to pay or cause to be discharged, or make provision for, any such lien or charge so long as the validity thereof shall be contested in good faith and by appropriate legal proceedings.

Section 7.06. Insurance and Reconstruction. The District covenants that it will obtain and maintain insurance, with reasonable terms, conditions, provisions and costs, which the District determines will afford adequate protection against such risks as are customarily insured against in connection with the operation of water systems of the type and size comparable to the System. All such insurance policies shall be carried in an insurance company or companies

authorized and qualified under the laws of the State of North Carolina to assume the risks thereof.

The proceeds of all such insurance covering damage to or destruction of the System shall be deposited with the District and shall be available for and shall, to the extent necessary, be applied to the repair, replacement or reconstruction of the damaged or destroyed property, and shall be paid out in the manner determined by the District. If such proceeds shall be insufficient for such purpose, the deficiency may be supplied out of any other available funds of the District in its sole discretion. The proceeds of all insurance covering loss of Revenues shall be deposited to the credit of the Revenue Fund.

Section 7.07. Annual Budget. The District covenants that it shall develop an Annual Budget for each Fiscal Year consistent with the budget preparation schedule set forth in the State's applicable fiscal control statutes. If for any reason the Governing Body shall not have adopted the Annual Budget before the first day of any Fiscal Year, the budget for the preceding Fiscal Year shall, until the adoption of the Annual Budget, be deemed to be in force.

The Governing Body may at any time adopt an amended or supplemental Annual Budget for the remainder of the then current Fiscal Year, but no such amended or supplemental budget shall be effective until it shall be approved in the manner hereinbefore prescribed for the Annual Budget.

The District covenants that the Operating Expenses incurred in any Fiscal Year will not exceed the reasonable and necessary amount thereof, and that it will not expend any amount or incur any obligations for maintenance, repair and operation in excess of the amounts provided for Operating Expenses in the Annual Budget.

Section 7.08. Records, Books and Audits. The District covenants that it will keep each of the funds of the System separate from all other funds of the District and that it will keep accurate records and accounts of all items of cost and of all expenditures relating to the System and of the Revenues collected and the application of such Revenues. Such records and accounts shall at all times during normal business hours be open to the inspection of the Commission and the Holders of the Bonds.

The District shall cause its independent certified public accountant to prepare and deliver to the District within 180 days after the close of each Fiscal Year, beginning with the Fiscal Year ending June 30, 2016, an audit of the District's books and accounts. Reports of each such audit shall be filed with the Commission and, upon written request to the Finance Director, to each Bondholder and shall be made available for inspection at the office of the Finance Director. Included in each such audit report shall be a calculation of the rate covenant described in Section 5.02 for such Fiscal Year. Each such audit report shall be accompanied by an opinion of the independent certified public accountant stating that the examination of the financial statements was conducted in accordance with generally accepted auditing standards and stating whether such financial statements present fairly the financial position of the System and the results of its operations and a statement of cash flows for the period covered by such audit report in conformity with generally accepted accounting principles applied on a consistent basis. If for any reason beyond its control, the District is unable to obtain the foregoing opinion as to

compliance with generally accepted accounting principles, the District shall be deemed to be in compliance with this Section if it is taking all reasonable and feasible action to obtain such opinion in subsequent Fiscal Years, and if, in lieu of a statement as to compliance and conformity, such opinion states the reasons for such noncompliance or non-conformity.

Section 7.09. Sale or Encumbrance. (a) The District covenants that it will not sell, lease or otherwise dispose of or encumber the System or any part thereof except as expressly permitted by this Section or as agreed to by one hundred percent (100%) of the Holders.

(b) The District may, from time to time, sell or otherwise dispose of such property forming part of the System, including machinery, fixtures, apparatus, tools, instruments or other property, as the Governing Body may determine is obsolete or no longer needed for the proper maintenance and operation of such System. The proceeds from any sale, lease or disposition of the System, in whole or in part, shall be applied to the replacement of the properties so sold or otherwise disposed of or shall be deposited in the Revenue Fund or otherwise used to pay or redeem Bonds.

(c) The District may incur obligations secured by a lien on (a) rolling stock comprising a part of the System without limitation and (b) other property, plant and equipment comprising a part of the System; provided, however, that the principal amount of such obligations outstanding at any one time shall not exceed 20% of the net book value of the property, plant and equipment of the System (not taking into account any outstanding obligations with respect to rolling stock that is a part of the System) as shown on the audited financial statements of the District for the most recent Fiscal Year for which audited financial statements are available.

Section 7.10. Limitation on Liens. The District covenants that it will not create or permit to be created any charge or lien on the System or the Net Revenues ranking equally with or prior to the charge or lien on the Net Revenues of the Bonds issued and secured hereunder unless otherwise expressly permitted by this Bond Order or required by applicable law. The District shall discharge or cause to be discharged, or shall make adequate provision to satisfy and discharge, within sixty (60) days after the same become due and payable, all lawful costs, expenses, liabilities and charges relating to the maintenance, repair, replacement or improvement of the properties constituting the System and the operation of the System and lawful claims and demands for labor, materials, supplies or other objects that might by law become a lien upon the System or the Net Revenues if unpaid. Nothing contained in this Section shall require the District to pay or cause to be discharged, or make provision for the payment, satisfaction and discharge of, any lien, charge, cost, liability, claim or demand so long as the validity thereof is contested in good faith and by appropriate legal proceedings. The District may issue Subordinated Indebtedness secured by a charge or lien on the System or Net Revenues that is expressly subordinate to any Bonds issued hereunder.

Section 7.11. Instruments of Further Assurance. The District covenants that at any and all times it shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further orders, resolutions, acts, conveyances, transfers and assurances as may be reasonably necessary or desirable for the better assuring, conveying, granting and

confirming all and singular the rights, Net Revenues and other funds hereby pledged or intended so to be, or which the District may hereafter become bound to pledge or as may be reasonable and required to carry out the purposes of the Bond Order and comply with the Act. The District further covenants that it shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Net Revenues and all the rights of the Holders against all claims and demands of all persons whomsoever.

ARTICLE VIII DEFAULTS AND REMEDIES

Section 8.01. Events of Default. Each of the following events is hereby declared an “event of default” hereunder:

(a) payment of the principal of or, premium, if any, on the Bonds shall not be made when the same shall become due and payable, either at maturity or by proceedings for redemption or otherwise; or

(b) payment of any installment of interest on the Bonds shall not be made when the same shall become due and payable; or

(c) final judgment for the payment of money in excess of \$500,000 is rendered against the District as a result of its ownership, control or operation of the System, and any such judgment is not discharged within one hundred twenty (120) days from the entry thereof or an appeal is not taken therefrom or from the order, decree or process upon which or pursuant to which such judgment shall have been granted or entered, in such manner as to stay the execution of or levy under such judgment, order, decree or process or the enforcement thereof;

(d) the District (i) becomes insolvent or the subject of insolvency proceedings; or (ii) is unable, or admits in writing its inability, to pay its debts as they mature; or (iii) makes a general assignment for the benefit of creditors or to an agent authorized to liquidate any substantial amount of its property; or (iv) files a petition or other pleading seeking reorganization, composition, readjustment, or liquidation of assets, or requesting similar relief; or (v) applies to a court for the appointment of a receiver for it or for the whole or any part of the System; or (vi) has a receiver or liquidator appointed for it or for the whole or any part of the System (with or without the consent of the District) and such receiver is not discharged within ninety (90) consecutive days after his appointment; or (vii) becomes the subject of an “order for relief” within the meaning of the United States Bankruptcy Code; or (viii) files an answer to a creditor’s petition admitting the material allegations thereof for liquidation, reorganization, readjustment or composition or to effect a plan or other arrangement with creditors or fail to have such petition dismissed within sixty (60) consecutive days after the same is filed against the District;

(e) a court of competent jurisdiction assumes custody or control of the District or of the whole or any substantial part of its property under the provisions of any other law for the relief or aid of debtors, and such custody or control is not terminated within ninety (90) days from the date of assumption of such custody or control; and

(f) the District defaults in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds, this Bond Order or any Series Resolution, and such default continues for thirty (30) days after receipt by the District of a written notice from the Holders of not less than twenty-five percent (25%) of the aggregate principal amount of the Bonds then outstanding specifying such default and requesting that it be corrected; provided, however, that if prior to the expiration of such 30-day period the District institutes action reasonably designed to cure such default, no "event of default" shall be deemed to have occurred upon the expiration of such 30-day period for so long as the District pursues such curative action with reasonable diligence.

Section 8.02. Bonds Declared Due and Payable. Upon the happening and continuance of any event of default specified in Section 8.01, then and in every such case, the Holders of a majority in principal amount of the Bonds then outstanding may, by a notice in writing to the District, declare the principal of all of the Bonds then outstanding (if not then due and payable) to be due and payable immediately, and upon such declaration the same shall become and be immediately due and payable, anything contained in the Bonds or in this Bond Order to the contrary notwithstanding; provided, however, that if at any time after the principal of the Bonds shall have been so declared to be due and payable, and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under this Bond Order, moneys shall become available to pay the principal of all matured Bonds and all arrears of interest, if any, upon all the Bonds then outstanding (except the principal of any Bonds not then due by their terms and the interest accrued on such Bonds since the last interest payment date), and all other amounts then payable by the District hereunder shall have been paid or a sum sufficient to pay the same shall have been deposited with a Depository, and every other default in the observance or performance of any covenant, condition or agreement contained in the Bonds or in this Bond Order (other than a default in the payment of the principal of such Bonds then due only because of a declaration under this Section), shall have been remedied to the satisfaction of the Holders, then and in every such case the Holders may, and upon the written request of the Holders of a majority in principal amount of the Bonds not then due by their terms and then outstanding shall, by written notice to the District, rescind and annul such declaration and its consequences, but no such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent thereon.

If at any time moneys are insufficient to pay the interest on or the principal of the Bonds as the same become due and payable, all moneys held in the Revenue Fund, together with any moneys then available or thereafter becoming available for such purpose, after payment of all Operating Expenses then due and payable, shall be applied as provided in Section 11.02.

Section 8.03. Additional Remedies. Upon the happening and continuance of any event of default specified in Section 8.01, then and in every case the Holders may proceed to protect and enforce their rights hereunder and under the laws of the State of North Carolina, including the Act, by such suits, actions or special proceedings in equity or at law, either for the specific performance of any covenant or agreement contained herein or in aid or execution of any power herein granted or for the enforcement of any proper legal or equitable remedy, as the Holders, shall deem most effectual to protect and enforce such rights.

Section 8.04. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Holders is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 8.05. Waiver of Default. No delay or omission of the Holders of the Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Article to the Holders of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

The Holders of a majority of the Bonds may waive any default which shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of this Bond Order or before the completion of the enforcement of any other remedy under this Bond Order, but no such waiver shall extend to or affect any other existing or any subsequent default or defaults or impair any rights or remedies consequent thereon.

Section 8.06. Notice of Default. The District shall mail to the Commission and to the Holder of each Bond then outstanding written notice of the occurrence of any event of default set forth in Section 8.01 as soon as practical, but in no event later than thirty (30) days, after the District shall have notice that any such event of default has occurred.

ARTICLE IX THE TRUSTEE

Section 9.01. Designation of Trustee. The District may at any time, with the approval of the Commission, appoint a Trustee to administer the provisions of this Bond Order and may adopt such supplements to this Bond Order in accordance with Section 9.01 as shall be necessary or desirable to effectuate such appointment.

Any Trustee appointed shall be capable of exercising trust powers in the State, which must be a bank or trust company with a combined capital (exclusive of borrowed capital) and surplus of at least \$100,000,000, and subject to supervision or examination by federal or state authority, so long as any Bonds are outstanding hereunder. If such bank or trust company publishes a report of condition at least annually pursuant to law or to the requirements of any supervising or examining authority above referred to, then for the purpose of this Section the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published.

ARTICLE X SUPPLEMENTAL ORDERS

Section 10.01. Without Consent of Holders. The Governing Body may amend this Bond Order in any respect without the consent of any Holders of the Bonds prior to the delivery of the Initial Bonds.

The Governing Body may also, from time to time and at any time following delivery of the Initial Bonds, without the consent of any Holders of the Bonds, adopt such orders supplemental hereto as shall not be inconsistent with the terms and provisions hereof (which supplemental orders shall thereafter form a part hereof) as shall be substantially consistent with the terms and provisions of this Bond Order and shall not materially and adversely affect the interest of the Holders:

(a) to cure any ambiguity or formal defect or omission or to correct any inconsistent provisions in this Bond Order or in any supplemental order, or

(b) to grant to or confer upon the Holders any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Holders, or

(c) to add to the conditions, limitations and restrictions on the issuance of Bonds under the provisions of this Bond Order other conditions, limitations and restrictions thereafter to be observed, or

(d) to add to the covenants and agreements of the District in this Bond Order other covenants and agreements thereafter to be observed by the District or to surrender any right or power herein reserved to or conferred upon the District.

At least thirty (30) days prior to the adoption of any supplemental order for any of the purposes set forth in the clauses (a) through (d) in this Section, the Bond Registrar, at the expense of the District, shall cause a notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to the Holder of each Bond at the address appearing on the registration books and to the Commission. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal office of the Bond Registrar for inspection by all Holders. A failure on the part of the Bond Registrar to mail the notice required by this Section shall not affect the validity of such supplemental order.

Section 10.02. With Consent of Holders. Subject to the terms and provisions contained in this Section, and not otherwise, the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding shall have the right, from time to time following delivery of any Bonds, anything contained in this Bond Order to the contrary notwithstanding, to consent to and approve the adoption, of such order or orders supplemental hereto as shall be deemed necessary or desirable by the Governing Body for the purpose of modifying, altering, amending, adding to or rescinding, in particular, any of the terms or provisions contained in this Bond Order or in any supplemental order; provided, however, that nothing herein contained shall permit, or be construed as permitting, (a) an extension of the maturity of the principal of or the interest on any Bond issued hereunder without the consent of the Holder of such Bond, or (b) a reduction in the principal amount of any Bond or the redemption premium or the rate of interest thereon without the consent of the Holder of such Bond, or (c) the creation of a lien upon or a pledge of Revenues or Net Revenues other than the lien and pledge created by this Bond Order without the consent of the Holders of all Bonds outstanding, or (d) a preference or priority of any Bond over any other Bond without the consent of the Holders of all Bonds outstanding or (e) a reduction in the aggregate principal amount of the Bonds required for consent to such supplemental order without the consent of the Holders of all Bonds outstanding.

Section 10.03. Obtaining Consent of Holders. If at any time the Governing Body shall determine that it is necessary or desirable to adopt any supplemental order for any of the purposes of Section 10.02, the Bond Registrar, at the expense of the District, shall cause notice of the proposed adoption of such supplemental order to be mailed, postage prepaid, to each Holder of Bonds at the addresses appearing on the registration books. Such notice shall briefly set forth the nature of the proposed supplemental order and shall state that copies thereof are on file at the principal corporate trust office of the Bond Registrar for inspection by all Holders. The Bond Registrar shall not, however, be subject to any liability to any Holder by reason of its failure to cause the notice required by this Section to be mailed and any such failure shall not affect the validity of such supplemental order when consented to and approved as provided in this Section.

Whenever, at any time within one year after the date of the first mailing of such notice, the District shall deliver to the Bond Registrar an instrument or instruments in writing purporting to be executed by the Holders of not less than a majority in aggregate principal amount of the Bonds then outstanding, which instrument or instruments shall refer to the proposed supplemental order described in such notice and shall specifically consent to and approve the adoption thereof in substantially the form of the copy thereof referred to in such notice, thereupon, but not otherwise, the Governing Body may adopt such supplemental order in substantially such form, without liability or responsibility to any Holder of any Bond, whether or not such Holder shall have consented thereto.

If the Holders of not less than a majority in aggregate principal amount of the Bonds outstanding at the time of the adoption of such supplemental order shall have consented to and approved the adoption thereof as herein provided, no Holder of any Bond shall have any right to object to the adoption of such supplemental order, or to object to any of the terms and provisions contained therein or the operation thereof, or in any manner to question the propriety of the adoption thereof, or to enjoin or restrain the Governing Body from adopting the same or from taking any action pursuant to the provisions thereof.

Upon the adoption of any supplemental order pursuant to the provisions of this Section, this Bond Order shall be and be deemed to be modified and amended in accordance therewith, and the respective rights, duties and obligations under this Bond Order of the District, the Bond Registrar and all Holders of Bonds then outstanding shall thereafter be determined, exercised and enforced in all respects under the provisions of this Bond Order as so modified and amended.

Bonds owned or held by or for the account of the District shall not be deemed outstanding and shall be excluded for the purpose of any consent or any calculation provided for in this Article.

Bonds delivered after the effective date of any action taken as in this Article provided may bear a notation by endorsement or otherwise in form approved by the District and Bond Registrar as to such action. If the District and Bond Registrar shall so determine, new Bonds modified to conform to any such action shall be prepared, authenticated and delivered to the Holder of any Bond then outstanding without cost to such Holder in exchange for and upon surrender of such outstanding Bonds.

Section 10.04. Unanimous Consent of Holders. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and provisions of this Bond Order or any order supplemental hereto and the rights and obligations of the District and of the Holders of the Bonds may be modified or amended in any respect upon the adoption by the Governing Body of an order to that effect, approved by the Bond Registrar, and the filing with the Governing Body of the written consent of the Commission and the Holders of all the Bonds. No notice to Holders shall be required.

ARTICLE XI MISCELLANEOUS PROVISIONS

Section 11.01. Discharge of Bond Order. If, when the Bonds secured hereby shall have become due and payable in accordance with their terms or shall have been duly called for redemption and the whole amount of the principal and the interest and premium, if any, so due and payable upon all of the Bonds then outstanding shall be paid, then and in that case the right, title and interest of the Holders of the Bonds secured hereby in the Net Revenues and funds mentioned in this Bond Order shall thereupon cease, terminate and become void, and the District, in such case, may apply any and all balances remaining in any funds or accounts to any lawful purpose of the District as the Governing Body shall determine; otherwise this Bond Order shall be, continue and remain in full force and effect.

Section 11.02. Payments When Funds are Insufficient. Anything in this Bond Order to the contrary notwithstanding, if at any time moneys are insufficient to pay the interest on or the principal of the Bonds as the same become due and payable (either by their terms or by acceleration of maturities), all moneys in the Revenue Fund, together with any moneys then available or thereafter becoming available for such purpose, after payment of all Operating Expenses then due and payable, shall be applied as follows:

(a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied

first: to the payment to the persons entitled thereto of all installments of interest then due, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

second: to the payment to the persons entitled thereto of the unpaid principal of any of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Bond Order), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due, and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or preference; and

third: to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of Bonds, all in accordance with the provisions of Article IV.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

(c) If the principal of all of the Bonds shall have been declared due and payable and if such declaration shall thereafter have been rescinded and annulled, then the moneys then remaining in and thereafter accruing to the Revenue Fund shall be applied in accordance with the provisions of paragraph (a) of this Section.

Section 11.03. Effect of District's Undertakings. All of the covenants, stipulations, obligations and agreements contained in this Bond Order shall be deemed to be covenants, stipulations, obligations and agreements of the District to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, Council, commission, authority, agency or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

The District shall have the right to enter into a contract with any public or private agency for the maintenance, operation and improvement of the System for such periods of time and under such terms and conditions which are not inconsistent with the provisions of this Bond Order as the Governing Body shall determine to be in the best interests of the District and of the Holders of Bonds issued pursuant to the provisions of this Bond Order.

Section 11.04. Notices. Any notice, demand, direction, request or other instrument authorized or required by this Bond Order to be given to or filed with the District or the Bond Registrar shall be deemed to have been sufficiently given or filed for all purposes of this Bond Order if and when sent by registered or certified mail, return receipt requested, to the District or the Bond Registrar if addressed to Water District II at c/o Bertie County, North Carolina, Post Office Box 530, Windsor, North Carolina 27983, Attention: County Manager; and to the Commission, if addressed to the Secretary, Local Government Commission, 3200 Atlantic Avenue, Longleaf Building, Raleigh, North Carolina 27604.

Section 11.05. Execution of Instruments by Holders and Proof of Ownership of Bonds. Any request, direction, consent or other instrument in writing required or permitted by this Bond Order to be signed or executed by Holders may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Holders in person or by agent appointed by an instrument in writing. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of this Bond Order, and shall be conclusive in favor of

the Bond Registrar with regard to any action taken by it under such instrument, if in accordance with the registration books maintained for the bonds.

Any request or consent of the Holder of any Bond shall bind every future Holder of the same Bond in respect of anything done by the Bond Registrar in pursuance of such request or consent.

Section 11.06. Parties Interested Herein. Except as herein otherwise expressly provided, nothing in this Bond Order expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the District, the Bond Registrar and the Holders of the Bonds issued under and secured by this Bond Order any right, remedy or claim, legal or equitable, under or by reason of this Bond Order or any provision hereof, this Bond Order and all its provisions being intended to be and being for the sole and exclusive benefit of the parties hereto and the Holders from time to time of the Bonds issued hereunder.

Section 11.07. Limited Obligations on Bonds. Nothing in the Bonds or in this Bond Order shall be construed as pledging either the faith and credit or the taxing power of the District for their payment, or to create any debt against the District except as payable from Net Revenues, or as conveying or mortgaging the System or any part thereof. No Holder of Bonds has the right to compel the exercise of the taxing power of the District or the forfeiture of any of its property, other than Net Revenues, in connection with any default hereunder.

Section 11.08. No Recourse Against Members, Officers or Employees of the District or the Commission. No recourse under, or upon, any statement, obligation, covenant or agreement contained in this Bond Order, or in any Bond or bond anticipation note hereby secured, or in any document or certification whatsoever, or under any judgment obtained against the District or the Commission, or by the enforcement of any assessment, or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise or under any circumstances, shall be had against any member, officer or employee of the District or the Commission, either directly or through the District for the payment for or to, the District or the Commission or any receiver of either of them, or for, or to, any owner or holder of Bonds or bond anticipation notes or otherwise, of any sum that may be due and unpaid upon any such Bond or bond anticipation note. Any and all personal liability of every nature, whether at common law or in equity or by statute or by constitution or otherwise, of any such member, officer or employee to respond by reason of any act or omission on his or her part or otherwise, for the payment for, or to, the District or the Commission or any receiver of either of them, or for, or to, any owner or holder of Bonds, bond anticipation notes or otherwise, of any sum that may remain due and unpaid upon the Bonds or bond anticipation notes hereby secured or any of them, is hereby expressly waived and released as an express condition of, and in consideration for, the adoption of this Bond Order and the issuance of the Bonds.

Section 11.09. Severability of Invalid Provisions. In case any one or more of the provisions of this Bond Order or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Bond Order or of the Bonds, but this Bond Order and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant,

stipulation, obligation or agreement contained in the Bonds or in this Bond Order shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the District to the full extent permitted by law.

Section 11.10. Issuance of Subordinate Obligations and Expenditures for System Improvements. Nothing in this Bond Order express or implied shall be construed as preventing the District from financing System Improvements (or acquisition or improvement of assets of the District other than the System) by the issuance of obligations which are not secured under the provisions of this Bond Order or from making expenditures for System Improvements from moneys received by the District solely for such purpose. Any Subordinate Indebtedness shall include a provision prohibiting acceleration thereof while any Bonds are Outstanding hereunder.

Section 11.11. Applicable Law. This Bond Order is adopted with the intent that the laws of the State of North Carolina shall govern its construction.

Section 11.12. Headings, Etc. Any headings preceding the texts hereof and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this Bond Order, nor shall they affect its meaning, construction or effect.

Section 11.13. Officers' Authority. The officers and agents of the District are hereby authorized and directed to do all the acts and things required of them by the Bonds and this Bond Order for the full, punctual and complete performance of all of the terms, covenants, provisions and agreements contained in the Bonds and this Bond Order.

Section 11.14. Inconsistent Matters. All orders and resolutions and parts thereof, which are in conflict or inconsistent with any provisions of this Bond Order are hereby repealed and declared to be inapplicable to the provisions of this Bond Order.

Section 11.15. Effective Date. This Bond Order shall be effective immediately upon its adoption.

Commissioner _____ moved the passage of the foregoing resolution and
Director _____ seconded the motion and the resolution was passed by the following
vote:

Ayes: Commissioner _____

Nays: Commissioner _____

Not voting: Commissioner _____

I, Sarah S. Tinkham, Clerk for the Board of Commissioners of Bertie County, sitting as the Board of Commissioners of Bertie County Water District III, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for the District at a regular meeting duly called and held on September 6, 2016, and that the proceedings of such meeting are recorded in the Minutes of the Board of Commissioners. Pursuant to G.S. § 143-318.12, a current copy of a schedule of regular meetings of the District Board of Commissioners of the District is on file in my office.

WITNESS my hand and the official seal of the District this ____ day of September, 2016.

Sarah S. Tinkham, Clerk to the Board

(SEAL)



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: C-4

DEPARTMENT: Governing Body

SUBJECT: Register of Deeds Fees Report – August 2016

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Jarah



Bertie County Register of Deeds

Annie F. Wilson
Register of Deeds

P.O. Box 340
Windsor, NC 27983
252-794-5309
www.bertie-live.inttek.net

NORTH CAROLINA
BERTIE COUNTY

TO: THE BOARD OF COUNTY COMMISSIONERS:

Agreeable to and in compliance with Chapter 590 of the Public Local Laws of North Carolina, Sessions 1913, I beg leave to submit the following statement of all fees, commissions, etc. of any kind collected by me as Register of Deeds for the month of **AUGUST 2016** and for an itemized statement thereof, I respectfully refer you to the following books in my office.

AMOUNT SUBJECT TO GS 161-50.2

10-0030-4344-01	REAL ESTATE REGISTRATION-----	\$4,264.20
10-0030-4344-03	VITAL STATISTICS-----	\$1,521.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)-----	\$244.65
10-0030-4344-04	NO. MARRIAGE LICENSE----- 10 @\$60.00-----	\$600.00
		\$6,629.85
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX-----	\$5,039.00
10-0030-4344-10	STATE TREASURER FEE----- 139 @\$6.20-----	\$861.80
	STATE VITAL RECORDS----- 1 @14.00	\$14.00
		\$12,544.65
10-0000-1251-00	A/R IN/OUT(REFUND)-----	\$7.00
		\$12,551.65

Annie F. Wilson
REGISTER OF DEEDS - BERTIE COUNTY
By: Shakedia L. Williams, Asst.

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES-----	29 @\$6.20=	\$179.80
ADDITIONAL PAGES-----	60 @\$0.40=	\$24.00
DEEDS & OTHER INSTRUMENTS-----	118 @\$1.94=	\$228.92



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: C-5

DEPARTMENT: Governing Body

SUBJECT: Certification of Eligibility – Trillium Playground Grant

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes – 1) Agreement for All-Inclusive Playground
2) Certificate of Eligibility

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Agreement #	0059T-000-FY17
Cost Center #	93
Line Item #	0690-55
Obligated	\$0.00
Date Entered	

**TRILLIUM HEALTH RESOURCES
AGREEMENT WITH THE BERTIE COUNTY FOR INCLUSIVE PLAYGROUND**

Agreement Period: July 1, 2016 – August 31, 2016

This Agreement ("Agreement") is made and entered into as of the 1st day of July, 2016 by and between **Trillium Health Resources (hereinafter referred to as “Trillium”)**, an Area Authority organized and existing pursuant to North Carolina General Statute, Chapter 122C, whose mailing address is 1708 E. Arlington Boulevard, Greenville, NC 27858, and **Bertie County** (hereinafter referred to as the "County"), whose mailing address is PO Box 530, Windsor, NC 27983, and whose tax identification number (or social security number) is 56-6000276.

WITNESSETH

For and in consideration of the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and legal sufficiency of which consideration are hereby acknowledged, the parties intending to be legally bound do hereby agree as follows.

1. County shall manage and ensure the construction and ongoing maintenance of an inclusive playground at Recreational Complex: 1538 South King Street, Windsor, NC 27983 ("Project"). Prior to making any purchases pursuant to this Agreement, County shall seek advance approval regarding the inclusiveness of the playground from Trillium by sending a request for approval to Amy Corbitt at Amy.Corbitt@trilliumnc.org. The Trillium Project Team’s review is limited to whether the playground meets Trillium’s standards of a TRULY Inclusive playground.
 - a. After receipt of the above referenced approval from Trillium Health Resources County shall arrange for construction of the Project to be performed in a professional and workmanlike manner and completed by August 31, 2016 ("Completion Date").
 - b. Trillium shall reimburse County for all actual, qualifying expenses incurred by County before the Completion Date pursuant and subject to section 2 below. Should County fail to complete said construction by the Completion Date, County shall not be required to repay any amounts previously received from Trillium except as specifically provided for herein and Trillium shall reimburse County for all qualifying expenses incurred by County before the expiration of the Completion Date pursuant and subject to section 2 below.
 - c. Except as specifically provided for herein, Trillium will have no ongoing commitment to the Project after the Completion Date.

2. Trillium shall pay County for County's performance of the obligations and services set forth in section 1 of this Agreement up to a maximum of Zero and No/100 Dollars (\$0.00), subject to the following.
 - a. Trillium agrees to pay the County for the services set forth in section 1, provided that in no event the total of payments of services hereunder exceed \$0.00 for fiscal year 2016 – 2017.
 - b. This funding allocation is for actual, qualifying expenses incurred by County in fulfilling its obligations and services set forth in section 1 of this Agreement. Actual, qualifying expenses incurred by County for which Trillium shall pay County include, but are not limited to, the following: (i) expenses incurred for all materials and equipment provided for in the approved playground layout, and (ii) expenses incurred to construct the playground as approved.
 - c. If a deposit is required for any portion of the funding, it will require advance, written approval from Trillium.
 - d. Invoices are due ("Invoice Deadline") by the 10th of the month following the month or months during which the invoice expenditures were incurred and received by County including all receipts and documentation showing proof of where the funds were spent. Each invoice shall have an attestation/certification statement that states the following: "I hereby attest or certify that the services/equipment reported for payment is correct and for the purpose of completing the inclusive playground construction." This statement shall be signed and dated by County.
 - e. Each invoice shall identify the name of the playground.
 - f. Invoices will be sent to - Attention: Accounts Payable, at 144 Community College Road, Ahoskie, NC 27910-9320, or accountspayable@trilliumnc.org.
 - g. Trillium shall make payments to County within thirty (30) days from Trillium's receipt of an approved, accurate and complete invoice.
 - h. Invoices that are received sixty (60) days after the Invoice Deadline will not be processed.
3. It is expressly understood and agreed that, in carrying out the services and obligations to be performed hereunder:
 - a. Any and all other expenses incurred by County in performing the services required herein that are not eligible for payment pursuant and subject to section 2 above shall be at County's sole cost and expense.
 - b. County is an independent contractor and not an employee of Trillium and County shall have all of the rights, duties, and discretion normally associated with such a relationship.
4. This Agreement may be terminated under the following circumstances.
 - a. Trillium may terminate this Agreement immediately if funds granted for the program become unavailable for reasons beyond the control of Trillium for the duration of the Agreement period. Except as specifically provided for herein, any and all of the obligations of Trillium and County under this Agreement shall immediately cease upon such termination. Upon receipt of any notice or reason to believe that such revocation or termination has occurred or may occur, Trillium

shall notify County in writing concerning any such actual or potential unavailability of funds.

- b. The contract may be terminated upon default by either party in the performance of any of the terms, covenants, or conditions of this Agreement and the failure of the defaulting party to remedy, or undertake to remedy, such default for a period of thirty (30) days after receipt of notice from the other party to remedy the same. Notwithstanding such termination, Trillium shall compensate County for services performed under this Agreement prior to the date of such termination. Except as specifically provided for herein, any and all of the obligations of Trillium and County under this Agreement shall immediately cease upon such termination.
5. The parties hereto agree that Trillium may, in its discretion, withhold from any or all of the payments made pursuant to section 2 hereof any amounts which Trillium deems necessary for compliance with any applicable state or federal laws or regulations, including without limitation, the Internal Revenue Code, as amended. Trillium shall provide County the basis for any such withholding in a written statement within the time period during which the related payment would otherwise have been made.
6. Indemnification by County: To the fullest extent permitted by law, and without waiving any applicable defense of sovereign immunity, County shall indemnify and hold harmless Trillium, and Trillium's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or related to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction work for the Project itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of County or County's officers, directors, members, partners, agents, employees, or consultants.
 - a. Indemnification by Trillium: To the fullest extent permitted by law, Trillium shall indemnify and hold harmless County, and County's officers, directors, members, partners, agents, consultants, and employees from reasonable claims, costs, losses, and damages arising out of or related to the Project, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the construction work for the Project itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Trillium or Trillium's officers, directors, members, partners, agents, employees, or consultants.
7. In addition to the foregoing, the following terms and conditions shall be a part of this Agreement:
 - a. Trillium's logo will be prominently displayed on the playground.
 - b. County agrees to acknowledge Trillium as the funding source in any brochures, advertising, trainings, or other information distributed to the public regarding the subject matter hereof. Except as required hereinabove, County should not use the

Trillium name on any literature without obtaining prior written approval from Trillium.

8. This Agreement shall be construed according to and governed by the laws of the State of North Carolina notwithstanding the fact that both or either of the parties hereto is or may become a resident or citizen of another state or country.
9. This Agreement contains the entire agreement of the parties hereto. No modification, amendment, change or discharge of any terms or provisions of this Agreement shall be valid or binding unless the same is in writing and signed by both the parties hereto. No waiver of any of the terms of this Agreement shall be valid unless signed by the party against whom each such waiver is asserted. Any waiver of any provision of this Agreement in any instance shall not be a waiver in any other instance; and, according to policy adopted by Trillium, County shall not be restricted to fund balance limitations.
10. Upon request, County shall make its annual audit and accounting records available to Trillium.
11. County agrees to secure and maintain all appropriate insurance, including worker's compensation, general liability and property damage, payment and performance bonds and agrees to provide Trillium with proof of such insurance upon receipt. It is expressly acknowledged by Trillium that County's participation in the North Carolina League of Municipalities IRFFNC or its equivalent and County's self-insurance with regard to worker's compensation will satisfy all of County's obligations regarding liability insurance hereunder.
12. This Agreement shall contain no stricken or initialed provisions, other than for correction of minor clerical errors. Any stricken or initialed provisions shall not be deemed removed from this Agreement and the Agreement shall be interpreted as if such provisions had not been stricken. Both parties to this Agreement must initial corrections of clerical errors.

SIGNATURES FOR TRILLIUM

SIGNATURES FOR CONTRACTEE

HEALTH RESOURCES

Leza Wainwright, CEO

**John Trent, Chairman of the Bertie
County Board of Commissioners**

Date

Date

This instrument has been pre-audited in the manner required by the Local Budget and Fiscal Control Act, General Statute, 159.

**SIGNATURES FOR TRILLIUM
HEALTH RESOURCES**

SIGNATURES FOR CONTRACTEE

**Joy Futrell, Vice President,
Business Operations**

**William Roberson,
Finance Officer**

Date

Date

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CERTIFICATION OF ELIGIBILITY

Under the Iran Divestment Act

Pursuant to G.S. 147-86.59(a), any person identified as engaging in investment activities in Iran, determined by appearing on the Final Divestment List created by the State Treasurer, is ineligible to contract with the State of North Carolina or any political subdivision of the State, including but not limited to Trillium Health Resources, a Local Management Entity/Managed Care Organization (LME/MCO).

The Iran Divestment Act of 2015, G.S. 147-86.59(a), (b), requires that each Vendor, prior to contracting with the LME/MCO, will certify to the following:

1. That the Vendor is not identified on the Final Divestment List of entities that the State Treasurer has determined engages in investment activities in Iran;
2. That the Vendor shall not utilize, on any contract with the LME/MCO, any subcontractor that is identified on the Final Divestment List; and
3. That the undersigned is authorized by the Vendor to make this Certification.

The State Treasurer's Final divestment List can be found on the State Treasurer's website at the address, www.nctreasurer.com/iran and will be updated every 180 days.

Vendor: _____

By: _____
Signature Date

Printed Name Title



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: C-6

DEPARTMENT: Governing Body

SUBJECT: Tax Release Journal – July 2016

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---



Bertie County Tax Department
PO Box 527
106 Dundee St.
Windsor, NC 27983
Phone: (252) 794-5310
Fax: (252) 794-5357

July 27, 2016

William Roberson
Bertie County Finance Officer
Windsor, NC 27983

Dear Mr. Roberson:

Attached you will find a (1) Computer Printout and, (2) Copies of the appropriate pages of the "Error Journal" (Ledger) manually maintained in the tax office, both relative to Errors and Releases which are now ready for your approval.

The errors and releases herein are for the month of **July** and this request for your approval is made pursuant to "Resolution of the Board of Commissioners" dated August 5, 1985. This may also serve as your report to the Board of Commissioners required by the same "Resolution."

Respectfully Submitted,



Tax Administrator

Approved on _____ 20____

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2006	7/27/2016	Riddick, St. Mark, Heirs 07A6910353789	G01	\$91.74	\$4.00	\$0.00		\$95.74
		County Foreclosure						
								<u>\$95.74</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2007	7/27/2016	Riddick, St. Mark, Heirs 07A6910353789	G01	\$77.61	\$4.00	\$0.00		\$81.61
		County Foreclosure						
								<u>\$81.61</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2008	7/27/2016	Riddick, St. Mark, Heirs 08A6910353789	G01	\$77.61	\$4.00	\$0.00		\$81.61
		County Foreclosure						
								<u>\$81.61</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2009	7/27/2016	Riddick, St. Mark, Heirs 09A6910353789	G01	\$77.61	\$4.00	\$0.00		\$81.61
		County Foreclosure						
								<u>\$81.61</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2010	7/27/2016	Riddick, St. Mark, Heirs 10A6910353789	G01	\$77.61	\$4.00	\$0.00		\$81.61
		County Foreclosure						
	7/27/2016	Peele, Casey 10A5950567231	G01	\$315.53	\$4.00	\$0.00		\$319.53
		County Foreclosure	C02	\$307.44				\$307.44
								<u>\$708.58</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2011	7/27/2016	Riddick, St. Mark, Heirs 11A6910353789	G01	\$77.61	\$2.50	\$0.00		\$80.11
		County Foreclosure						
	7/27/2016	Peele, Casey 11A5950567231	G01	\$315.53	\$2.50	\$0.00		\$318.03
		County Foreclosure	C02	\$307.44				\$307.44
								<u>\$705.58</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2012	7/27/2016	Riddick, St. Mark, Heirs 12A6910353789	G01	\$77.61	\$2.50	\$0.00		\$80.11
		County Foreclosure						
	7/27/2016	Peele, Casey 12A5950567231	G01	\$207.80	\$2.50	\$0.00		\$210.30
		County Foreclosure	C02	\$202.47				\$202.47
								<u>\$492.88</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2013	7/27/2016	Riddick, St. Mark, Heirs 13A6910353789	G01	\$83.58	\$2.50	\$0.00		\$86.08
		County Foreclosure						
	7/27/2016	Peele, Casey 13A5950567231	G01	\$223.78	\$2.50	\$0.00		\$226.28
		County Foreclosure	C02	\$202.47				\$202.47
								<u>\$514.83</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2014	7/27/2016	Riddick, St. Mark, Heirs 14A6910353789	G01	\$83.58	\$2.50	\$0.00		\$86.08
		County Foreclosure						
	7/27/2016	Peele, Casey 14A5950567231	G01	\$223.78	\$2.50	\$0.00		\$226.28
		County Foreclosure	C02	\$202.47				\$202.47
								<u>\$514.83</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2015	7/27/2016	Riddick, St. Mark, Heirs 15A6910353789	G01	\$83.58	\$2.50	\$0.00		\$86.08
		County Foreclosure						
	7/27/2016	Peele, Casey 15A5950567231	G01	\$223.78	\$2.50	\$0.00		\$226.28
		County Foreclosure	C02	\$202.47				\$202.47
								<u>\$514.83</u>

RLS*16*211	DATE	NAME	CODE	LEVY	ADV	PEN	INT	TOTAL
2016	7/14/2016	Shamblee, Christine 16A26795.40.1	G01	\$2.05	\$0.00	\$0.21		\$2.26
		BPP Audit adjustment						
								<u>\$2.26</u>

Tax Collections
07/27/16

Detail Transactions by Group

RTC020303

Page 1

Group Number RLS*16*211

Abatement

Effective Date 07/14/16

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl. Chgs	Interest Amount	Disct Amount	Im. Check Cde	Trans. Rev Descriptn
1	07/14/16	26795	16A26795.40.1	G01	2.26-	2.05-	0.21-		0.00			
***		SHAMBLEE, CHRISTINE W			2.26-	2.05-	0.21-	0.00	0.00	0.00	R	PG179
2	07/27/16	11163	15A6910353789	G01 AD	83.58- 2.50-	83.58- 2.50-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			86.08-	86.08-	0.00	0.00	0.00	0.00	R	PG98
3	07/27/16	11163	14A6910353789	G01 AD	83.58- 2.50-	83.58- 2.50-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			86.08-	86.08-	0.00	0.00	0.00	0.00	R	PG27
4	07/27/16	11163	13A6910353789	G01 AD	83.58- 2.50-	83.58- 2.50-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			86.08-	86.08-	0.00	0.00	0.00	0.00	R	PG9
5	07/27/16	11163	12A6910353789	G01 AD	77.61- 2.50-	77.61- 2.50-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			80.11-	80.11-	0.00	0.00	0.00	0.00	R	PG269
6	07/27/16	11163	11A6910353789	G01 AD	77.61- 2.50-	77.61- 2.50-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			80.11-	80.11-	0.00	0.00	0.00	0.00	R	PG248
7	07/27/16	11163	10A6910353789	G01 AD	77.61- 4.00-	77.61- 4.00-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			81.61-	81.61-	0.00	0.00	0.00	0.00	R	PG207
8	07/27/16	11163	09A6910353789	G01 AD	77.61- 4.00-	77.61- 4.00-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			81.61-	81.61-	0.00	0.00	0.00	0.00	R	PG172
9	07/27/16	11163	08A6910353789	G01 AD	77.61- 4.00-	77.61- 4.00-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			81.61-	81.61-	0.00	0.00	0.00	0.00	R	PG19
10	07/27/16	11163	07A6910353789	G01 AD	77.61- 4.00-	77.61- 4.00-	0.00 0.00		0.00 0.00			
***		RIDDICK, ST MARK, HEIRS			81.61-	81.61-	0.00	0.00	0.00	0.00	R	PG121
11	07/27/16	11163	06A6910353789	G01 AD	91.74- 4.00-	91.74- 4.00-	0.00 0.00		0.00 0.00			

Tax Collections
07/27/16

Detail Transactions by Group

RTC020303
Page 2

Group Number RLS*16*211

Abatement

Effective Date 07/14/16

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interest Amount	Discont Amount	Trn Check Cde	Trans Rev Number	Trans Rev Descriptn
***			RIDDICK, ST. MARK, HEIRS		95.74-	95.74-	0.00	0.00	0.00	0.00	R	PG77	
12	07/27/16	28113	10A5950567231	G01	315.53-	315.53-	0.00		0.00				
				C02	307.44-	307.44-	0.00		0.00				
				AD	4.00-	4.00-	0.00		0.00				
***			PEELE, CASEY B		626.97-	626.97-	0.00	0.00	0.00	0.00	R	PG207	
13	07/27/16	28113	11A5950567231	G01	315.53-	315.53-	0.00		0.00				
				C02	307.44-	307.44-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***			PEELE, CASEY B		625.47-	625.47-	0.00	0.00	0.00	0.00	R	PG248	
14	07/27/16	28113	12A5950567231	G01	207.80-	207.80-	0.00		0.00				
				C02	202.47-	202.47-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***			PEELE, CASEY B		412.77-	412.77-	0.00	0.00	0.00	0.00	R	PG269	
15	07/27/16	28113	13A5950567231	G01	223.78-	223.78-	0.00		0.00				
				C02	202.47-	202.47-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***			PEELE, CASEY B		428.75-	428.75-	0.00	0.00	0.00	0.00	R	PG9	
16	07/27/16	28113	14A5950567231	G01	223.78-	223.78-	0.00		0.00				
				C02	202.47-	202.47-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***			PEELE, CASEY B		428.75-	428.75-	0.00	0.00	0.00	0.00	R	PG27	
17	07/27/16	28113	15A5950567231	G01	223.78-	223.78-	0.00		0.00				
				C02	202.47-	202.47-	0.00		0.00				
				AD	2.50-	2.50-	0.00		0.00				
***			PEELE, CASEY B		428.75-	428.75-	0.00	0.00	0.00	0.00	R	PG98	

Tax Collections
07/27/16

Detail Transactions by Group

RTC020303
Page 3

Group Number RLS*16*211

Abatement

Effective Date 07/14/16

Seq Nbr	Date	Account Number	Taxbill Number	Tax Code	Transaction Amount	Levy Amount	Penalty Amount	Addl Chgs	Interst Amount	Discont Amount	Txn Check Cde	Trans. Rev	Descriptn
Tax Code Totals													
				AD*06 - ADVERT	4.00-	4.00-	0.00	0.00	0.00	0.00		0.00	
				AD*07 - ADVERT	4.00-	4.00-	0.00	0.00	0.00	0.00		0.00	
				AD*08 - ADVERT	4.00-	4.00-	0.00	0.00	0.00	0.00		0.00	
				AD*09 - ADVERT	4.00-	4.00-	0.00	0.00	0.00	0.00		0.00	
				AD*10 - ADVERT	5.00-	5.00-	0.00	0.00	0.00	0.00		0.00	
				AD*11 - ADVERT	5.00-	5.00-	0.00	0.00	0.00	0.00		0.00	
				AD*12 - ADVERT	5.00-	5.00-	0.00	0.00	0.00	0.00		0.00	
				AD*13 - ADVERT	5.00-	5.00-	0.00	0.00	0.00	0.00		0.00	
				AD*14 - ADVERT	5.00-	5.00-	0.00	0.00	0.00	0.00		0.00	
				AD*15 - ADVERT	5.00-	5.00-	0.00	0.00	0.00	0.00		0.00	
				CO2*10- AUL	307.44-	307.44-	0.00	0.00	0.00	0.00		0.00	
				CO2*11- AUL	307.44-	307.44-	0.00	0.00	0.00	0.00		0.00	
				CO2*12- AUL	202.47-	202.47-	0.00	0.00	0.00	0.00		0.00	
				CO2*13- AUL	202.47-	202.47-	0.00	0.00	0.00	0.00		0.00	
				CO2*14- AUL	202.47-	202.47-	0.00	0.00	0.00	0.00		0.00	
				CO2*15- AUL	202.47-	202.47-	0.00	0.00	0.00	0.00		0.00	
				G01*06- BRT TAX	91.74-	91.74-	0.00	0.00	0.00	0.00		0.00	
				G01*07- BRT TAX	77.61-	77.61-	0.00	0.00	0.00	0.00		0.00	
				G01*08- BRT TAX	77.61-	77.61-	0.00	0.00	0.00	0.00		0.00	
				G01*09- BRT TAX	77.61-	77.61-	0.00	0.00	0.00	0.00		0.00	
				G01*10- BRT TAX	393.14-	393.14-	0.00	0.00	0.00	0.00		0.00	
				G01*11- BRT TAX	393.14-	393.14-	0.00	0.00	0.00	0.00		0.00	
				G01*12- BRT TAX	285.41-	285.41-	0.00	0.00	0.00	0.00		0.00	
				G01*13- BRT TAX	307.36-	307.36-	0.00	0.00	0.00	0.00		0.00	
				G01*14- BRT TAX	307.36-	307.36-	0.00	0.00	0.00	0.00		0.00	
				G01*15- BRT TAX	307.36-	307.36-	0.00	0.00	0.00	0.00		0.00	
				G01*16- BRT TAX	2.26-	2.05-	0.21-	0.00	0.00	0.00		0.00	
Total for Group RLS*16*211					3794.36-	3794.15-	0.21-	0.00	0.00	0.00			
***** Totals By Tax Cycle *****													
Cycle					Current	Delinquent							
A					2.26-	3792.10-							



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: D-1

DEPARTMENT: Governing Body

SUBJECT: Review and consider continued effort to reactivate 2009 Rural Center grant and project ordinance approved previously on September 21, 2015

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Discussion requested.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Discussion requested.

ATTACHMENTS: Yes – 1) Minutes & Project Ordinance
2) Correspondence from NC Rural Economic Development Division dated August 24, 2016

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

**Windsor, North Carolina
September 21, 2015
Regular Meeting**

ABRIDGED

The Bertie County Board of Commissioners met for their regularly scheduled meeting at 7:00pm inside the Roxobel Community Building located at 211 E. Church Street, NC 27872. The following members were present or absent:

Present: Ronald "Ron" Wesson, District I
Stewart White, District II
Tammy A. Lee, District III
John Trent, District IV

Absent: Ernestine (Byrd) Bazemore, District V

Staff Present: County Manager Scott Sauer
Clerk to the Board Sarah S. Tinkham
Assistant County Attorney Jonathan Huddleston
Information Systems Administrator Joe Wilkes
Finance Officer William Roberson

Gene Motley of the Roanoke-Chowan News Herald and Barry Ward of the Bertie-Ledger Advance were present from the media.

DISCUSSION AGENDA

Discuss 2009 NC Rural Center Grant Amendment for Water District IV system improvements and consider approval of proposed Capital Project Ordinance contingent upon NCDENR authorization to amend the grant agreement

The Kelford water system was initially merged with the County's Water District IV in the 2007-2008 timeframe and the 2009 NC Rural Economic Development Center's grant was integral to this effort to address low water pressures and replacement of undersized water lines.

In the past 12 months, the County has evaluated the area of Water District IV which serves Kelford, which is a very rural section of northern Bertie County. This hydraulic study evaluated

the need for improvements to Kelford’s water system (constructed in early 1960s) and its connections with the nearby communities of Lewiston-Woodville and Roxobel.

It is proposed to utilize the remaining Rural Center grant funds with a focus on meter replacement for Kelford customers, and to construct a six inch water line connecting the Town of Kelford with the Town of Roxobel along NC 308 or Governor’s Road. This proposed project would allow the County to utilize the Rural Center grant funds in a separate project, and the work will be completed by June 30, 2016. This approach will require a local match of approximately \$125,458 appropriated from cash reserves in Water District IV.

Chairman Wesson made a **MOTION** to approve the presented grant amendment and capital project ordinance to connect the Towns of Roxobel and Kelford and to replace meters in the Town of Kelford and establish ten water services connections on NC 308. The proposed project ordinance is contingent upon authorization from the State to move forward using remaining 2009 NC Rural Center Grant Funds. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Capital Project Ordinances reads as follows:

**Bertie County
Project Ordinance - Water District IV
2009 NC Rural Center Grant Amendment
September 2015**

BE IT ORDAINED by the Governing Board of the County of Bertie, North Carolina that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

Section I. The Governing Board of the County of Bertie, sitting as the Board of Commissioners for Water District IV unanimously accepted and approved the NC Rural Economic Development Center grant for Kelford waterline upgrades in January 2009.

Section II. Bertie County Water District IV proposes to utilize the remaining 2009 grant funds to continue to make improvements to serve Kelford area customers. Additionally, Bertie County Water District IV appropriated fund balance reserves will be provided to extend a six inch water line connecting the Towns of Kelford and Roxobel.

Section III. These improvements are consistent with the capital improvement plan for Bertie County’s regional water system consisting of Water Districts I, II, III, and IV; and

BE IT RESOLVED, that the Chairman and County Manager are directed to execute the amended grant agreement and all permit applications associated with this project.

The following revenue is anticipated to be available to complete this project:

Water District IV (local) Appropriated fund balance	\$125,458
NC Rural Economic Development	\$72,262
<hr/>	
Total Project Funding	\$197,720


The following amounts are appropriated for the project:

*Construction, Engineering Fees, and Easement Acquisition fees for 8,170 feet of six inch water line will total \$130,720. The following costs will also be included for a final total of \$197,720.

*Construction	130,720
Meters	59,500
Water Services	7,500
<hr/>	
Total Project Cost	\$197,720

Copies of this capital project ordinance shall be furnished to the Clerk to the Governing Body, and to the County Manager and to the Finance Officer for direction in carrying out this project.

Adopted this day 21st day of September, 2015.



Ronald D. Wesson, Chairman
Board of Commissioners for Water District IV



Sarah S. Tinkham, Clerk to the Board

RECESS

Chairman Wesson recessed the meeting until 6:00PM at the DSS Training Room for a joint meeting with the Commissioners and the Bertie County Planning Board.

Ronald D. Wesson, Chairman

Sarah S. Tinkham, Clerk to the Board



Rural Economic Development
COMMERCE

DR. PATRICIA MITCHELL, CECD
Assistant Secretary

August 24, 2016

Mr. Scott Sauer
Bertie County Water District IV
PO Box 530
Windsor, NC 27983-0530

Re: Grant Status: Default
Contract Reference #: 2009-353-40101-112
Project Title: Kelford Waterline Upgrades

Dear Mr. Sauer:

The NC Department of Commerce is pleased to partner with Bertie County Water District IV to assist with "Kelford Waterline Upgrades".

The grant has term has expired and Bertie County Water District IV should immediately submit a comprehensive progress report regarding the status of the project. If an extension to the grant term end date is requested, Bertie County Water District IV should provide a detailed description of the reason for the project delay and a revised timeline for completion as an element of the progress report. Extensions will not be granted past one additional year and, if approved, will be the last extension for the project.

Progress Report forms can be found on the Commerce website at <http://www.nccommerce.com/rd/rural-grants-programs/forms>.

The required documents must be received at Commerce within 30 days of the date of this letter. Failure to submit the requested documents will result in the deobligation of the balance of the grant.

If you have questions or if you need any additional information, please feel free to contact me at (919) 814-4661 or melody.adams@nccommerce.com.

Sincerely,

Melody Adams, Director, Rural Grants Programs
Rural Economic Development Division

Nothing Compares™

State of North Carolina | Rural Economic Development Division
301 North Wilmington Street | 4346 Mail Service Center | Raleigh, NC 27699-4300
pat.mitchell@nccommerce.com | 919 814 4653 T



BERTIE COUNTY

106 DUNDEE STREET
POST OFFICE BOX 530
WINDSOR, NORTH CAROLINA
27983
(252) 794-5300
FAX: (252) 794-5327
WWW.CO.BERTIE.NC.US

BOARD OF COMMISSIONERS

JOHN TRENT, Chairman
ERNESTINE (BYRD) BAZEMORE, Vice Chairman
RONALD "RON" WESSON
TAMMY A. LEE
STEWART WHITE

September 1, 2016

Melody Adams, Director, Rural Grants Programs
Rural Economic Development Division
301 North Wilmington Street
4336 Mail Service Center
Raleigh, NC 27600-4300

Re: Contact Reference # 2009-353-40101-112
Project Title: Kelford Waterline Upgrades

Dear Ms. Adams,

Thank you for the opportunity to extend the grant timeline for the Kelford project served by Bertie County Water District IV. My service as county manager in Bertie County commenced in July 2013, and one of the first project engagements for the Board of Commissioners was issuance of a request for qualifications for the selection of a new consulting engineer. Green Engineering was selected, replacing McDavid and Associates, the original engineer of record for this project.

The Board of Commissioners requested a comprehensive operational evaluation of the County's water system, which is comprised of four water districts. Most notably, the report indicated that the annual unaccounted water loss averaged forty-three (43%) over the most recent four-year period.

The County has adopted a capital improvement plan and successfully sought financing through both USDA Rural Development and NC Water Infrastructure state revolving fund securing several loan and grant awards to address this issue in addition to the merger and consolidation of several small municipal and community water distribution systems.

Quite frankly, Bertie County administration and its governing body were unaware of the outstanding grant award and the lack of reporting for the 2009 Rural Economic Development Center project for Bertie County Water District IV to serve the Town of Kelford, until we were contacted by Keith Krzywicki, PE and George Collier last August.

Bertie County had a major shift in leadership with the December 2012 elections, where two seats turned over, including the long-time Chairman of the Board. The year prior (2011), the county

manager resigned after twelve years in the position, and an interim manager was appointed, who retired in December 2012. Another interim county manager was appointed in January 2013 and served until my appointment in July 2013.

In addition, the long term Finance officer retired in March 2011, and her replacement was released in August 2011, and an interim finance officer was appointed in October 2011. The current finance officer was appointed in February 2012.

Leading up to December 2012, and concurrent with the leadership changes described above, the County had two very significant projects:

- \$20.4 million financing for construction of a new high school using federal stimulus funds (Qualified School Construction Bonds).
- \$11.7 million in refunding (refinancing) of all USDA Rural Development debt for four (4) Water Districts.

Clearly, the leadership transition and these two major financing projects led to an oversight regarding the 2009 Rural Center project administration.

My recent research of events and facts regarding this grant are as follows:

The original project (Kelford Waterline Upgrades) was awarded on June 24, 2009 and had an anticipated project end date of December 31, 2012.

The last payment on the project was June 15, 2011.

Last year, as these revelations occurred and I had discussions with Mr. George Collier, the Board of Commissioners (sitting as the Board of Commissioners for Bertie County Water District IV) approved a project ordinance which incorporated the remaining grant funds, in addition to \$125,000 in local funds to complete this project. This board action was approved September 21, 2015.

Looking forward, utilizing the project ordinance authorization as approved last fall, the revised project would continue to loop the original water main to Kelford area and provide additional hydraulic strength to the District and Town of Kelford system, which was merged and consolidated with the District in 2007. Additionally, we propose to include approximately 215 meter replacements for the Kelford system to further reduce the water loss issue with new meter accuracy and technology.

The proposed project scope would include the following improvements:

- 7600 feet of 6 inch and four inch water mains
- Two main hydrants
- Main line valves
- Approximately 215 meter replacements with AMR technology
- Engineering
- Construction observation
- Permitting

The estimated cost for this project would be approximately.....\$197,720.83

Project revenues are estimated:

NC Rural Development.....	\$ 72,262.83
Water District IV Cash Contribution.....	\$125,458.00
<hr/>	
ESTIMATED TOTAL	
REVENUES.....	\$197,720.83

The following is a time line to complete the outstanding improvements:

Official offering of the \$72, 262.63 by.....	Sept 31, 2016
Resolution to accept by the board by.....	Oct 3, 2016
Authorized engineering contracts to begin design.....	Oct 17, 2016
Submit plans and spec for permitting.....	Dec 15, 2016
Received approval and permits.	Mar 1, 2017
advertise and receive bids	Apr 11, 2017
Award and notice to proceed	May 1, 2017
Project completion.....	Jul 1, 2017
Project close out.....	Aug 1, 2017

On behalf of the Bertie County Board of Commissioners, please accept our apologies for the confusion, and our gratitude for the opportunity to continue this important infrastructure improvement. Your leadership and support for this project is greatly appreciated.

The Bertie County Board of Commissioners respectfully request and thank you for your reconsideration of the grant extension.

Should you require any additional information, please do not hesitate to contact me at scott.sauer@bertie.nc.gov or by phone at 252-794-6112.

With kind regards,

Scott T. Sauer,
County Manager



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: D-2

DEPARTMENT: Governing Body

SUBJECT: Proposed Agenda for September 14th Work Session

COUNTY MANAGER RECOMMENDATION OR COMMENTS:

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S):

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

Topics for Discussion
September 14, 2016 Work Session
2:00 to 5:00PM

- 1) **CAMA Application**—Emily Miller completed the final parts of the application (there is no letter of intent) this morning and Steve Biggs delivered the package to the NCDEQ’s Division of Coastal Management’s regional office in Elizabeth City this afternoon.
 - Any update for the County Attorney’s communication with property owner for the 10.35 acres?

- 2) **Non-Emergency Transport**—The increased volume remains steady and as of close of business today, we have had 154 transports and breaking the 300 marks looks highly probable for the month of August 2016.
 - Review revenue and business volume for consideration of adding NETS ambulance from existing budget.

- 3) **Blue Jay Recreation Park**—In addition to taking quotes from local contractors for the parking lot grading and materials, Anthony Rascoe has received a proposition from NCDOT to handle this project in conjunction with the driveway access improvements. Mr. Woody Pierce is working on a proposal to have his crews install the pipes and construct four (4) forty foot driveway entrances to the parking area, in addition to handling the grading and compacting. Mr. Pierce has suggested that his pricing on the “crush & run” material (estimated 300 tons) will save the County significant costs.
 - Discuss potential grant opportunities for Blue Jay site improvements

- 4) **Public Buildings---project updates**
 - Sheriff’s relocation
 - Courthouse renovations—first floor and second floor
 - DRC building –tenant requests for ADA compliance repairs and building security concerns from Probation Supervisor
 - Administration—update on HVAC, bats, outside lettering

- 5) **Refinement of the housing project initiative and operational sustainability**—plus impact of demolition and loss of warehouse space and potential options to replace this space; disposition of county records stored at this site will need to be destroyed or relocated
- 6) **Hotel project** – possible next steps for joint efforts with the Town of Windsor—site acquisition
- 7) **Salary study recommendations**—continue the discussions and implementation options, revenue estimates for new sales tax impact and continued requests for Sheriff’s Office impact.
- 8) **Public Safety and Private Road Access Ordinance**—review latest draft
- 9) **Dangerous Weapons Ordinance**—review first draft—review latest draft
- 10) **Countywide Recreation Master Plan**—review progress and community input session schedule
- 11) **TGOW/Albemarle Sound Waterfront**—begin outlining facility management strategies and alternatives, including use of Cadet students and graduates, and discuss NCSU School of Design & Landscape Architecture proposed scope of work
- 12) **Revaluation** effective January 1, 2020 begins its thirty-six (36) month process in January 2017 with the announcement to receive proposals from the County’s RFP, followed by the selection process for the mass appraisal contractor, development of the schedule of values, field work by appraisal staff for the 18,300 parcels, informal & formal appeals and final notices of value sent to property owners.
- 13) **Regional Landfill Host Agreement** - set calendar for developing negotiating criteria for renewal of the and Twenty (20) year franchise for Republic Services which expires in mid-October 2018.
- 14) **Review water projects for all Districts**

For example, locating the booster pump station in Water District IV is somewhat problematic, and one solution is what the attorneys often call a “friendly condemnation” and we will need Jonathan Huddleston, Ricky Spivey and Green Engineering for this discussion.
- 15) **Broad band access** and areas not covered in Bertie County
- 16) **Review County property currently under lease**, status and future considerations



Bertie County

Board of Commissioners

ITEM ABSTRACT

MEETING DATE: September 6, 2016

AGENDA ITEM: D-3

DEPARTMENT: Governing Body

SUBJECT: Discuss or approve first draft of 2016-2017 Board of Commissioners meeting schedule

COUNTY MANAGER RECOMMENDATION OR COMMENTS: Recommend approval.

SUMMARY OF AGENDA ITEM AND/OR NEEDED ACTION(S): Recommend approval.

ATTACHMENTS: Yes

LEGAL REVIEW PENDING: N/A

ITEM HISTORY: ---

2017 MEETING SCHEDULE - BERTIE COUNTY BOARD OF COMMISSIONERS			
Meeting Date	Time	Meeting Area	Meeting Location
1/3/2017* Tues.	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
1/17/17* Tues.	7:00 PM	Powellsville	Powellsville Town Hall, 106 E. Main St., Powellsville
2/6/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
2/20/17	7:00 PM	Merry Hill	Mid-Way Community Building, 112 NC 45 North, Merry Hill
3/6/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
3/20/17	7:00PM	Roxobel	Roxobel Community Building, 211 E. Church St., Roxobel
4/3/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
4/17/17	7:00PM	Colerain	Perrytown Volunteer Fire Department, 848 Perrytown Road, Colerain
5/1/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
5/15/17	7:00 PM	Indian Woods	Blue Jay Fire Department, 1653 Indian Woods Road, Indian Woods
6/5/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
6/19/17	7:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
7/3/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
7/17/17	7:00 PM	Lewiston-Woodville	Perdue Farms, 3539 Governors Road, Lewiston-Woodville
8/7/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
8/21/17	7:00 PM	Aulander	Aulander Community Building, 116 S. Commerce St., Aulander
9/5/17* Tues.	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
9/18/17	7:00 PM	Colerain	Trap Volunteer Fire Department, 213 Valentine Farm Road, Colerain
10/2/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
10/16/17	7:00 PM	Kelford	Kelford Community Building, 107 Broadway Street, Kelford
11/6/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
11/20/17	7:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
12/4/17	4:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
12/18/17	7:00 PM	Commissioners Room	106 Dundee Street, Windsor, NC
If there are any questions regarding this calendar, please call the Clerk to the Board at (252) 794-6110.			
This schedule is subject to change. Please visit the County website (http://co.bertie.nc.us) to receive information			
about cancellations or meeting location changes. All meetings are scheduled on Mondays unless denoted with an asterisk (*).			