Bertie County Board of Commissioners



September 8, 2014

BERTIE COUNTY BOARD OF COMMISSIONERS September 8, 2014 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.

(A) *** APPOINTMENTS ***

- 10:00-10:05 Invocation and Pledge of Allegiance by Commissioner Harrell
- **10:05-10:25** Public Comments
- 10:25-10:45 Bertie County Schools Superintendent Elaine White New School Year Update
- 10:45-10:55 Bertie County Health Department and Albemarle Regional Health Services Update by Jerry Parks
- 10:55-11:05 NCACC proposed Legislative Goal to restore state library funding by Albemarle Regional Library Director, Teresa Cole (A-1)
- 11:05-11:20 Public Hearing—to receive comments and citizen input regarding the County's intent to seek funding through Title I of the Housing and Community Development Act for FY2014 CDBG grants to install water system improvements to the Bertie County Regional Water System; and consider adopting a Mission Statement, system improvements, and updated operational documents for the Bertie County Regional Water System (A-2)

Board Appointments (B)

1. FYI – Planning Board (B-1)

Consent Agenda (C)

- 1. Approve minutes for Regular Session 8-18-14 (C-1)
- Accept Register of Deeds
 Fees Report August 2014
 (C-2)
- 3. Consider and approve bid award, contract for services, and Budget Amendment in the amount of \$8,847 for grant funding administered by Bertie Soil and Water Conservation District for stream debris removal and clearing (C-3)
- 4. Consider for approval a three year agreement with MAXIMUS Consulting Services for indirect cost allocation plans for FY13, FY14, FY15 in the amount of \$4,525 per year as budgeted (C-5)

5. Finance Officer Report (C-6)

OTHER ITEMS Discussion Agenda (D)

- Farm Lane Easement Update by Mike Barnette, McDavid & Associates (D-1)
- Board of Equalization and Review – pending case for consideration of taxpayer appeal for two formerly exempt properties (J.P. Law and C.G. White schools) (D-2)
- 3. Bertie VIDANT nonemergency transports services agreement (D-3)
- 4. Diversified Energy Fuel Pricing for Propane (D-4)
- 5. Public Records Request (D-5)
- 6. NC Cooperative Extension FY2014 Bonus Leave Award of 40 hours as part of 2014 State Budget (D-6)

- 7. Town of Lewiston Water Rate Discussion
- 8. Review Road Name Change Application and set Public Hearing date

Commissioners' Reports (E)

County Manager's Reports (F)

County Attorney's Reports (G)

Public Comments Continued

Closed Session

Statutes listed on the back of this page.

Adjourn

NCACC Legislative Goals DRAFT Cumberland County Cumberland County Public Library

Public Education

LIBRARY GOAL - Restore funding to State Aid to Public Libraries Fund to the pre-2011 level of \$15.7 million; and eliminate special provisions that distribute State Aid outside of the equitable formula developed by the State Library Commission.

Public libraries are critical contributors to local workforce development by providing access to computers, job search assistance, small business support, and help with educational goals. Free early literacy programs and materials ensure that all children can attain the skills needed for success in the formal classroom. Summer activities counter the "summer slide" during which school-age children lose reading skills. Public libraries are integral to our communities as centers of lifelong learning accessible to all citizens.

Support for public libraries is a matter of state policy as described in GS 125-7. The State Aid fund supplements, but does not replace, local funding and is distributed to the 80 library systems by a population and per capita income based formula developed by the State Library Commission. As such, State Aid is a critical component of each library's operating budget, especially for regional library systems that serve multi-county areas.

NC Association of County Commissioners

http://www.ncacc.org/

Legislative goals development timeline for NCACC

• Sept. 19, 2014 Goals submission deadline

NCACC Legislative Goals DRAFT Cumberland County Cumberland County Public Library

Sept -Oct. Steering committees review goals
 November Legislative Goals Committee meets

• December Board of Directors reviews and finalizes recommendations

• January 15-16, 2015 Legislative Goals Conference, membership approval of goals

NC League of Municipalities

http://www.nclm.org/Pages/default.aspx



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

J. WALLACE PERRY, Chairman CHARLES L. SMITH, Vice-Chairman RICK HARRELL JOHN TRENT RONALD "RON" WESSON

ADMINISTRATIVE STAFF

SCOTT SAUER, County Manager SARAH SEREDNI, Clerk to the Board

RESOLUTION ADOPTING A MISSION STATEMENT, SYSTEM IMPROVEMENTS, PLANS, AND OPERATIONS FOR THE BERTIE COUNTY REGIONAL WATER SYSTEM

WHEREAS, the Bertie County Board of Commissioners is the governing body for the Bertie County Regional Water System and originally established as Bertie County Water Districts I,II,III, and IV; and

WHEREAS, the Bertie County Board of Commissioners has adopted a mission statement for its regional water system as follows:

"To provide the highest quality of drinking water services to its customers at the lowest possible cost while protecting the environment and maintaining its assets for a sustainable future."

WHEREAS, the County of Bertie has invested in excess of \$33 million in capital construction costs to establish this public utility; and

WHEREAS, the Board of Commissioners has spent considerable time and effort evaluating the Bertie County Regional Water System, determining operational challenges, adopting a long term capital improvement program, and prioritizing preventive maintenance initiatives and operating system enhancements; and

WHEREAS, the Board of Commissioners has directed the County Manager, Water Department Superintendent, and its consulting engineers to actively engage these priorities and system improvements, seeking grant funding where possible and training staff to insure the efficient operation of the water system;

NOW, THEREFORE, BE IT RESOLVED, that the Bertie County Board of Commissioners, adopt the following measures and duly direct management and staff to plan, develop and incorporate the following documents:

- 1) Asset Management Plan
- 2) Capital Improvement Plan for the fiscal years 2014 through 2025
- 3) Back Flow and Cross Connection Prevention Plan
- 4) Operations and Maintenance Plan

BE IT FURTHER RESOLVED, that the County Manager and Water Department Superintendent report to the Board of Commissioners on a regular basis regarding the status of implementation of these measures, efforts to seek funding sources for the governing body's approval, and areas of potential cost savings, system growth and service enhancements.

ATTEST:	BERTIE COUNTY
	BY:
Sarah S. Tinkham	J. Wallace Perry, Chairman of
Clerk to the Board of	the Board of Commissioners of
Commissioners (SEAL)	Bertie County

PUBLISHER'S AFFIDAVIT

North Carolina Bertie County

Michelle Leicester affirms that she is Production Manager of the Bertie Ledger-Advance, a newspaper published weekly at Windsor, Bertie County, North Carolina, and that the advertisement, a true copy of which is hereto attached, entitled:

Notice of Public Hearing Relative to Application by Bertie County

Was published in said the *Bertie Ledger-Advance* on the following date(s):

Aug. 20

And that the said newspaper in which such notice, paper, document or legal advertisement was published, was at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Chapter 1, Section 597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Chapter 1, Section 597 of the General Statutes of North Carolina.

Affirmed and subscribed before me this

2 Day of Soptember 2014

Notary-Public

My Commission Expires Cob 18 2017

... NOTICE OF PUBLIC HEARING RELATIVE TO APPLICATION BY BERTIE COUNTY FOR FUNDING UNDER THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974, AS AMENDED

Notice is hereby given that the Bertie County Board of Commissioners will hold a public hearing on Monday, September 8, 2014, at 10:00 am, or as soon thereafter as the agenda will allow, in the Commissioners Room located at 106 Dundee Street, Windsor, NC, to solicit public input on local community development and needs related to Community Development Block Grant (CDBG) funding for a project in our community.

Bertle County will submit a CDBG Infrastructure application to the North Carolina Department of Environment and Natural Resources in October, 2014. Bertle County Intends to submit an application for a grant of approximately \$1.25 million in CDBG infrastructure funds to install supervisory control and data acquisition improvements for elevated tanks, wells, pumps and bulk meters at scattered locations in the Bertle County Regional Water System.

The following is a tentative list of proposed activities and an estimated budget. The final application will be reviewed at the public hearing:

1 - Supervisory Control and Data Acquisition System.......... \$1,254,880

The estimated budget for these water improvements, complete with all technical services and grant administration, is \$1,254,880, 100% of which will be funded with FY2014 CDBG-I funds.

The proposed project will provide benefits to current customers of the Bertie County Regional Water System, 54% of whom are low and moderate income individuals based on review of 2010 US Census data for Bertie County. No individuals will be displaced nor will any require temporary relocation assistance as a result of the proposed project.

Citizens will also be given the opportunity to provide oral and written comment on the county's use of CDBG funds. All interested citizens are encouraged to attend.

For additional information or to submit written comments, send to Sarah S. Tinkham, Clerk to the Board, PO Box 530, 106 Dundee Street, Windsor, NC 27983, phone (252) 794-5300. Comments should be postmarked by September 3, 2014.

If you plan to attend and require special accommodations because of a disability or physical impairment, please contact Sarah S. Tinkham, Clerk to the Board, at (252) 794-5300 or sarah.tinkham@bertie.nc.gov (TDD # 919/807-4420 or Relay North Garolina TTY# 1-800-735-2962) by Thursday, September 4, 2014.

This information is available in Spanish or any other language upon request. Please contact the County Manager's office, at 252/794-5300, or at the County Administration Offices, 106 Dundee Street, Windsor, NC, for accommodations for this request.

Esta Información está disponible en esp**añol o en cualquier etro id**ioma bajo petición. Por favor, póngase en contacto con Clerk to the Board, al 2521794-5300, o en County Administrator Offices, 106 Dundee Street, Windsor, NC, de alojamiento para esta solicitud.

PUBLISHER'S AFFIDAVIT

North Carolina **Bertie County**

Michelle Leicester affirms that she is Production Manager of the Bertie Ledger-Advance, a newspaper published weekly at Windsor, Bertie County, North Carolina, and that the advertisement, a true copy of which is hereto attached, entitled:

Notice of Public Hearing Relative to Application by Bertie County

Was published in said the Bertie Ledger-Advance on the following date(s):

July 23, 30

And that the said newspaper in which such notice. paper, document or advertisement was published, was at the time of each and every publication, a newspaper meeting all of the requirements and qualifications of Chapter 1, Section 597 of the General Statutes of North Carolina and was a qualified newspaper within the meaning of Chapter 1, Section 597 of the General Statutes of North Carolina.

Affirmed and subscribed before me this

ember 2014

My Commission Expire 2017

NOTICE OF PUBLIC HEARING
"RELATIVE TO APPLICATION BY BERTIE COUNTY
FOR FUNDING UNDER THE HOUSING AND COMMUNITY
DEVELOPMENT ACT OF 1974, AS AMENDED
Notice is hereby given that Bertie County will conduct a public hearing on Monday, August 4, 2014, at 10:00 a.m., or as soon thereafter in the first floor Commissioners Room located at 106
Dundee Street, Windsor, NC, relative to the intention of the County to apply for FY2014 CDBG funding under Title I of the

Housing and Community Development Act.

The purpose of the public hearing is to obtain the views and proposals of the citizens of Bertle County with regard to the determination of priorities for the community development needs of the county. All citizens are requested and encouraged to attend the public hearing and make comments and suggestions.

the public hearing and make comments and suggestions. If additional information is needed, please contact the County Manager's Office at (252) 794-5300. Formal written complaints or comments concerning the application process that are submitted to the County Manager will be responded to within ten working days by the Bertle County Commissioners. Persons with disabilities or who otherwise need assistance should contact Clerk to the Board, Sarah S. Tinkham, at (252) 794-6110 or sarah.tinkham@bertle.nc.gov (TDD # 919/807-4420 or Relay North Carolina TTY# 1-800-735-2962) by Wednesday, July 30, 2014. Accommodations will be made for all who request assistance with participating in the public hearing. This information is available in Spanish or any other language upon request. Please contact the Clerk to the Board of Commissioners, Sarah S. Tinkham, at (252) 794-6110, or at the County Office, 106 Dundee Street, Windsor, NC, for accommodations for this request.

for this request. Esta información está disponible en español o en cualquier otro idioma bajo petición. Por favor, póngase en contacto con Clerk to the Board, Sarah S. Tinkham, al (252) 794-6110, o en County Office, 106 Dundee Street, Windsor, NC, de alojamiento

para esta solicitud.
Please contact Clerk to the Board, Sarah S. Tinkham, at (252)794-6110 or by email at sarah tinkham@bertle.nc.gov with any questions.

GENERAL NARRATIVE

Green Engineering conducted a complete water facilities inventory of the Bertie County Regional Water System during March and April of 2014. Thirteen well sites, eight water storage tanks, three booster stations, two check valve vaults, operations warehouse and billing office was visited. An asset inventory sheet was completed for 26 of the 28 sites. There was no asset report generated for the billing office in the court house or the operations building on 207 County Farm Road. However, there were space and records recommendations made to the governing board. A complete update was made of the facility inventory on a single asset inventory report spread sheet for future reference. All GIS data was reviewed and additional assets were pulled from that data set and posted to the single asset inventory report spreadsheet.

Each of the 26 water facility sites were evaluated and notes posted to the asset assessment sheet for the board and staff's reference and continued action. An inspection was conducted during the time of the asset evaluation by the Washington Regional Water Supply Office staff and their comments were incorporated in each asset sheet findings.

The overall condition of the water system was found to be in good order. There were several deficiencies and repairs that required immediate attention. A budget meeting was held with the County Manager and staff to go over these issues in a general manner to insure that the department was allowed proper funding to see that those issues are corrected before further deterioration of the facilities occurred. BCRWS was found to have an excellent GIS data record system, however, mapping deficiencies were found, which will need to be corrected with some field survey work and investigation. It was also noted in the report that all future assets should be field surveyed and added to the GIS data base.

Correction action resulting from the asset inventory process was the appropriation of additional maintenance funds to outsource system repairs the current staff did not have in-house capability to perform. A performance test was also conducted in May 2014 of all 13 wells with corrective action and recommendations. This service was performed by Magette Pump and Well Company to determine the overall pump condition and reliability of the system at each well. These results are included herein and are part of the Asset Management Plan. A capital improvement plan and a Water Loss Reduction Plan were also adopted by the board.

The Water Loss Reduction Plan has enabled the staff to insure proper valve exercising, maintenance, and record keeping of each specific asset is achieved. Additional effort was made to ensure that the department maintained a current GIS data base and is now evaluating pricing for additional asset survey work for a system merger.



The Board of Commissioners decided after determining the system inventory and its relative condition, to go forward with the full implementation of an Asset Management Plan. Even though the final plan was not completed until August 28, 2014, corrective action was initiated after the initial system inventory and condition analysis was completed.



EXECUTIVE SUMMARY

This Asset Management Plan is developed for the Bertie County Regional Water System and provides the overall inventory of the system, the condition of parts of the system, a look at future development through a Capital Improvements Plan (CIP), and a detailed description of the Operation and Maintenance of the existing infrastructure.

The plan has the following breakouts and direction:

- Increase the knowledge and overall understanding of the system by the County and its users.
- Provide overall asset listing for major items within the regional water system.
- Communicate and show how the assets were rated and the current conditions of the assets.
- Provide a management roadmap and direction for the County's employees and Council



1. INTRODUCTION

This Asset Management Plan is developed for the Bertie County Regional Water System and provides the overall inventory of the system, the condition of parts of the system, a look at future development through a Capital Improvements Plan (CIP), and a detailed description of the Operation and Maintenance of the existing infrastructure.

The plan has the following breakouts:

- Utility Overview: Increase the knowledge and overall understanding of the system by the County and its users
- Utility Assessment: Communicate and justify funding requirements for current and future projects and purchases
- Capital Improvement Plan (CIP): Provide a management roadmap and direction for the County's employees and Council
- Operation and Maintenance (O&M) Strategy and Plan: Demonstrate responsible management of the County's infrastructure, equipment and components

The purposes listed above are to help the County develop, maintain and continue to build a better water system in the most cost effective way. This helps to keep the maintenance costs low, which will also keep the utility rates low for the customers and all stakeholders.

1.1. MISSION STATEMENT

The mission statement defines the goals of the County of Bertie and is the guide for the level of service that the water district wants to provide for its customers. The statement is as follows:

"To provide the highest quality of drinking water services to its customers at the lowest possible cost while protecting the environment and maintaining its assets for a sustainable future."

2. UTILITY OVERVIEW

Bertie County is located in north eastern North Carolina. The county consists of 741 square miles with a population (per the 2012 certified county population estimates) of 20,767. The system is broken into 4 separate water districts that interconnect to provide potable water to the entire county. The following table is an overview of the utility and the population it serves:



Table 2-1. Bertie County Regional Water System Overview

Category	Description
Water Facilities	
Operations Warehouse	207 County Farm Rd., Windsor, NC
Billing Office	106 Dundee Street, Windsor, NC
Distribution System	
Residential Connections	4320
Commercial Connections	26
Municipal Connections	1
Institutional Connections	1
Industrial Connections	
Distribution Mains and Appurtenances	546 miles of various sizes from 3/4" to 16" mains and over 2,828 valves and 325 fire hydrants.
Elevated Storage Tanks	8
Booster Pump Stations	3
Check Valve Vaults	2
Control Systems	Analog Telemetry System
Water Supply Wells	13
Employees/Staff	8 (full time)
Miscellaneous Equipment	Vehicles, etc.

2.1. WATER FACILITIES

The County has a small Operations Warehouse located at 207 County Farm Road, Windsor, NC and a billing office, which is part of a larger building located on 106 Dundee Street, Windsor, NC. Both of the sites are being fully utilized and has the need for expansion in the future when more service areas come online in the future.

2.2. DISTRIBUTION SYSTEM

2.2.1. Distribution Mains and Appurtenances

The existing distribution system is composed of approximately 546 miles of water lines ranging in size from 3/4-inch to 16-inch mains. The county has an existing GIS database for the system that is intact and has information on material type, and size along with some dates of installation. The majority of the pipe material is class 200 PVC with creek crossings and hydrant legs being ductile iron. The 3/4-inch service pipes from the main to the meter base are polyethylene. The GIS database was last updated in 2008 with a small amount of projects that have not been entered.



The system is composed of 2,828 valves, ranging from 3/4-inch through 16-inch, with 231 dead-end blow offs, and 315 fire hydrants. The entire system has been field surveyed and put into the GIS database by McDavid & Associates in conjunction with the county. The overall pipe lengths per district and totals are condensed into Table 2-2 below.

Table 2-2. Overview	v of Pipes in Bertie	County Regional	Water System
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Pipe Size	District I (Miles)	District II (Miles)	District III (Miles)	District IV (Miles)	Totals (Miles)
3/4"	7.81	6.53	10.40	8.39	33.13
1"	0.04	0	0	0	0.04
2"	0.27	1.52	4.40	1.18	7.37
3"	11.00	6.08	12.70	5.78	35.60
4"	35.65	21.23	19.22	26.29	102.38
6"	35.80	61.18	45.49	57.14	199.60
8"	33.65	35.15	30.45	27.11	126.40
10"	0	10.00	10.55	13.75	34.30
12"	1.38	0.60	2.49	2.83	7.30
1455	0.10	0.04	0.04	0	0.18
16"	0	0	0	0.05	0.05

The GIS maps are attached in Appendix A with the listing of the pipe sizes, lengths, material and approximate age and Appendix B for an overall listing of pipes and appurtenances throughout the county.

2.2.2. Elevated Storage Tanks

The Regional Water System has eight elevated water storage tanks ranging in size from 200,000 gallons to 500,000 gallons. The accumulative total storage of all eight tanks is 3,500,000 gallons. Table 2-3 has the listing of the tanks with location, size and other information.

Based upon the net water sold for 2013 of approximately 800,000 gallons per day, the system has just over a 3-day supply. This amount of storage is more than adequate as the minimum state standards for the system is one half day's supply.

The average overflow elevation for seven out of the eight tanks is about 198 feet above sea level. Their overflows are very close, ranging within 0.4 feet of each other. Tank 8 is the tallest tank with an overflow elevation of 229.72 feet above sea level. This tank is located adjacent to the Bertie Correctional Institute along



Cooper Hill Road and was designed to provide a minimal pressure to operate the prison.

Table 2-3. Water Storage Tank Information

Facility	Address	Capacity	Center Pier Elevation (ft)	Height to Overflow (ft)	Overflow Elevation (ft)
Tank 1	217 Mardre Rd. Windsor, NC	500,000	31.419	167.5	198.92
Tank 2	426 Morris Ford Rd. Colerain, NC	500,000	61.571	137.2	198.77
Tank 3	143 NC 45 N Colerain, NC	500,000	45.96	153	198.96
Tank 4	632 Connarista Rd Kelford, NC	500,000	68.667	130	198.67
Tank 5	2347 NC 45 N Colerain, NC	500,000	54.589	144.5	199.09
Tank 6	905 Sans Souci Rd Windsor, NC	200,000	34.696	164	198.70
Tank 7	212 Early Station Rd Ahoskie, NC	500,000	52.808	146	198.81
Tank 8	224 Cooper Hill Rd Windsor, NC	300,000	31.716	198	229.72

Four of the eight tanks have altitude valves, none of which seem to be operable. As a result of the asset management process, the water system director has applied for CDBG funds to replace the four altitude valves and install three new additional altitude valve facilitators (Tank 8 will not require an altitude valve due to the overflow height being 30-foot higher than the rest of the tanks). Maintenance of the tanks is currently provided by Southern Corrosion Company. The tank locations are shown on the GIS maps in Appendix A.

2.2.3. Booster Pump Stations

There are three booster pump stations located around the county with various functions. The booster pump stations are shown on the GIS Maps in Appendix A.

2.2.3.1. Booster Station No. 1

Booster Station 1 (BPS 1) is located on Bull Hill Road and Wakelon Road. The primary function of this station is to transfer water from districts I, III, and IV into district II. The primary carrier line that transfers the water is a 10-inch main. The requirement to boost is due to friction loss within the

lines at the required flow rate. This station is sized to pump 500 gallons per minute and can transfer as much as 720,000 gallons per day. Water District II has the greatest need due to its average day and peak day demands.

2.2.3.2. Booster Station No. 2

Booster Station 2 (BSP 2) is located at the intersection of Sans Souci Road and NC 45. This is the smallest booster station in the system. It is rated for 280 gallons per minute flow, which will convey as much as 403,000 gallons per day. Its primary function is to keep Tank 6 full, which is located on Sans Souci Road near the intersection of Cooper Hill Road.

2.2.3.3. Booster Station No. 3

Booster Station 3 (BSP 3) is located at the intersection of Cooper Hill Road and the entrance into Bertie Correctional Institute. The sole purpose of the pumping station is to boost water from the tank's 198 feet gradient into the overflow of Tank 8 set at 229.72 feet. This station is designed to pump at 400 gallons per minute and can pump as much as 567,000 gallons per day. This is the newest station of the three stations.

2.2.4. Check Valve Vaults

There are currently two check valves with vaults in the distribution system. Both valves are required to check water flow from reentering Water District I. Water Booster Station 1 on Bull Hill Road elevates the system pressure in District II to fill the elevated storage Tank 3 at Merry Hill located on NC 45. In order to effectively channel the water toward Tank 3, check valves area required to prevent water from reentering water District I. Check Valve Vault 1 (CVV 1) is located close to the intersection of Bull Hill Road and Wakelon Road, just north of the intersection on Wakelon Road. The second check valve, Check Valve Vault 2 (CVV 2) is located on NC 45, just north of the intersection of Blackrock Road. See the GIS maps for the locations in Appendix A.

2.2.5. Control Systems

The Bertie County Regional Water System is controlled by an analog telemetry system, which was initially built in the early 1990s and added to each time a new water district was completed. There are currently 24 remote sites that report into



two different central locations. The receiving stations are located in the billing office and the utility operations center. The system communicated via Century Link leased data lines. The current analog system has frequent operational issues. These asset needs to be replaced with a state of the art SCADA system with real time functionality. The County has filed an application for funding through NC Infrastructure CDBG Funding process.

2.2.6. Water Supply Wells

The Bertie County Regional Water System currently has thirteen water supply deep wells with an estimated total daily capacity of 2.975 million gallons per day (based on a 12-hour pumping time). Pumping capacities range from 118,000 gallons per day to 306,000 gallons per day with a pump rate of 165 gallons per minute to 425 gallons per minute respectively. These wells range in depth from 361 feet to 513 feet deep. It is believed, based on the NC Division of Water Resources data, that the ground water supply for Bertie County should be reliable through 2050. This is based on the current levels of water in the three primary aquifers that are presently serving the county and municipal use. These are the Beaufort (entire County), Upper Cape Fear (western two thirds of the county), and Lower Cape Fear (almost the entire county). Because the quality of water in the Upper Cape Fear and deeper aquifers is of high quality, there is little to no treatment required to meet public health drinking water standards other than disinfection. Currently there are no disinfection by-product issues with the Upper Cape Fear and so there is a heavier demand for this aguifer. The State continues to monitor the ground water levels in Bertie County, and there are presently four monitoring sites maintained, which allow measurements from the shallowest to the deepest aquifers. These monitoring wells interface with six different aquifers with constant monitoring for developing a robust database. The water supply wells are listed as follows in Table 2-4.



Table 2-4. Water Supply Well Information

Facility	District	Address	12 Hr. Supply (GPD)	Pump Capacity GPM	Fills	Static Head
WELL #1	III	149 MARDRE RD, WINDSOR, NC	400,000	400	EST 1	198.92
WELL #2	Ш	424 GRABTOWN RD, WINDSOR, NC	400,000	400	EST 1	198.92
WELL#3	1	418 EXTER RED, COLERAIN, NC	252,000	350	EST 2 -5	198.77/199.09
WELL#4	1	829 NC 42, COLERAIN, NC	252,000	350	EST 2-5	198.77/199.09
WELL#5		NOT CONSTRUCTED				
WELL#6	11	535 NC 45N, MERRY HILL, NC	288,000	420	EST 3	198.96
WELL#7	II	1224 BLACK ROCK RD, MERRY HILL, NC	126,000	175	EST 3	198.96
WELL # 8	IV	632 CONNARITSA RD, KELFORD, NC	259,200	360	EST 4	198.67
WELL#9	IV	924 CONNARITSA RD, AULANDER, NC	259,200	360	EST 4	198.67
WELL # 10	I	2347 NC 45N, COLERAIN, NC	237,600	330	EST 5	199.09
WELL # 11	L	203 NEW RD, COLERAIN, NC	216,000	300	EST 5	199.09
WELL # 12	I	1946 WAKELON RD, COLERAIN, NC	288,000	500	EST 5	199.09
WELL # 13	IV	212 EARLY STATION RD, AHOSKIE, NC	252,000	350	EST 7	198.81
WELL # 14	IV	833 FRANCIS MILL RD, AULANDER, NC	288,000	400	EST 4	198.67

2.3. EMPLOYEES/STAFF

There are seven full time employees that operate the water system on a day-to-day basis. The following is the breakout of the types of employees as well as the knowledge base needed for the positions.

Table 2-5. Employee Information Breakout

Position	Education Required	Certifications
Director of Public Works	Secondary Education	A-Dist.; B-Well
Water Field Technician	High School/GED	C-Dist.; C-Well
Utility Customer Services Supervisor	High School/GED	C-Dist.; C-Well
Utility Customer Services Representative	High School/GED	



The experience and education of the employees are critical for the proper operation of the water system.

2.4. MISCELLANEOUS EQUIPMENT

The Bertie County Regional Water System has miscellaneous equipment that is needed for the work and repairs on the system. The equipment is listed in Table 2-6 is a wide range that does not encompass all the equipment, but only those that are worth \$5,000 in cost.

Table 2-6. Miscellaneous Equipment Listing

Category	Quantity	Descriptions
Vehicles		
Service Trucks	2	(1) 2013 F-150; (1) 2008 F-150
Cars/Trucks	2	(1) 2004 Crown Victoria; (1) Mercury Mountaineer
Dump Trucks	1	1988 International, 2.5 Ton Flatbed
	1	1999 Chevrolet C7500 Flatbed
Equipment		
Backhoes	1	1999 Case 590 SL
Trailers	1	1998 Custom Trailer, Heavyweight Series (20 Ton)

3. UTILITY ASSESSMENT

Green Engineering, PLLC, in cooperation with Bertie County, prepared a Water System Operation and System Evaluation Study and Capital Improvements Plan (CIP). The asset inventory and assessment was prepared as part of the study and guidance provided from the US Environmental Protection Agency's (EPA) Checkup Program for Small Systems (CUPSS) to identify and prioritize critical assets. This process included reviewing all assets and recording their conditions, criticality to the utility (consequence of failure) and redundancy (the number of back-up assets to help support each asset). The information collected in the 2014 report was used to assign a risk to each asset. This will ensure that the utility delivers the level of service needed to meet the mission statement and user expectations.

3.1. The following sections define the metrics used to assess the assets:

3.1.1. Condition

The condition of each of the critical assets was ranked according to the following scale:



- Excellent New equipment with ≥90% of anticipated equipment life remaining
- Good Equipment with <90% of anticipated equipment life remaining and in above average condition
- Fair Average condition and suitable for operation
- Poor Not suitable for long-term use due to offset joints, significant corrosion, cracks, reduced capacity, or other mechanical or electrical deficiencies.
- Very Poor Not operable

The condition of the utility assets is further described in Appendix B. Assets rated as poor or very poor are addressed through the CIP.

3.1.2. Consequence of Failure

As defined in the CUPSS guidance, consequence of failure "estimates the degree of impact on utility service should the asset fail". The consequence of failure of each asset was ranked according to the following scale:

- Insignificant Minimal short-term impact on water production and distribution operations.
- Minor Minimal short-term or long-term impact on water production and distribution operations.
- Moderate Operations will be disrupted, but may not impact compliance.
- Major Water production and distribution operations will be severely disrupted, service to customers may be disrupted, and noncompliance is probable.
- Catastrophic The water wells may shutdown, service to customers may be halted, or there may be a water quality emergency.

3.1.3. Redundancy

The redundancy of each asset was recorded as one of the following categories:

- 0% Backup
- 50% Backup
- 100% Backup
- 200% Secondary Backup



3.1.4. Risk Category

As defined in the CUPSS guidance, the risk category identifies the "potential for realization of unwanted adverse consequences or events" associated with the condition of performance of a specific asset. Risks were categorized as:

- High Provide immediate attention to monitor asset condition and develop plans for asset repair. Rehabilitation, or replacement
- Medium Provide aggressive monitoring
- Low Perform routine maintenance for asset to extend remaining useful life

The risk category was assigned based on the probability of failure and the consequence of failure. The probability of failure was estimated based on the remaining useful life of the equipment and the redundancy provided for the equipment. The steps below summarize the method for assigning a risk category to each asset:

1. Assign a numerical factor to the condition, redundancy, and consequence of failure (COF) rankings according to the tables below:

Table 3-1. Numerical Factors for Condition, Redundancy and Consequence of Failure

Condition	% of Useful Life Remaining
Excellent	120%
Good	110%
Fair (Avg.)	100%
Poor	95%
Very Poor	90%

Redundancy	Redundancy Factor
0% Backup	0
50% Backup	0.5
100% Backup	0.9
200% Secondary Backup	0.98

	Condition
COF	Factor
Insignificant	2
Minor	4
Moderate	6
Major	8
Catastrophic	10

- Calculate Estimated Remaining Useful Life (ERUL):
 ERUL = Estimated Useful Life (Current Year Installation Year)
- Calculate Remaining Useful Life (RUL):
 RUL = ERUL x Condition Factor
- Calculate Replacement Year:
 Replacement Year = Current Year + RUL
- 5. Calculate Probability of Failure (POF):
 - a. If RUL < 0, then POF = 10
 - b. Else POF = [[EUL-RUL]/EUL] x [1-Redundancy Factor] x 10]



- 6. Assign Risk Factor Category:
 - a. If COF>5 and POF>5, then Risk Factor = "High Immediate Attention"
 - b. Else, if either COF<5 and POF>5 or COF>5 and POF<5, then Risk Factor = "Medium Aggressive Monitoring"
 - c. Else, Risk Factor = "Low Routine Maintenance"

3.1.5. Estimated Useful Life

Part of the asset calculations above includes estimating the useful life of each component of the water system, such as tanks, water lines, booster pumps, etc. The following estimated useful life was determined from a compilation of charts:

Table 3-2. Estimated Useful Life Table

Asset	Expected Useful Life (in years)
Wells and Springs	25-35
Chlorination Equipment	10-15
Other Treatment Equipment	10-15
Storage Tanks	30-60
Pumps	10-15
Buildings	30-60
Electrical Systems	7-10
Transmission Mains	35-40
Distribution Pipes	35-40
Valves	35-40
Blow-off Valves	35-40
Backflow Prevention	35-40
Meters	10-15
Service Lines	30-50
Hydrants	40-60
Lab/Monitoring Equipment	5-7
Transportation Equipment	10

3.2. Assessment of Existing Inventory

Bertie County Regional Water System asset management team has completed the inventory assessment. The assessment was based on operator knowledge, the



system evaluation study, and observed equipment performance. Table 3-3 lists the assets that are critical to maintain the performance of the regional water system. A more detailed listing for each asset is provided in Appendix C.



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BERTIE COUNTY REGIONAL WATER SYSTEM

Table 3-3. Bertie County Asset Inventory Rating

		Installation			Estimated	Risk		
	Asset	/ Purchase		Consequence	Replacement	Factor	Action Based on	
Asset	Status	Year	Condition	of Failure	Year	Category	Risk	
Distribution System				The second	44 - 56 2 - 11			
2" PVC	Active	1995	Good	Moderate	2037	Medium	Aggressive Monitoring	
3" PVC	Active	1995	Good	Moderate	2037	Medium	Aggressive Monitoring	
4" PVC	Active	1995	Good	Moderate	2037	Medium	Aggressive Monitoring	
6" PVC	Active	1994	Good	Major	2036	Medium	Aggressive Monitoring	
8" PVC	Active	1995	Good	Major	2037	Medium	Aggressive Monitoring	
10" PVC	Active	1995	Good	Major	2037	Medium	Aggressive Monitoring	
12" PVC	Active	1995	Good	Major	2037	Medium	Aggressive Monitoring	
14" PVC	Active	1997	Good	Major	2039	Medium	Aggressive Monitoring	
16" PVC	Active	2000	Good	Major	2043	Medium	Aggressive Monitoring	
Storage Tanks								
EST 1	Active	1994	Good	Minor	2047	Low	Routine Maintenance	
EST 2	Active	1996	Good	Minor	2049	Low	Routine Maintenance	
EST 3	Active	1997	Good	Major	2050	Medium	Aggressive Monitoring	
EST 4	Active	1999	Good	Minor	2053	Low	Routine Maintenance	
EST 5	Active	2002	Good	Minor	2056	Low	Routine Maintenance	
EST 6	Active	2002	Good	Minor	2056	Low	Routine Maintenance	
EST 7	Active	2003	Good	Minor	2057	Low	Routine Maintenance	
EST 8	Active	2005	Good	Major	2059	Medium	Aggressive Monitoring	
Booster Pumps							Service Committee Committee and the Committee of the Comm	
BPS 1	Active	1999	Good	Moderate	2031	Medium	Aggressive Monitoring	
BPS 2	Active	2003	Good	Minor	2047	Low	Routine Maintenance	
BPS 3	Active	2005	Good	Major	2047	Medium	Aggressive Monitoring	
Check Valves				3				
CVV 1	Active	1999	Poor	Minor	2043	Low	Routine Maintenance	
CVV2	Active	1999	Fair (Avg.)	Major	2044	Medium	Aggressive Monitoring	
Water Supply Wells			. 57	111111 D 3 12111				
Well #1	Active	1995	Good	Minor	2026	Low	Routine Maintenance	
Well #2	Active	1995	Good	Minor	2026	Low	Routine Maintenance	
Well #3	Not in Use	1997	Good	Minor	2028	Low	Routine Maintenance	

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BERTIE COUNTY REGIONAL WATER SYSTEM

Asset	Asset Status	Installation / Purchase Year	Condition	Consequence of Failure	Estimated Replacement Year	Risk Factor Category	Action Based on Risk
Well #4	Not in Use	1997	Good	Minor	2028	Low	Routine Maintenance
Well #6	Active	1997	Good	Major	2028	Medium	Aggressive Monitoring
Well #7	Active	1998	Good	Minor	2029	Low	Routine Maintenance
Well #8	Active	1999	Good	Minor	2031	Low	Routine Maintenance
Well #9	Active	1999	Good	Minor	2031	Low	Routine Maintenance
Well #10	Active	2003	Good	Minor	2035	Low	Routine Maintenance
Well #11	Active	2002	Good	Minor	2034	Low	Routine Maintenance
Well #12	Active	2002	Good	Minor	2034	Low	Routine Maintenance
Well #13	Active	2004	Good	Minor	2036	Low	Routine Maintenance
Well #14	Active	2005	Good	Minor	2037	Low	Routine Maintenance
Misc. Equipment							
Service Trucks	Active	2008	Fair	Minor	2013	High	Immediate Attention
Cars/Trucks	Active	2004	Fair	Insignificant	2009	High	Immediate Attention
Dump Trucks	Active	1988	Fair	Minor	1998	High	Immediate Attention
Backhoes	Active	1999	Fair	Minor	2009	High	Immediate Attention
Trailers	Active	1998	Fair	Insignificant	2009	High	Immediate Attention

Notes:

- 1. The water lines grouped per size were installed over a range of years. For the purposes of this table and risk assessment, the earliest installation year for the group is shown.
- 2. The estimated replacement year is based on the installation date for the oldest water line with a diameter group and may not apply to every line within a grouping.



3.3. Value of Assets and Replacement Costs

The assets listed in the above section have detailed the conditions of each major asset owned and operated by Bertie County Regional Water System. The actual worth and replacement cost for those assets need to be defined and estimated based on current worth and estimates for future replacement based on current dollars. The current worth for several of the items are the cost of the items during the time of installation, such as water mains, tanks, and booster pumps minus depreciation. The future costs to replace those same items are estimated with all costs associated with the items listed in Appendix C, Asset Assessment Checklist for each major item.

3.4. Operator Knowledge and Training

There is eight full time staff that operates the Bertie County Regional Water System. The County's distribution system is currently classified as an "A" Class System, requiring the County to have at least one Water Distribution Manager (WDM) classified at a level equal to or higher than the water system's classification. Under the same code, the County's highest purification plants rating is Class C based upon the NC Administrative Code 15A-18C. The highest purification plant classification requires that the County have at least one WDM and one Water Treatment Plant Operator (WTPO) classified at a level equal to or higher than the class. The WDM and WTPO can be the same person. The operator in charge during an operating shift shall have a minimum classification of one level lower than the classification of the distribution system or the purification plants highest class. The Director currently holds an A certification in Distribution Management and a Grade B certification for well treatment.

The County's water system is also required to have a Cross-connection Control Specialist (CCS) responsible for the cross-connection control program and a certified backflow assembly tester (BAT) for inspecting, testing and monitoring backflow prevention assemblies. Table 3-3 shows the comparison and what the minimum requirements need to be for the staff.



Table 3-4. Operator Knowledge and Training Requirements

Training/Certification	Certification	Required	Trained	
Water Distribution Manager (WDM) ¹	A - Distribution	1	1	
Water Treatment Plant Operator (WTPO) ¹	B – Well	1	1	
Operator in Responsible Charge (ORC)	B – Distribution	1	1	
	C – Well			
Backup ORC	C – Well	0	1	
Cross Connection Control Specialist (CCS)	Backflow/Cross	1	1	
	Connection Control			
Backflow Assembly Tester (BAT)	Provided by	Contractor ²		

Notes:

- 1. WDM and WTPO may be the same person.
- 2. Current testing is provided contractor that is hired by private businesses that owns the backflow assembly.

4. CAPITAL IMPROVEMENTS PLAN (CIP)

Bertie County Regional Water System has prepared a water rate study and CIP earlier this year for 5 years and has expanded the CIP to 10 years as required by Federal statutes. The 10-year CIP is provided in Appendix D. The CIP is the description of future capital project needs for the next 10 years and includes a description of recommended improvements, budget costs for recommended improvements, and a description of ongoing/recurring equipment needs.

Capital improvement projects generally create a new asset that previously did not exist or they upgrade and improve an existing asset's capacity. The projects can result from growth or environmental needs, such as the following:

- Expenditure that purchases or creates a new asset or in any way improves an asset beyond its original design capacity
- Upgrades that increase the capacity of the asset
- Construction designed to produce an improvement in the standard operation of the asset beyond its present capacity.

In addition to capital improvement projects, the CIP identifies recurring needs for vehicles and miscellaneous equipment, and renewal/rehabilitation. Renewal expenditure is anything that does not increase the asset's design capacity, but restores an existing asset to its original capacity. Any improvement projects that require more than simply restoring an asset to its original capacity are deemed to be a renewal project, such as the following:



- Activities that do not increase the capacity of the assets (i.e, upgrade and enhance the
 assets restoring them to their original size, condition and capacity)
- Rehabilitation involving improvements and realignment or restores the assets to a new or fresh condition.

In making renewal decisions, the utility considered several categories other than the normally recognized physical, failure or breakage. Such renewal decisions include the following:

- Structural
- Capacity
- Level of service failures
- Outdated functionality
- Cost or economic impact

Because the expected needs of the utility will change each year, the CIP will be updated to reflect those changes.

5. OPERATION AND MAINTENANCE (O&M) STRATEGY AND PLAN

Operation and maintenance (O&M) consists of preventative and emergency/reactive maintenance. Bertie County Regional Water System staff has in place O&M plans to ensure that the utility is achieving the level of service expected. The maintenance strategy focuses on the three areas listed below and will be revisited every year. The existing O&M plans are provided in Appendix E.

5.1. Routine Operations and Preventive Maintenance

Routine operations and preventative maintenance is the day-to-day work necessary to keep assets operating properly, which includes the following:

- 1. Regular and ongoing annual tasks necessary to keep the assets at their requested service level
- Day-to-day and general upkeep designed to keep the assets operating at the required levels of service.
- 3. Tasks that provide for the normal care and attention of the asset including repairs and minor replacements.

Preventative maintenance is carried out because of a planned maintenance program (such as regularly scheduled asset repairs) and historically problematic operations (such as blockages and root infestation). Equipment must be maintained according to manufacturer's recommendations to achieve maximum



return on investment. By simply following the manufacturer's suggested preventative maintenance, the useful life of equipment can be increased 2 to 3 times when compared to run till failure operations. Communities that have eliminated preventative maintenance practices from their operating budget can achieve positive returns from a relatively small additional investment.

5.2. Emergency/Reactive Maintenance

Reactive maintenance is often carried out because of customer requests or sudden asset failures. The required service and maintenance to fix the customer's issue(s) is identified by staff inspection.

5.3. Deferred Maintenance

Deferred maintenance is any maintenance, repair, restoration or replacement work that should have been accomplished before now, and that has not been performed. The utility plans to reduce overall deferred maintenance over the following 10 years by implementing the CIP.



BERTIE COUNTY Regional Water System

Capital Improvement Plan 2014-2025

EXECUTIVE SUMMARY

The capital improvement plan attached herewith is a working tool developed by the Utility staff to give guidance toward the County's water infrastructure development and capital needs program. It consists of an assessment of the current water system and capital project needs over a **ten-year period**. This plan is offered to the Board to seek their guidance and input as they look toward Bertie County's future. This plan should be a helpful fiscal planning tool that allows the utility department to forecast capital demands on revenues and borrowing power to help avoid overextending the county financially during the next ten years and beyond. BCRWS recommends that the review and approval of this capital improvement plan be accomplished annually as part of the budget process. General approval of this document by resolution does not commit the Board to specific approval of any one project or expenditure, nor does it appropriate money for any project. This would still be accomplished through separate capital project ordinances. The approval by resolution from the Board simply approves the capital improvement plan as a plan for the forecast period.

1

DESCRIPTION OF COUNTY

Demographics. The county was formed as Bertie Precinct in 1722 from the part of Chowan Precinct of Albemarle County lying west of the Chowan River. It was named for James Bertie, his brother Henry Bertie, or perhaps both, each having been one of the Lords Proprietors of Carolina. It is bordered by Hertford County to the north, Chowan County to the East, Martin County to the southwest, Washington County by the southeast, and Halifax County to the northwest.. Bertie County, is the third largest county in land area in North Carolina. The total land area is 741 square miles, of which 699 is made of land mass and 42 of water with an estimated population of 21,282 residents according to the 2010 census. The most eastern edge of Bertie joins the Chowan River which is the boundary between Chowan County. The county is divided into nine townships: Colerain, Indian Woods, Merry Hill, Mitchells, Roxobel, Snake Bite, Whites, Windsor, and Woodville. The county has eight incorporated towns: Askewville, Aulander, Colerain, Kelford, Powellsville, Merry Hill, Roxobel, and Windsor the county seat.

Description of Existing Facilities.

The Bertie County Regional Water System provides water services to approximately 5733 connections which equals 14,333 citizens. The Bertie County Regional system supplies water to the its rural citizens and has emergency interconnections with 4 of the eight towns within the county. It supplies water to the Bertie County Correctional Facility, all County Schools, 27 commercial customers and the Town of Woodville- Lewiston. The Utility also has water purchase contracts with the Town of Roxebel. The Bertie County Regional system utilizes Upper Cape Fear, Lower Cape Fear, and to a lesser degree the Beaufort Aquifers as the source for the system's drinking water and currently has pumping capacity of 3.12 million gallons a day. Bertie County's water system is made up of four county water districts. Each of these districts exists as a separate legal entity pursuant to Chapter 162A, Article 6 of the North Carolina General Statutes. The County maintains and operates the districts for a fee equal to

the districts' debt service amount. This amount is paid from general revenues received from water sales from the various districts.

The Bertie County Water Department was established in 1995. It has grown in the last nineteen years to approximately 5733 water customers, including 29 commercial customers and 8 full time employees. The Bertie County Regional Water System consists of approximately 520 miles of water mains, 3 booster pumping stations, 8 elevated water storage tanks, 13 water supply wells, and totals over 20.8 million dollars in assets. Approximately 70% of County residents now have access to public water. As is apparent from the above history, this department has experienced tremendous growth and accomplishment through the valiant efforts and foresight of past and present Bertie County Commissioners and staff. Their dedication to a countywide water system is the reason for this department's success.

WATER SYSTEM

Water Supply Facilities.

It is believed based upon the NC Division of Water Resources data base information, that the ground water supply for Bertie County should be reliable through 2050. This is based upon the current levels of water in the three primary aquifers that are presently serving the county and municipal use. These are the Beaufort (entire County), Upper Cape Fear (western two thirds of the county), and Lower Cape Fear (almost the entire county). Because the quality of water in the Upper Cape Fear and deeper aquifers is of high quality there is little to no treatment required to meet public health drinking water standards other than disinfection. Currently there are no disinfection by-product issues with the Upper Cape Fear and so there is a heavier demand for this aquifer. The State continues to monitor the ground water levels in Bertie County, and there are presently four monitoring sites maintained which allow measurements from the shallowest to the deepest aquifers. These monitoring wells interface with six different aquifers with constant monitoring for developing a robust database. The State continues to monitor the ground water levels in Bertie County and there are presently four monitoring wells maintained ranging from 662 feet below the earth's surface to 1,194 feet.

These test wells interface with five different aquifers with constant monitoring for developing a robust database.

The County's well supply provides a safe yield of 3,124,800 gallons per day. The production facility is composed of thirteen (13) wells throughout the four water districts. The ground water quality is superior for the region and requires no treatment other than disinfection. However, wells 3 and 4 are considered to be marginal with iron and this plan considers potential treatment the next 5 year planning horizon. The distribution system is compose of 520 miles of pipe ranging from 3/4 inch to 12 inch transmission compose primarily of PVC and Ductile Iron. There is approximately 3,500,000 gallons of overhead storage for emergency reserves and providing adequate pressure for service.

Water Supply Plan.

The State of North Carolina requires that all water systems submit an approved water supply plan annually. This plan has been updated by the Utility Department staff. The most current plan on record with the North Carolina Department of Water Resources is 2013 marked provisional. The purpose of this plan is to provide evidence to the State that the water system is providing adequate planning for the supply of water through a designated planning period. This plan noted that over the last four years the system averaged over 40 percent in unaccounted water loss. The Board has made water loss a high priority and is currently seeking funding to upgrade and replace the systems altitude valves and outdated telemetry system with a Supervisory Control and Data Acquisition System.

Hydrology

The eastern side of Bertie County is bordered by the Chowan River which is considered a valuable natural resource, however it is currently classified as an "impaired" surface water by the Division of Water Quality within the Department of Environment and Natural Resources.

It is anticipated that the Division will implement nutrient limit rules for new development within the entire River Basin. The western side of the County is bordered by the Roanoke River. The primary water source for the Regional System is deep wells and they currently do not pose any impact to the River basins. Currently, Bertie County is excluded from the Central Coastal Plain Capacity Use area(CCPCUA). This controlled zone is separated by the Roanoke River and Martin County.

Water Conservation Measures.

Bertie County is has adopted a Water Shortage Response Plan. The board is currently evaluating the system to determine was loss and considering the adoption of a Water Shortage & Conservation Ordinance that will include the Water Shortage Response Plan. The ordinance is in response to the drought conditions in our area over the last several years. The ordinance will more clearly define the stages of water conservation and what triggers their enactment stages. The Water Shortage Response Plan will also establish a normal irrigation schedule and increased the department's enforcement authority during emergencies. Our water supply is a critical resource that must be protected at all costs. This ordinance change is also critical to infrastructure funding with federal and state agencies.

The staff is recommending in the FY2014-15 budget to install a new Supervisory Control system (SCADA) to facilitate the management of pumping all thirteen wells. There is currently no operational and management control over well production exceeding the allowable permitted hours to run. This system will enable the Operator in Responsible Charge (ORC) to maintain each well within pumping limits. Because of excessive water loss the SCADA system will enable the ORC to maintain production and water loss records on a daily basis which will facilitate the overall management efforts in reducing unaccounted for loss.

Water Distribution System.

Currently there are over 520 miles of water mains from 2 inch to 12 inch in diameter. There remains several communities that do not have service. Currently there are plans to evaluate the un served areas in throughout the county. The department is currently under contract with Green Engineering, PLLC to develop an Operations and Systems Evaluation to address un served areas of the county and to develop policy and plans to improve existing service and plan additional services in those areas that are feasible.

Regional Interconnects. The utility department recognizes the importance of interconnects on both a local and regional basis its role to serve other system during mutual aid needs. These interconnections are also part of the Departments risk management goals. BCRWS currently has emergency interconnects with the Town of Windsor, Town of Harrellsville, Roxobel, and Powellsville.

These connections are of a vital importance in the event of emergency water shortage conditions. The ability to provide and receive additional water from these various sources makes reduces risk and provides for sound regional planning. As our water system continues to grow, there will be additional interconnections with our various neighbors.

FINANCIAL PLANNING

Revenue Projections.

Revenue projections for the next 5 years are difficult if not impossible to correctly predict. They are tied to a myriad of factors including residential and commercial growth in the County, local and regional economic conditions, and the ability of our Department to meet all future water needs throughout the County and region. Before we can attempt to predict future revenues, we need to look at current revenue trends for the last several fiscal years:

BCRWS Operating Revenues

Financial Period	Operating Revenues
FY 03-04	\$ 1,432,652
FY 05-06	\$ 1,558,018
FY 06-07	\$ 1,663,522
FY 07-08	\$ 1,792,083
FY 08-09	\$ 1,891,198
FY 09-10	\$ 1,703,413
FY 10-11	\$ 1,931,559
FY 11-12	\$ 2,072,802
FY 12-13	\$ 2,059,888

The operating revenue table illustrates the revenue generated for the last 9 years. You can see from these figures that revenues increased by over \$500,,000. This represents a 31% increase in operating revenues in that time span. The majority of this increase is due to annual inflationary-based increases in water rates and the growth of water infrastructure throughout the County. Note that even thru 2009 - 20011 with the economic down turn the water system grew in revenue. Much of this increase can be attributed to the increase in sales from the AVOCA FARM INDUSTRY and the new NC DOC PRISON.

A consumptive analysis will be conducted during the current year's operating budget which will assess usage block ranges to facilitate the development of a rate increase to recover the down turn of FY 2012-13. The overall financial strategy of the Department is to continue to maximize revenues consistent with an even pace of residential and commercial growth within the County. Expenditures will be kept in line consistent with adequately maintaining treatment and distribution systems while emphasizing regulatory compliance in all areas. BCRWD is at a historical crossroads in the sense that 70% of all County residents have access to water. Additional access to water has been the primary source of a growing revenue base in the past. However, there are still areas within the county that will require water. Because these areas population density is less than the current county average customers per mile, their financing options will be much more challenging. BCRWD has plans to develop a Long Range Financial Plan with a new Master Plan as an integral part of the LRFP. Future revenue growth

will be directly correlated to the Department's ever increasing important role as a regional water provider to surrounding municipalities.

According to the US Bureau of Labor Statistics the annual consumer price index has average approximately 2.3 percent per year over the last 12 consecutive years. The utility staff recommends that the Board consider annual rate adjustments tied to the consumer price index to keep up with inflationary cost relative to operating a viable utility enterprise.

Environmental Education.

In July/August of each year all BCRWS customers are provided with the annual Consumer Confidence Report (CCR) that outlines the water quality delivered to customers. The educational document will be posted on the Bertie County web page for the first time in FY 2014-15. Consumer Confidence Reports are required by the 1996 Safe Drinking Water Act (SDWA) Amendments, these reports give customers information about their water quality. Following this initial report, the report will need to be delivered to all customers by July 1st of each year. Most customers want to be better informed about the quality and safety of their tap water. By providing them with this information, we have an important opportunity to increase public confidence in the quality and safety of their drinking water.

Capital Project Budget Summary.

This capital project budget summary combines all the proposed capital projects discussed earlier in this report. It provides a snapshot of anticipated capital needs over the next five years. The expenditures section shows each projects total budget. The revenue section shows the expected funding sources for each year.

Bertie County Regional Water System Capital Improvement Plan Budget

RÉVENUES	T	T	T T	T .	1				··			
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 2023-24	FY 2024-25	Totals
CDBG		\$1,254,880.00										\$1,254,880.00
GO Bonds (USDA Rural Dov)	 	\$1,234,680.00			 							
Revenue Bonds(USDA)			\$927,487,00		ļ							\$927,487.00
USDA Construction Grant			\$758,853.00		<u> </u>							\$758,853.00
USDA Planning Grant		\$30,000,00		 								\$30,000.00
State Revolving Loans	 	330,000,00			\$250,000,00		\$250,000.00		\$275,000.00		\$300,000.00	\$1,075,000.00
State Revoling Coans	<u></u>			<u> </u>	\$250,000,00		\$250,000.00		\$275,000.00		\$300,000.00	#1,510,000.00
State SRF Principal Forgiveness					ļ							
Private Loans			<u> </u>									
Developer Participation					ļ							
	\$81,000.00	\$193,300,00	E454.044.00	0450 044 00	C455 555 54	0475 740 00	6050 740 00	CO45 700 00	COTO 700 00	5219,629.00	\$189,129.00	\$2,086,366.00
Reserves			\$161,814.00		\$132,800.00	\$175,740.00	\$259,740.00	\$245,700,00	\$253,700.00	\$219,629.00	\$489,129.00	\$6,097,586.00
Totals	\$81,000.00	\$1,463,180.00	\$1,848,154.00	\$153,814.00	\$382,800.00	\$175,740.00	\$509,740.00	\$245,700.00	\$528,700.00	\$219,629.00	\$489,129.00	30,007,300.00
Debt Summary												
	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20						Totals
Actual New Debt	0	\$0.00	\$927,487.00		\$250,000.00		\$250,000.00		\$275,000.00		\$300,000.00	\$2,002,487.0
Planned Rate increases												
Current Rates/Water	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2018-19	FY 2019-20	FY 2020-21	FY 2021-22	FY 2022-23	FY 20223-24	FY 2024-25	Totals
Min charge for availability	\$20.00	\$15.53	Cp1	c pl	cpl	cpl	cpi	cpl	cpi	cpi	CD	
\$5/1,000 gal for all water	no change.	\$4.50	cpi	cpi	Cpi	cpi	cpi	cpl	cpi	cpi	cpi	
Commercial		15.53/ 4.75										
Municipal Bulk Rate	no chango	15,53/4,50	fy 14-15 plus cpl	fy15-16 plus cpl	ty16-17 plus cpl	ty17-19 plus cpi				_		[
Industrial		469.40/4.75										
Institutional		5301,66/6.55										
% Increase	no change	28% estimated	2.5% estimated	2.7 % estimated	2.7 % estimated	2 7% estimated	2.7% actimated	2.7 % estimated	2.7 % astimated	2.7 % estimated	2.7 % estimated	
77 110 0000	no ununge	=076 C30midt001	_ 570 G3011/2(GG)	ast 79 Cournaled	z 70 dominated	-11 /0 G30034410G	as. 70 Gateriated	E., 70 Comitately	70 USUNTALOU	20 000000000		
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Totals	Fraction Commissions	Water I has Estated	Proliminary Engineering Study	Meter Reading Data Collector	Moter AMR MTU's	Meter Ropiacoments	Master Meter Vaults	Ck Valve Vault Reconditioning	Update the 2011 Hydraulic Medel	Generators and transfer switches	Water Line Extensions All Districts	Iron Removal Treatment Well 3	South Windsor System Improvements	Moter Reading Hand Held Equipament	Acset Management plan	SCADA System		Rehab Booster Station Three	Rohab Booster Station Two	Rohab Boostor Station One	weil 14 Rehab	well 13 Rohab	well 12 Rohab	well 11Rohab	well 10 Rehab	woll 9 Rohab	well 8 Rehab	well 7 Rehab	well 2 Rehab	well 1 Rehab	Woll 4 Rehab	Well 3 Rotab	Well 6 Rehab	Altitude Valve Reconditioning (4)	Water System Evalauation	Project Name		EXPENDITURES
\$81,000.00					i											-								-										\$20,000.00	\$61,000.00	FY 2013-14	Total Cost	
\$1,463,180,00	900,000,00	250 000 00			\$9,600.00	\$16,200.00	\$35,000.00	\$5,000.00	\$20,000.00					\$20,000.00	\$27,500.00	\$1,254,880,00																	\$25,000.00			FY 2014-15	Total Cost	
\$1,848,154,00					\$14,814.00	\$25,000.00	\$35,000,00	\$10,000.00		\$50,000.00			\$1,279,000,00			\$407,340.00																\$27,000.00				FY 2015-16	Total Cost	
\$153,814.00						\$25,000.00	\$35,000.00			\$50,000.00																					\$29,000,00					FY 2016-17	Total Cost	
\$382,800.00										\$50,000.00		\$250,000.00																								FY 2018-19	Total Cost	
\$175,740.00						\$35,000,00				\$50,000,00																				\$35,000.00						FY 2019-20	Total Cost	
\$509,740.00									\$30,000.00	\$50,000.00	\$250,000.00									\$48,000.00					\$38,000.00				\$38,000.00							FY 2020-21	Total Cost	
\$245,700.00						\$40,000.00				\$50,000,00									\$52,000,00					\$40,000,00				\$40,000.00								FY 2021-22	Total Cost	
\$528,700.00						\$40,0					\$275,000.00							\$56,000.00	-				\$42,000.00				\$42,000.00	J								FY 2022-23	Total Cost	
9 \$219.629.00					0 \$29,629.00					\$50,000.00	3											\$45,000.00				\$45,000.00)									FY 2023-24	Total Cost	
3489,129.00				\$12,000.00	0 \$29,629,00					Γ	\$300,000.00										\$47,500.00															FY 2024-25	Total Cost	
\$6,097,586,00		550 000 00		\$12,000,00	\$205,186,00	Γ	\$175,000,00	\$15,000.00	\$50,000,00	١.,			\$1,279,000,00	\$20,000,00	327.500.00	2 200 200	2000000	305,000,00	\$52,000.00	548,000.00	\$47,500.00	Γ	\$42,000.00	\$40,000.00	\$38,000.00	\$45,000.00	\$42,000.00	\$40,000,00	\$38,000.00	\$35,000.00	\$29,000,00	\$27,000.00	\$25,000.00	\$20,000.00	\$61,000.00		Totals	

Duly adopted this the	_ day of September, 2014, upon motion made by
Commissioner	, seconded by Commissioner
, and a	adopted by the following vote:
Ayes: Noes:	Absent:
	Board of Commissioners of the County of Bertie
	By:
	J. Wallace Perry, Chairman of the Board and of
	the governing body of all Water Districts of Berţie
	County
ATTEST:	_
Sarah Tinkham , Clerk to the Boa	ard

Bertie County Regional Water System Operations and Maintenance Plan 4.0

1.0 WATER SYSTEM MANAGEMENT AND PERSONNEL

1.1 General Policies

The County of Bertie's general policies are established by a five member Board of Commissioners based on the priorities of the protection of the public health and welfare, regulatory compliance and sound fiscal management of the County. Two members serve as Chairman and Vice Chairman. The policies are presented in the Water System Rules and Regulations under **Appendix I**.

1.2 Structure

1.2.1 System Organization

The Bertie County Regional Water System is comprised of four (4) individual water districts (independent government units) that have been created in accordance with Chapter 162A, Article 6 of the North Carolina General Statutes. All water districts are governed (by Statute) by the Bertie County Board of Commissioners. Water districts are fully interconnected, allowing free transfer of water between districts. Existing water districts have inter-local agreements in place with local municipalities to provide emergency water service delivery. Individual water districts that comprise the Bertie County Regional Water System are as follows:

County Water District I (BERCWD 1) is located in northeastern Bertie County and is bounded in general by the Chowan River to the east, NCSR 1301 to the south, US 13 to the west, and Hertford County to the north. BERCWD 1 excludes all territory and residents lying within the corporate limits of the Town of Colerain and Town of Powellsville. BERCWD 1 has interlocal agreements with the Town of Powellsville and Town of Harrellsville (Hertford County) for emergency connection as a means of assuring a constant, dependable source of water to all residents within the district.

County Water District II (BERCWD 2) is located in southeastern Bertie County and is bounded in general by the Chowan River to the east, the Roanoke River to the south, the Cashie River and Hoggard Mill Creek to the west, and Perry town Subdivision and Todd's Crossroads to the north. BERCWD 2 excludes all territory and residents lying within the corporate limits of the Town of Windsor. BERCWD 2 has an interlocal agreement with the Town of Windsor for emergency connection as a means of assuring a constant, dependable source of water to all residents within the district.



County Water District III (BERCWD 3) is located in central Bertie County and is bounded in general by the Town of Askewville to the north, the Cashie River to the east, the Roanoke River to the west, and Broadneck Swamp to the west. BERCWD 3 includes all territory within the Town of Askewville and excludes all territory and residents lying within the corporate limits of the Town of Windsor. BERCWD 3 has an interlocal agreement with the Town of Windsor for emergency connection as a means of assuring a constant, dependable source of water to all residents within the district.

County Water District IV (BERCWD 4) is located in western Bertie County and is bounded in general by US 13 to the east, the Roanoke River to the south, Halifax County and Northampton County to the west, and Hertford County to the north. BERCWD 4 excludes all territory and residents lying within the corporate limits of the Towns of Aulander, Lewiston Woodville, and Roxobel. BERCWD 4 has interlocal agreements with the Towns of Aulander, Lewiston Woodville, and Roxobel for emergency connection as a means of assuring a constant, dependable source of water to all residents within the district.

1.2.2 Management Structure

The County consists of several departments, including the Public Utilities Department. This department functions under the direction of the County Manager. Within the Public Utilities Department is the Water Division, which is divided into Operations, Billings and Collections, Compliance and Maintenance sections. The Director oversees all sections and reports to the County Manager. **Figure 4.1** shows the organization of the County's Utility Department. The water system policies and rules are evaluated annually and amended. A current copy of those rules is found under **Appendix I** and rates under **Appendix K**.

1.3 Operations and Maintenance

1.3.1 Operations Section

Routine daily operations are supervised by the Director with the assistance of the Office Manager. The Operations section (Operations) encompasses the operation and some maintenance of the County's 13 ground water supply wells (WTD), 8 elevated storage tanks, 3 booster station altitude vaults, 2 system check valve vaults, analog telemetry system, 531 miles distribution lines, and 6,000 meter connects. Additional Operations tasks include all water system water quality monitoring - reporting and implementation of the Cross-connection Control Program by the ORC (operator in responsible charge). The Office Manager oversees accounts receivable and accounts payable. Construction is managed by the department head and is supported by the Office Manager. All financial transactions are ran through the finance department as a support service.



1.3.2 Maintenance Section

Routine daily maintenance of the County's water system and facilities is supervised by the Water Maintenance Supervisor who reports to the department director. The Maintenance Section (Maintenance) is responsible for all tasks necessary to maintain the distribution system, including pipelines, valves, hydrants, pump stations, meters, telemetry control and service to customers. Maintenance also assists Operations in maintaining all system facilities and equipment.

1.3.3 Meter Reading and Meter Maintenance

The following table summarizes population presently served by each water district and the active customer count as of July 1, 2014.

	Active Customers	Estimated Population
BERCWD1	993	2,500
BERCWD 2	876	2,200
BERCWD 3	1,524	3,800
BERCWD 4	1,131	2,830
Totals	4,524	11,330

The county staff has two full time meter readers and two back up readers that regularly perform maintenance duties. The department has currently purchased a Hand Held Itron system with software and is underway with migrating from basic book entries and computer reentry to up load and download of system data. Additionally they are installing a pilot of 120 encoder register meters and meter transmission units to annual migrate from individual meter reading with stops to AMR (ride by technology)

Meters are removed on demand for low performance and test for accuracy with new meter standards. Malfunctioning meters are replaced upon notification and/or determination by the department billing system.

Meters are read and billed monthly. The County Water Department reserves the right to vary the dates or length of period covered, temporarily or permanently if necessary or desirable. Water bills are figured in accordance with the County Water Department's published rate schedule then ineffect and will be based on the amount consumed for the period covered by the meter readings. Charges begin when the meter is installed and a connection is made whether used or not. Readings for different meters will not be combined for billing, regardless of the fact that said meters may be for the same or different premises, or for the same or different customers, or for the same or different services.



BOARD OF COMMISSIONERS COUNTY DEPARTMENT BILLING & ACCOUNTS **OPERATIONS** COLLECTIONS PAYABLE OFFICE MANAGER BILL APPROVAL TREATMENT ORC BILLING CLERK PURCHASING METER READING SUPPORT BILLING CLERK MAINTENANCE SERVICES FINANCE DEPARTMENT SUPPORT NEW SERVICES IT CONSTRUCTION DEPARTMENT

Figure 4.1

County of Bertie Water Division Organizational Chart

1.3.4 Operator Certification

The County's distribution system is currently classified as a "A" Class System, requiring the County to have at least one Water Distribution Manager (WDM) classified at a level equal to or higher than the water system's classification. Under the same code, the County's highest purification plants rating is Class C based upon the NC Administrative Code 15A-18C. The highest purification plant classification requires that the County have at least one WDM and one Water Treatment Plant Operator (WTPO) classified at a level equal to or higher than the class. The WDM and WTPO can be the same person. The operator in charge during an operating shift shall have a minimum classification of one level lower than the classification of the distribution system or the purification plants highest class. The Director currently holds an A certification in Distribution Management and a Grade B certification for well treatment.

The County's water system is also required to have a Cross-connection Control Specialist (CCS) responsible for the cross-connection control program and a certified backflow assembly tester (BAT) for inspecting, testing and monitoring backflow prevention assemblies. **Table 4.1** shows the current certifications of the County's Operations and Maintenance staff. The County supports the scheduling and training necessary to ensure that all applicable Operations and Maintenance staff meet professional growth requirements.

Personnel	Position	Certification	License Number	Responsibilities
Rickey Spivey	Director	B-Well A-Dist.	976935	Manager & Chief ORC
Connie Coburn	Office Manager	C-Well	6963	Back up Operato
Melvin Nichols	Contract Operator	C-Well B-Dist.	020413	ORC Support & Back up



1.3.5 Staff Training/ Management Training:

- A. In order to stay current with advanced utility practices and current regulatory requirements for managing and operating a public water system, water department personnel is required to obtain at least six (6) hours of continuing education for each certification held.
- **B.** The Bertie County Regional Water System is a member of the NC Rural Water Association. Membership of management in a utility professional organization is not required.

Management attends training classes and seminars as they become available. Inhouse training is also conducted whenever possible

2.0 ROUTINE OPERATIONS AND PREVENTATIVE MAINTENANCE

2.1 Staffing

The County employs permanent, full-time staff to address routine operations and preventative maintenance. Staffing for routine operations includes 7 people at 37.5 hours per week. Staffing for preventative maintenance includes 1 person at 37.5 hours per week. The governing board is currently considering during FY 2014-15 increasing hours of operation for the maintenance staff to a minimum of 40 hours per week.

2.2 Routine Operations

Routine operations involve the analysis, formulation and implementation of procedures to ensure that the facilities are functioning efficiently and meeting required system pressure and water quality requirements and other demands of the system. The County's maintenance procedures are good, with repairs being made promptly so customers receive high quality water service.

The County strives to maximize the operating efficiency and life of all production and distribution system components through a prescribed preventive maintenance program. The WTP (13 wells) is the hub for Operations activities and requires daily operator attention. Each well is considered a WTP (water treatment plant) because chlorine is added for disinfection. The WTP has an Operations and Maintenance (O&M) manual that is kept at the WTP for staff reference. The County's telemetry system has the ability to monitor reservoir levels, operate well and pump stations and monitor intrusion alarms remotely from the operations control room and the central building office. Daily monitoring of all other sources, pumping equipment and storage facilities ensures that mechanical systems are functioning properly and facilities are secure. The useful life of the telemetry system has reached its limit to provide the level of service adequate to



meet the needs of the system. The board has initiated steps during the 2014-15 budget cycle to secure grant funds to replace approximately 62.5% percent of the system in one phase. Daily monitoring of water quality through sampling and testing ensures that supply and treatment equipment are functioning properly and the water is safe to consume.

The County regularly performs unidirectional flushing of the distribution system. A schedule developed by the County ensures that all areas of the distribution system are flushed regularly to maintain water quality within the system. The County also conducts preventive hydrant and valve maintenance as part of the prescribed preventive maintenance program.

Distribution system reservoirs are inspected externally on a daily basis. Defects of appurtenances such as ladders, hatches and vents are repaired as needed. Draining, cleaning and inspecting of interior coating systems are completed every 2 to 5 years on a rotating basis. The County currently is under a continual tank maintenance contract with a vendor. Schedules for tank inspections and washout are found in **Appendix L.** The County also has staff on call at all times to respond to production and distribution system failures and customer inquiries.

2.3 Operations Support Contractors

BCRWS utilizes support staff for maintenance services outside their technical capacity for Pump and telemetry services. These contractors are on 24 hour call and make themselves readily available. The following contractors are:

Magette Well and Pump Company, Inc. 2342 US Hwy 13 South Ahoskie, NC 27910 252-332-2265 Contact Bill Magette, Owner

Diehl Technical Services
Electrical Control Circuits, SCADA, Analog Controls
3504 Hall Place
Raleigh, NC 27607
919-612-6636 Contact James Diehl, Owner

Southeastern Cable Products (Radio repairs) 507 Main Street East Ahoskie, NC 27910 252-332-6764

Bill Clough Ford (Fleet shop repairs) Hwy 13-17 Bypass Windsor, NC 27983 252794-4176



2.4 Available Equipment

The County has several types of equipment available for daily routine O&M of the water system that is stored at the Water Maintenance and Operations Center. If additional equipment is required for specific projects, the County will rent the needed equipment or contract with a local contractor for the services needed. A stock of supplies in sufficient quantities for normal system O&M and short-term emergencies is stored at the Operations and Maintenance Center. The system maintains a detailed inventory of parts and supplies that assist in ensuring normally necessary parts are available when needed. A list of major equipment available for use by the County's Water Division to perform the normal operation of the water system is shown in **Table 4.2**.

Table 4.2 Equipment and Vehicle List

Quantity	Equipment / Vehicle
1	Backhoes
1	Dump Trucks
4	Service Truck
2	Trailer
1	Air Compressor
1	Boring Rig
3	Trash Pumps
3	Tapping Machines
1	Mud Hog
3	2WD Pickup Trucks

The County utilizes several different types of communications equipment to ensure a reliable and redundant means of communication between staff. All O&M staff are equipped with cell phones that have two-way radio capability.

Operations is responsible for the treatment plant and facility supplies and chemicals. **Table 4.3** lists major water treatment supplies and chemicals, the location each is used and the supplier name.



Table 4.3
Water Treatment Supplies and Chemicals

Supply/Chemical Item	Locations Used	Supplier Name
Chlorine Gas (150 lb. cylinders)	All13 Well Sites	Amero-Chem
Gas Chlorine	All Booster Stations	

2.5 Preventive Maintenance

Preventative maintenance is based on regular and frequent visits to the various facilities with scheduled routine inspections and tasks performed as part of the maintenance program. Information is recorded and any necessary work is noted and scheduled accordingly. Materials required for maintenance are handled by the County's purchasing department or put out to bid depending on the material. Maintenance schedules that meet or exceed manufacturer's recommendations have been established for all critical components in the water system.

The County has compiled books that contain lists of major equipment and related information for each water system component. The books, which are listed below, are maintained in the County's Water System Operations and Maintenance Center.

- All 13 Ground Water Supply Wells
- 8 Elevated Storage Tanks
- 3 Water Booster Pumping Stations
- 3 Altitude Meter Valves
- 2 Distribution System Check Valve Vaults

The following schedule is used as a minimum for preventive maintenance. Manufacturer's recommendations should be followed where conflict exists.

Storage Facilities

Otorage radiities	,
Daily	Visually check security and inspect facilities for proper operation.
Annually	Check interior condition, vents, hatches, etc., on tanks.
As Needed	Clean and/or repaint interior and exterior as needed on tanks (approximate five to seven year frequency).



Sources of Supply

ocaroco or cable	
Daily	Log and record volume delivered and current supply rate; visual inspection; check packing; check security; check for excessive heat, vibration and noise of pump motors.
Annually	Check all valves and screens; check control valve settings; regrease.
As Needed	Maintain electrical and mechanical equipment; paint structures and piping; calibration of equipment; replace o-rings and diaphragms in equipment.

Booster Pump Stations

Dooster I drip ou	ations
Daily	Visual and audio inspection; check security; check pump motors for excessive heat, vibration or noise.
Weekly	Observe and record motor current draw (three phases); log and record volume delivered and pump motor hours; check motor oil level; measure and record discharge pressure; check motor noise, temperature and vibration.
Annually	Change motor and/or pump oil.
Annually	Take inventory of parts, pumps and motors.
As Needed	Calibrate flow meter; maintain electrical and mechanical equipment.
As Required	Paint structures and piping; routine maintenance of equipment.

Distribution System

Water Mains	
Annually or Annually	Leak survey of approximately 10 percent of the main inventory.
Annually	Flush.
Engine Generator Se	ts
Monthly	Operate to achieve normal operating temperatures; observe output.
Semi-Annually	Routine maintenance in accordance with manufacturer's recommendations.
As Needed	Replace fluids and filters in accordance with manufacturers recommendations (or more frequently depending on amount of use).
As Needed	Perform tune-up; replace parts as necessary.
Distribution System (Check Valves



Flush and check all valves and screens; check pressur settings; rebuild and paint every five years, or as necessary.				
Operate full open/closed; uncover where buried; clean ou valve boxes and repair as necessary. Repair and/or instal valve marker posts as necessary. Goal is to complete system valve exercise every 3 years.				
Check for leakage and visual damage. Operate and flush; check drain rate; lubricate as necessary; measure pressure; paint as necessary. Check nozzle and cap threads, clean and lubricate per manufacturer's recommendations. Replace lost and damaged gaskets. Check and operate auxiliary valve in accordance with the valve maintenance schedule. Leave in open position. Inspect drain system to ensure proper drainage and protection from freezing weather. Tag hydrants with asset number.				
Time and measure volume of meter-delivered flow; dismantle, clean and inspect all parts; replace worn or defective parts; retest meter for accuracy. Frequency varies based on meter size.				
Maintenance tests and meter exchanges are performed on a scheduled routine basis. The average age of residential meters is 7 years. Meter sizes 1-1/2 to 2 inches are tested every 4 years and meters sizes 3 inches and larger are tested every 2 years				
elease Valves				
Flush and inspect; repair as needed.				
Flush and inspect; repair as needed.				
elease Valves				
Visually check security and inspect facilities for proper operation.				
Vaults and sump pumps.				
Clean and/or repaint interior and exterior as needed and calibrate at least annually or more.				



Telemetry and Control System

Daily	Backup program and data. Review alarms and reports; ensure problems are corrected.					
Monthly	Visually inspect cabinets and panels for damage, dust and debris.					
Semi-Annually	Inspect inside of cabinets and panels for damage, dust and debris. Vacuum clean all modules. Test alarm indicator units. Clean and flush all pressure sensitive devices. Visually inspect all meters to coordinate remote stations.					
Annually	Check master and RTU's for proper operation; repair as necessary.					
Quarterly	Calibrate tank; well and booster level settings.					

Tools and Equipment

10015 and Equip					
Rolling Stock					
Weekly	Check all fluid levels and brakes. Fluid levels and brakes are checked each time the equipment is used if less than weekly.				
As Needed	Replace fluids and filters in accordance with manufacturer's recommendations (or more frequently depending on type of use); preventive maintenance per manufacturer's recommendation.				
Tools					
As Needed	Clean after each use; lubricate and maintain as necessary; inspect for damage and wear before each use; preventive maintenance performed per manufacturer's recommendation.				

3.0 WATER LOSS REDUCTION AND WATER AUDITS

The board of governance adopted a water loss reduction plan in March of 2014. The system was experiencing water loss in excess of 40 percent. This plan calls for close system monitoring, valve exercising, and monthly water audits. Capital improvements as part of the plan are to improve telemetry controls and replace altitude valves that have exhausted their useful life.

4.0 WATER QUALITY MONITORING

County performs water quality monitoring at its sources and in the distribution system as required by the North Carolina Department of Environment and Natural Resources Drinking Water Regulations. Further discussion of County water quality monitoring is provided in the County's Water Quality Monitoring Plan, which is included in Appendix A "Lead and Copper", B "Disinfection By-Products Compliance Monitoring" and C "Bacteriological Testing (Coliform Testing Sites)".

4.1 Routine Procedures

4.1.1 Source Monitoring

Monitoring is required at each of the County's three active sources for inorganic chemical (IOC) and physical substances, organic chemicals and radionuclides. Current monitoring requirements for the 2008 through 2010 compliance period at the three active sources are provided in **Appendix G, Table 4.4**. Radionuclides monitoring requirements are being established by the DENR Water Supply Section and are not available at this time. Nitrate monitoring must be performed annually. When IOC monitoring is required, it covers the nitrate monitoring requirement. New unregulated contaminants monitoring must also be performed by the County as required by the Unregulated Contaminant Monitoring Regulation second cycle, which applies to the current compliance period.

4.1.2 Coliform Monitoring

A Coliform Monitoring Plan was first prepared by the County in 1995 and has most recently been revised. The current Coliform Monitoring Plan is included in **Appendix C**. The County's Water Quality Coordinator supervises the revisions of the Coliform Monitoring Plan, which includes sampling protocol and locations. Sampling protocol involves collecting more than 60 routine coliform samples each month in the distribution system at specified locations. If a sample tested by the laboratory is unsatisfactory (positive, coliforms present), the lab will contact the County and the County will collect repeat samples at specified locations per the **Violation Procedures** section that follows. At various frequencies, coliform samples are also taken at the County's water sources, at house taps in response to customer complaints, at locations of new construction or system repairs, and at the reservoirs.

4.1.3 Disinfectant Residual Concentration Monitoring

The County monitors residual disinfectant concentrations in the distribution system on a daily basis and at the same time and locations of routine coliform monitoring. At the WTP, continuous monitoring equipment is used to record residual disinfectant concentrations of the water entering the distribution system.

4.1.4 Disinfectants/Disinfection By-products Monitoring

The County currently performs quarterly monitoring at 4 sample locations for total trihalomethanes (TTHMs) and haloacetic acids (HAA5s). The County also performs standard monitoring at four sample locations to meet Stage 2 Disinfectants/Disinfection By-products Rule (Stage 2 D/DBPR) requirements. The County's Standard Monitoring Plan is included in **Appendix B**.



4.1.5 Lead and Copper Monitoring

Currently, 30 or more samples are taken every 3 years as required for the County. Samples are taken at customer taps from June through September. The County most recently performed lead and copper monitoring in 2013 and will be required to sample for lead and copper again in 2016.

4.1.6 Asbestos Monitoring

Asbestos monitoring is performed by the County once every nine years. The most recent sample was taken in December 2010 and the results were non-detect.

As such, Bertie County Water Districts will not be required to collect an asbestos sample from distributor system between dates of January 2011 and December 31, 2013. As of August 26, 2011, Bertie's asbestos test waiver will expire December 31, 2019. **See Appendix F**.

4.2 Violation Procedures

Maximum Contaminant Levels (MCLs) and Maximum Residual Disinfectant Levels (MRDLs) are stated in NCAC 15A: 18C.1500. If an MCL or MRDL is exceeded, the County will take follow-up action in accordance with NCAC 15A: 18C.1500. In general, when a primary standard violation occurs, the County will: 1) provide notification to the NC Water Supply in accordance with NCAC 15A: 18C.1500; 2) provide notification to consumers in accordance with 40 CFR 141.201 through 208; 3) determine the cause of the contamination; and 4) take action as directed by the DENR Water Supply Section. When a secondary standard violation occurs, the County will notify DENR Water Supply and take action as directed. Additional follow-up action specific to coliform monitoring includes repeat sample monitoring and identification of the cause of the coliform presence and correcting it. MCLs for disinfection by-products and MRDLs for disinfectant residuals are primary standards.

Lead and copper action levels. If the 90th percentile results of either lead or copper exceed the corresponding action level, the County will need to follow additional requirements as required by the Lead and Copper Rule and DENR Water Supply Section. Additional requirements include increased monitoring and treatment.

The lead action level is exceeded. If the concentration of lead in more than 10 percent of the tap samples collected during any monitoring period conducted in accordance with \$141.86 is greater than 0.015 mg/L.

The cooper action level is exceeded if the concentration of cooper in more than 10 percent of water tap samples collected during any monitoring period conducted in accordance with \$141.86 is greater than 1.3 mg/L.

A copy of the compliance monitoring sites for Lead and Copper is found under **Appendix B**.

4.3 Laboratory Services

All compliance laboratory services are contracted through Environment 1 Incorporated. They are a state approved laboratory. Daily operational test such as ph and chlorine values are performed in house by the resident ORC, Rick Spivey or his contracted back up ORC as referenced in **table 4.1**.

Environment 1, Incorporated P.O. Box 7085 Greenville, NC 27835-7085

5.0 EMERGENCY RESPONSE PROGRAM

The County has not had a vulnerability assessment prepared; however, it has developed an emergency response plan. The corresponding documents are available to applicable County staff. The emergency response plan evaluates the two general types of events that may precipitate an emergency response. The emergency plan addresses the following primary emergencies:

5.1 Natural Events

- Earthquake
- Flood
- High Winds
- Ice Storm
- Drought
- Waterborne Disease

5.2 Human Caused Events

- Vandalism
- Terrorism
- Cyber Attack



- Deferred Maintenance
- Construction Accidents
- Chemical Spills
- Cross Connections

All water system personnel receive basic training that is appropriate for their job and emergency response assignments. In addition, drills, tabletop exercises, practice exercises and full scale exercises are performed periodically to provide County staff with hands on experience implementing portions of the emergency response plan.

The Emergency Response Plan is attached to this Operations and Management Plan as **Appendix H**.

6.0 PUBLIC NOTIFICATION

The Federal Safe Drinking Water Act (SDWA), and the Environmental Protection Agency (EPA) Public Notification Rule require purveyors to notify their customers if any of the following conditions occur.

- National primary drinking water regulation (NPDWR) violations.
- Failure to comply with an applicable MCL or MRDL.
- Failure to comply with a prescribed treatment technique.
- Failure to perform water quality monitoring as required by the drinking water regulations.
- Failure to comply with testing procedures as prescribed by drinking water regulations.
- Operation under a variance or an exemption.
- Failure to comply with the requirements of any schedule that has been set under a variance or exemption.
- Occurrence of a waterborne disease outbreak or other waterborne emergency.
- Exceedance of the secondary maximum contaminant level (SMCL) for fluoride.
- Availability of unregulated contaminant monitoring data.



- Issuance of a departmental order.
- Failure to comply with a departmental order.
- Issuance of a category red operating permit by the DENR Water Supply Section.

Public notice requirements for each type of violation or situation are organized into three tiers per 40 CFR 141.201 through 208, and are based on the seriousness of the violation and the potential for adverse health effects.

Tier 1 public notices are required for NPDWR violations and situations with significant potential to have serious adverse effects on human health as a result of short-term exposure. Public notices in this tier must be provided as soon as possible, but no later than 24 hours after the violation is known. The DENR Water Supply Section must also be notified within this timeframe, who may require repeat or additional notices.

Tier 2 public notices are required for all other NPDWR violations and situations not covered in Tier 1 with the potential to have serious adverse effects on human health. Public notices under Tier 2 requirements, with the exception of turbidity violations, must be provided as soon as possible, but no later than 30 days after the violation is known. Turbidity violations must be reported to the DENR Water Supply Section as soon as possible, but no later than 24 hours after the violation is known, to determine whether a Tier 1 public notice will be necessary. Repeat notices must be issued for as long as the violation persists.

All other NPDWR violations and situations not included in Tier 1 and Tier 2 are grouped within Tier 3. Tier 3 public notices must be provided within one year of the water system learning of the violation or beginning operations under a variance or exemption. The notice must be repeated annually for as long as the violation, variance, exemption or other situation persists.

A copy of the notification reference is found in Appendix D of this plan.

7.0 SAFETY PROCEDURES

Safety is the concern and responsibility of all O&M staff. To maintain the highest level of safety, the County has taken steps toward educating its staff and providing resources to ensure a safe working environment. The County will strive to improve its safety program on an on-going basis. The American Water Works Association publishes a manual entitled, Safety Practices for Water Utilities (M3), that describes safety programs and provides guidelines for safe work practices and techniques for a variety of water utility work situations.

County personnel are required to take training courses regarding the following topics: asbestos cement pipe handling; confined spaces; hazardous waste; fall protection;

hearing protection; competent persons; electrical hazards; heavy equipment operation; CPR and first aid; traffic flagging; lockout-tagout; and blood-borne pathogens.

The County's facilities are equipped with confined space entry equipment, oxygen-gas meters and lockout-tagout equipment. Each County vehicle is equipped with first aid and blood-borne handling kits. The County also owns flagging signs and equipment for safe handling of traffic. The following procedures shall be followed for O&M tasks that involve the most common potential work place hazards in the County's water system.

7.1 Equipment Tagging

The County has standard procedures for tagging equipment to prevent injury to personnel and damage to equipment.

7.2 Water Treatment Chemicals

A list of chemicals used at the various water treatment facilities is provided in **Table 4.3**. Material Safety Data Sheets (MSDS) information sheets are maintained at chemical locations as required, with a master copy at the WTP. MSDS and other safety information applicable to the WTP are also contained in the WTP's O&M manual. This O&M manual contains important information regarding safety when handling or using chlorine gas.

7.3 Working in Confined Spaces

Standard Procedure – Follow state requirements for confined space entry.

7.4 Working around Heavy Equipment

Standard Procedure – Obtain proper training and follow all safety procedures. Use noise protection equipment.

7.5 Working in Traffic Areas

Standard Procedure – Wear proper clothing and provide adequate signage and flagging for the work area required by NCDOT standards.

7.6 Working on or around Water Tanks

Standard Procedure – Follow proper safety harness procedures for working on tall structures.

7.7 Working in or around Pump Stations



Standard Procedure – Obtain proper training and follow all safety procedures for working on pumps and electrical equipment. Use noise protection equipment.

7.8 Working on Asbestos Cement (AC) Water Main

Standard Procedure – Obtain proper training and follow all safety procedures for working with asbestos materials. While the County does not handle any asbestos pipe in the distribution system, there may be calls for mutual aid treatment by neighboring systems which may require this training.

7.9 Work Safety Regulations

The County follows all appropriate NCDENR Water Supply Section regulations in its day to day operations and complies with the following state requirements.

- · Entry into confined spaces.
- Shoring of open ditches.
- Lockout-tagout for work on energized or de-energized equipment or circuits.
- Fall restraint for access to the top of the County's water tanks.
- Manual on uniform traffic control devices (MUTCD) Traffic control for work in the public right-of-way.

8.0 CROSS-CONNECTION AND BACKFLOW CONTROL PROGRAM

The Cross-connection Control Plan was adopted August 18, 2014. Connection Control specialist is assigned by the County's Utility Department to implement the Cross-Connection Control Program. In addition, one other Water Division personnel is required to be CCS certified. From the water supply sources to customer water meters, the Water Department is responsible for cross-connection control. Downstream of customer water meters, cross-connection control is under the jurisdiction of the County's Building Code Official. Backflow preventers are required at cross connections as set forth in NCAC 15A: 18C and the County's Cross-Connection Control Program. Inspections are made to ensure proper installation of the backflow prevention assembly(s) (BFAs) or air gaps(s) (AGs). County water customers are responsible for initial and post-installation testing of their (BFAs); and testing must be performed by a private Backflow Assembly Tester (BAT). After initial installation and annually thereafter, the Water Quality Coordinator mails out notices to customers to test and maintain their BFAs. County owned BFAs and AGs are tested and maintained by the County. Backflow incident response, public education, and recordkeeping and



reporting are performed in accordance with NCAC 15A: 18C .0406 and the County's Cross-Connection Control Program. Included in **Appendix E** is the County's backflow Cross-Connection Policy.

9.0 TEST, FORMS AND REPORTING

The DENR Water Supply Section has enacted regulations for recordkeeping and reporting that may be found in NCAC 15A: 18C .1302. The regulations identify recordkeeping and reporting procedures for operations and water quality testing.

9.1 Engineers Report Water System Management Plan

The County pursuant to NCAC 15A: 18C .0507, require it's Engineer to file an Engineers Report & System Management Plan for planning any system improvement.

9.2 Recordkeeping

The DENR Water Supply Section requires retention of critical records dealing with facilities and water quality issues as summarized below. The following retention periods meet and/or exceeds state requirements.

- Bacteriological analysis results: Five years
- · Disinfection by products: For as long as system is in operation
- Chemical analysis results: For as long as the system is in operation
- Daily source meter readings: For as long as the system is in operation
- Other records of operation and analyses as may be required by DENR Water Supply Section: Twelve years
- Documentation of actions to correct violations of primary drinking water standards: Three years after last corrective action
- Records of sanitary surveys: Twelve years after completion
- Project reports, construction documents and drawings, inspection report, and approvals: Life of the facility
- Where applicable, daily records of chlorine residual and WTP performance: Twelve years
- Public notices and certifications to DENR Water Supply Section: Three years after issuance



9.3 Reporting

The County must report the following to DENR Water Supply Section.

- Within 24 hours: A failure to comply with the primary standards or treatment technique requirements specified in NCAC 15A: 18C .1500
- Within 48 hours: A failure to comply with the monitoring requirements specified in NCAC 15A: 18C .1500.
- Within 48 hours: A violation of a primary MCL.
- Immediately: A backflow incident, per NCAC 15A: 18C .1500.
- As soon as possible, but no later than 24 hours: Violations assigned to Tier 1 in NCAS 15A: 18C .1500.
- As soon as possible, but no later than 30 days for Tier 2.
- As soon as possible, but no later than 365 days for tier 3 violations.

The County must submit to the DENR Water Supply Section all applicable reports required by NCAC 15A: 18C .1500. Monthly reports are due by the tenth day of the following month, unless otherwise specified.

Daily source meter readings must be made available to the DENR Water Supply Section on request.

Records regarding the status of monitoring waivers must be submitted during each monitoring cycle.

Total annual water production records for each source must be made available to the DENR Water Supply Section on request.

Water facilities inventory and report form must be submitted to the DENR Water Supply Section annually and within 30 days of any change in name, category, ownership or responsibility for management of the water system.

The County must notify the DENR Water Supply Section of the presence of:

· Coliform in a sample within 10 days of notification by the testing laboratory; and



 Fecal coliform or E. coli in a sample by the end of the business day in which the County is notified by the testing laboratory.

When a coliform MCL violation is determined, the County must:

- Notify the DENR Water Supply Section within 24 hours of determining acute coliform MCL violations:
- Notify the DENR Water Supply Section before the end of the next business day when a non-acute coliform MCL is determined; and
- Notify water customers in accordance with NCAC 15A: 18C .1523 and the EPA's Public Notification Rule. If an MCL or MRDL is exceeded, the County will take follow-up action in accordance with NCAC 15A: 18C .1523.

9.4 Other Reports

Several other reports are required for state agencies, including the Department of Revenue, Department of Labor and Industries, Department of Social and Health Services, Department of Ecology and the Employment Security Department. All of these reports are completed according to their instructions.

10.0 OPERATIONS AND MAINTENANCE RECORDS

10.1 Facilities Operations and Maintenance Manuals

Operations and maintenance manuals are available for staff members' reference. These manuals are kept on file at the County Water System's Operation Center. The County intends to maintain its policy of requiring complete operation and maintenance manuals for all new equipment and facilities.

10.2 Mapping and As-Built Drawing Records

Maintenance of drawings is essential to County staff, developers and anyone else needing to know how the water system is laid out throughout the County. The drawing records are stored at the County Operations office in paper and electronic media. Updates are maintained by the County staff.

10.3 GIS Mapping Records

All water lines, valves, hydrants, wells, tanks, booster stations and check valve vaults are maintained on the county's GIS system. As part of the Asset Management Plan each asset has been issued a unique identifier code to track that specific asset. The department director as part of the ongoing maintenance and mapping process completes GIS task orders to insure that when assets have been installed or repaired

that a record is keep on file for the continuing tracking of maintenance. This service is provided by the County GIS Coordinator.

10.4 Operations and Maintenance Records

Records are stored at the County office for the following items.

- Backflow and cross-connections
- Confined spaces
- Hydrant repairs
- Hydrant meter forms
- Hydrant databases
- Pump motor test
- · Well sounding and static water levels
- Precipitation
- Water usage
- Water used for construction
- Water consumable inventory
- Water maintenance
- Water main notes
- Water worksheets
- Water main flushing
- Bacteriological tests
- Volatile organic compound tests
- Synthetic organic compound tests



- Water samples from new developments
- Lead and copper tests
- Chlorination levels
- Customer complaints
- Vandalism forms

11.0 OPERATIONS AND MAINTENANCE DEFIENCIES

The County's operations and maintenance program is sufficiently staffed and organized. The County meets all regulations and requirements, including certification requirements for staffing. As a result, there are no human resource or training / certifications notable deficiencies to report.

The County Board of Commissioners initiated an Asset Assessment Plan in January 2014. The initial assessment involved a complete inventory of the system components and an assessment of its working condition. A preliminary budget was established in June 2014 to begin reconditioning these components that required attention. Pursuant to that action, the Board authorized a final Asset Management Plan to be completed on or before August 25, 2014. Replacement and rehabilitation work was authorized in June 2014 when the new 2014-15 budget was approved.

12.0 ASSET MANAGEMENT RECORDS

The County maintains individual folders for each primary asset in its utility inventory. Those core facilities are: production wells, elevated storage facilities, booster pumping stations, permanent and mobile generator facilities, master meter valves, altitude vaults, check valve vaults, distribution line segments, hydrants valve and residential water meters (by serial number).

The director maintains an individual folder on file for each of these assets. A complete history of maintenance, service records and expenses are part of the asset management plan. An asset management plan development process was initiated by the board in December of 2013 as part of an overall water system and operations evaluation study. A complete inventory was made in March – April of 2014. Meetings were held with the management and funds were appropriated to begin rehabilitation and replacement of various assets. In July of 2014 the board approved the completion of the Asset Management Plan.



BERTIE COUNTY

DEPARTMENT OF PUBLIC UTILITIES

Cross Connection

And

Back Flow Plan

BOARD OF COUNTY COMMISSIONERS

J. Wallace Perry - Chairman

Charles L Smith - Vice Chairman

Rick Harrell

John Trent

Ronald Wesson

Sarah M. Tinkham- Clerk to the Board
Scott T. Sauer- County Manager
Ricky Spivey - ORC(Operator in Responsible Charge)

<u>Certified Tester</u>: A person who has proven his/her competency to test, repair, overhaul and make reports on backflow prevention devices as evidenced by certification of successful completion of a training program approved by the Person in Responsible Charge, Ricky Spivey.

<u>Confinement Device</u>: A backflow prevention device, as approved and required, installed within a private plumbing or distribution system to isolate a localized hazard from the remainder of said system.

Consumer: Any person, firm, or corporation responsible for any property at which water from the Bertie County Regional Water System public water supply is received. In the absence of other parties or the failure of other parties to accept the responsibilities herein set forth, the owner of record *shall* be ultimately responsible. A backflow prevention device as approved installed at the point of separation between the public water supply and a private service or private distribution system or at the point of metering.

<u>Contamination</u>: The presence of any foreign substance (organic, inorganic, radiological, or biological) in water that tends to degrade its quality as to constitute a hazard or impair the usefulness of the water.

<u>Containment Device</u>: A backflow prevention device, as approved and required, installed at the point of separation between the public water supply and a private service or private distribution system or at the point of metering.

<u>Cross-connection</u>: Any physical connection whereby the public water supply is connected with any other water supply system, whether public or private, either inside or outside of any building or buildings, in such a manner that a flow of water into the public water supply is possible either through the manipulation of valves or because of ineffective check or back-pressure valves, or because of any other arrangement.

<u>Cross-Connection Control Coordinator</u>: The official position established and authorized by the Bertie County Regional Water System designated as Ricky Spivy, the Person in Responsible Charge, to administer, interpret this section and who *shall* be a certified tester.

including tightly closing shut-off valves located at each end of the device.

Section 2. Compliance with Federal and State Law

The Bertie County Regional Water System will comply with the Federal Safe Drinking Water Act, the North Carolina Drinking Water Act, and North Carolina State Building Code, which pertain to cross-connections, auxiliary intakes and interconnections, and establish an effective ongoing program to control potential sources of contamination of the public water supply.

Section 3. Unlawful Connections

It *shall* be unlawful for any person to cause a cross-connection, auxiliary intake or inter-connection to be made; or allow one to exist for any purpose whatsoever. Any violation of this nature will be thoroughly investigated and may be prosecuted to the full extent of the law.

Section 4. Inspection of Property

It *shall* be the duty, upon request of the Person in Responsible Charge, of the cross connection coordinator to cause inspections to be made of properties served by the public water supply where cross-connections with the public water supply are deemed possible. The frequency of inspections and reinspections *shall* be set by the Operator in Responsible Charge.

Section 5. Right of Access

The Person in Responsible Charge, or authorized representative, *shall* have the right to enter, at reasonable time, any nonresidential property served by a connection to the Bertie County Regional Water System public water supply for the purpose of performing the duties of this article. In those cases in which the property owner chooses not to provide such access, the Person in Responsible Charge, or authorized representative, *may* designate the location as a high hazard in accordance with Section 7.

Section 6. Existing Conditions

Any consumer *shall* be allowed thirty (30) days to correct any cross-connections, auxiliary intakes, interconnections or other hazard as defined by Section 7 of this code in violation of the

approved by the Cross Connection Coordinator. Any such connection *shall* be considered an other connection for determining the type of containment device required. Each internal confinement device *shall* be one of the following, as approved by the Person in Responsible Charge or his authorized representative: reduced pressure zone principle backflow prevention device, double check valve backflow prevention device, air gap, vacuum break-pressure type, or dual check valve. Each reduced pressure zone principal backflow prevention device serving as an internal confinement device shall have a mesh strainer immediately upstream of the inlet gate valve.

(c) No person *shall* fill any tanks or tankers that include the following: those containing pesticides, fertilizers, other toxic chemicals or residues, flush trucks, street sweepers, and nonpotable water tankers from a public water system except with an approved air gap fill or an approved reduced pressure backflow preventor properly installed on the tank or tanker or on the public water supply fill pipeline or hose.

Section 8. Other Connections

- (a) Services to single family residential units, not otherwise required by this regulation to have other containment devices, may have a containment device in the form of an approved dual check valve on all such services which meters are applied more than ninety (90) days following the date of adoption of this ordinance, said dual check valves or other containment devices as required shall be installed by the owner's representative prior to the installation of the meter by the water department. On all such services for which meters have been applied prior to that date, said dual check valve shall be installed by the water department, provided that the Bertie County Regional Water System reserves the right to charge the owner or occupant of any residence for the cost of said device and its installation. Maintenance of dual check valve containment devices installed in accordance with this section shall be conducted by the water department. Testable containment devices that are required on lawn irrigation water systems and must be tested every three (3) years by a contractor that has been approved by the Bertie County Regional Water System.
- (b) All other connections to the public water supply of the Bertie County Regional Water System *shall* have containment devices in the form of a double check valve backflow prevention device as set forth in Section 8 of this regulation. This *shall* include water mains installed to Bertie County Regional Water System's standard, and with Bertie County Regional Water System's supervision, but which are not maintained by the Bertie County Regional Water

Duly adopted this the day of August, 2014, upon motion made by Commissioner, seconded by Commissioner						
	····	, and adopted	by the following vote:			
Ayes	::	Noes:	Absent:			
Board of Co	mmissioners	of the County of B	ertie			
Ву:			. <u></u>			
Chairma		rd and of the Gover of Bertie County	ning Body			
A CONTROL						
ATTEST:	Sarah M. 7	Finkham				
	Clerk to th					

,)

Planning Board

Immediate Vacancies: 2

Position Vacancy:

Board	Term	Name	Began	End
Planning Board	3 years	*David Earley	10/3/2014	6/30/2015
		(District II – Merry		
		Hill/Whites)		
Planning Board	3 years	James Morris	6/20/2011	6/30/2014
-		(AT LARGE)		

Special requirements: N/A

Notes: *Resigned. Recommendations needed to fill 2 vacancies.

Attendance of Current Members: N/A

Applications Received:

As of 7/2/2014, no new applications have been received.

Current Members (unexpired):

- 1. Carl Bond
- 2. Rodney Mumma
- 3. Nayland Collier
- 4. Carl Cooper
- 5. Gregory Hughes

Roxobel, North Carolina August 18, 2014 Regular Meeting

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

Present: J. Wallace Perry, Chairman

Charles L. Smith, Vice-Chairman

John Trent

Ronald "Ron" Wesson

Absent: Rick Harrell

Staff Present: County Manager Scott Sauer

Clerk to the Board Sarah S. Tinkham

County Attorney Lloyd Smith Network Administrator Joe Wilkes

Emergency Services Director Mitch Cooper

EMS Division Chief Matt Leicester Economic Development Steve Biggs Finance Director William Roberson

Media members present included Gene Motley of the Roanoke-Chowan News Herald and Barry Ward of the Bertie Ledger-Advance.

Chairman Perry opened the meeting and thanked all of those present for their attendance, and thanked the Town of Roxobel for hosting this Community Meeting.

INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Wesson led the Invocation and Pledge of Allegiance.

Chairman Perry asked the public to excuse Commissioner Harrell's absence due to a previous work commitment.

PUBLIC COMMENTS

Monica Lassiter of Lewiston addressed all public present regarding their participation at the Board's meetings. She stated that it was important for all citizens to be present for more than just the Public Comments section of the meetings, and that leaving early does them a disservice. She also stated that Bertie County is "everyone's livelihood" and that all should be present for the duration of the meetings to receive the full picture of the County's current state of affairs.

David Rimel of Roxobel thanked the Board for visiting the Roxobel Community. Mr. Rimel requested that the Board consider adding the Roxobel-Kelford Library to its Albemarle Regional Library System. He stated that reading is one of the most important things that a community can provide to its citizens, and that the library would benefit greatly from the County funding if it were to be added to the Albemarle Regional Library System.

APPOINTMENTS

District-6A and District-6B merger presentation by Hon. Brenda G. Branch and Hon. W. Rob Lewis

The Board deferred this item as Judges Brenda G. Branch and W. Rob Lewis were unable to attend.

Economic Development presentation by Mark Little, Eric Briet, and Stephanie Smith of the UNC Kenan Institute

Various students and graduates of the UNC Kenan Institute were present to deliver the "Blue Print for Bertie: A Community Economic Development Plan."

The Board and public present received a copy of this plan.

Mark Little, Eric Briet, and Stephanie Smith presented to the Board regarding the County's strengths, weaknesses, as well as recommendations to increase the Economic Development opportunities in the County.

Ms. Smith discussed the making of the plan and described the 15 month long process of meeting with citizens, public and pastoral leaders, non-profit organizations, as well as with youth members in the community.

Mr. Briet summarized the plan's findings and provided various recommendations to increase the Economic Development opportunities in the County including: requiring high school students to complete the Career Readiness Certificate (CRC) process, adopting a Work Ready model, providing resources for students to overcome educational barriers, working to promote and advertise the County's marketable sectors, etc.

Upon completion of the presentation, the public and the Board were given the opportunity to ask questions about the plan, as well as were given the next steps to begin implementation.

The Board commended the UNC Kenan Institute for all of their hard work and dedication to the project.

Commissioner Wesson commented that a lot of the problems that the County faces were put into a different, third party perspective, and that he appreciated the "fresh set of eyes."

BOARD APPOINTMENTS

Planning Board

The Board received notification of the two current vacancies on the Planning Board. No action was needed.

CONSENT AGENDA

Approve minutes for Regular Session 8-4-14

Commissioner Wesson made a **MOTION** to approve the minutes for Regular Sessions 8-4-14. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve minutes for Regular Session 8-6-14

Vice Chairman Smith made a **MOTION** to approve the minutes for Regular Sessions 8-6-14. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Tax Department Error Ledger – July 2014

County Manager Sauer recommended this item for approval.

Commissioner Wesson made a **MOTION** to accept the Tax Department Error Ledger for July 2014 as recommended by the County Manager. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Accept 2015 State Holiday Schedule

Commissioner Wesson made a **MOTION** to accept the 2015 State Holiday Schedule. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve Board of Commissioners Meeting Schedule for 2015

After some discussion, Commissioner Wesson made a **MOTION** to approve the Board of Commissioners Meeting Schedule for 2015. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approve NC Forest Service FY2014-2015 County Cooperative Agreement

County Manager Sauer recommended this item for approval. He stated that this agreement is consistent with agreements in previous years and the approved budget.

Commissioner Trent made a **MOTION** to approve the NC Forest Service FY2014-2015 Cooperative Agreement. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

Approval of Budget Amendments

After some discussion, Commissioner Wesson made a **MOTION** to approve the proposed Budget Amendments outlines in Budget Amendment #14-08. Commissioner Trent **SECONDED** the motion. The **MOTION PASSED** unanimously.

The Budget Amendment reads as follows:

		#	14-08			
	IN	CREASE			11	NCREASE
42-8272-5396-01	\$	3,600		42-8272-5396-10	\$	3,600
BLACK ROCK SUBDI	VISION C	CHANGE ORDE	R NO. 2 (A	DOPTED ON 4/7/14)		
10-0025-4586-02	\$	2,694		10-5860-5351-00	\$	2,694
	3,7,3	CREASE				ECREASE
10-5860-5351-00	\$	756		10-5860-5220-00	\$	161
10-5860-5399-22	\$	346		10-5860-5399-08	\$	1,270
10-5860-5330-00	\$	352		10-5860-5399-81	\$	23
ADJUST BUDGET TO	REFLEC	CT FINAL NUMB	BERS FRO	M HCCBG		
	IN	CREASE			11	NCREASE
10-0040-4934-10	\$	826,651		10-9800-5980-40	\$	826,651
30-0070-4981-13	S	826,651		30-9100-5756-00	S	526,111
		320,007		30-9100-5756-01	\$	300,540
TO SETUP BUDGET	FOR HOS	SPITAL PAYME	NTS			
	INI	CREASE			18	NCREASE
10-9800-5980-12	S	10.241	DSS	12-0070-3981-10	S	10.241
10-9800-5980-61	S	201	WI	61-0070-3981-10	S	201
10-9800-5980-62	\$	652	WII	62-0070-3981-10	\$	652
10-9800-5980-63	\$	485	WIII	63-0070-3981-10	\$	485
10-9800-5980-64	\$	334	WIV	64-0070-3981-10	\$	334
UNEMPLOYMENT IN:	S WAS B	UDGETED AS	A SINGLE I	INE ITEM IN FUND 10)	
ALLOCATED UI FUNI		The second secon				
	IN	CREASE			D	ECREASE
51-5430-5193-00	S	59,473		51-5430-5399-09	S	1,358,553
51-5430-5396-29	\$	908,121		51-5430-5430-01	S	371,041
51-5430-5399-18	S	287,000				
51-5430-5399-62	\$	185,000				
51-5430-5991-00	\$	290,000				
TO ADJ BUD TO REL	ECT - AN	MENDED PROJ	ECT ORDIN	ANCE PASSED ON A	UG 19,	2013
	INI	CREASE			D	ECREASE
51-5430-5399-09	S	110,551		51-5430-5991-00	S	110,551
31-3400-0000-00	0	110,001		010400 0001 00		110,001
TO ADJ BUD FOR CH	IANGE O	RDER G-01 PA	SSED ON	MAY 06, 2013		
	IN	CREASE			11	NCREASE

Page 1

		# 14-0	8	1	
	_	# 14-0	9		
	INC	CREASE		IN	CREASE
51-5430-5399-09	\$	13,498	51-5430-5991-00	\$	13,498
TO ADJ BUD FOR CH	IANGE O	RDER G-02/T-01 PA	SSED ON MAY 06, 2013		
	INC	CREASE		DE	CREASE
51-5430-5991-00	\$	6,923	51-5430-5399-09	\$	6,923
TO ADJ BUD FOR CH	IANGE O	RDER G-03 PASSED	ON SEPT 26, 2013		
	INC	CREASE		DE	CREASE
51-5430-5399-18	\$	50,000	51-5430-5991-00	\$	50,000
TO ADJ BUD FOR FU	RNITURE	CHANGE ORDER	APPROVED ON NOV 04, 20	13	
	INC	CREASE		DE	CREASE
51-5430-5399-09	\$	15,079	51-5430-5991-00	\$	15,079
TO ADJ BUD FOR CH	ANGE O	RDER G-04/T-02 PA	SSED ON FEB 03, 2014		
APPROVED /	/2014	1			

DISCUSSION AGENDA

Bertie EMS and Non-Emergency Transport (NET) Update

Emergency Medical Services Division Chief Matt Leicester updated the Board regarding current regarding 9-11 services.

Mr. Leicester stated that EMS is performing consistently with a response time of under 20 minutes for 94% of its calls.

He also informed the Board of a potential grant opportunity through FEMA. This grant has no County match, and it could supply enough funding for the EMS Department to purchase various pieces of capital outlay equipment.

Mr. Leicester also informed the Board regarding hiring for the NET Division. He stated that out of all 10 positions that were offered, 7 of those positions went to Bertie County residents.

Emergency Services Director, Mitch Cooper, also informed the Board of some new additional information regarding the NET Division.

He stated that as of tonight's meeting, the Bertie County NET Division has completed 15 total calls. 11 of these calls were BLS calls, and 4 were ALS calls.

Mr. Cooper also mentioned that at that moment, 2 other transports were currently in progress.

Mr. Cooper assured the Board that transports were being scheduled and that the phones have been ringing. He stated that various advertising materials were on the way to continue to spread the word about the County service, and that he was in the process of applying in surrounding Counties for franchise agreements approval.

Commissioner Wesson informed all of those present that an agreement had been reached between Bertie County and the Vidant-Bertie Hospital to allow County NET Service to receive calls for transports from any citizen that does not have a preference in a transport provider.

Mr. Wesson reiterated that a citizen has the right to chose what transport company that he or she would like to use, but that County tax dollar were being used to provide the County NET Services.

Surplus Property disposal

County Manager Sauer provided the Board with a summary hand out of the County's current surplus property.

Mr. Sauer requested feedback from the Board as well as County Attorney Smith regarding the property known as "Dr. Jordan's Office."

County Attorney Lloyd Smith informed the Board that as of 2008, the building was owned by Bertie Memorial Clinic, Inc. which is owned by the County and has been released from the lease between the County and Vidant.. He also discussed another corporation, Bertie All-County Health Serives, Inc which is also owned wholly by Bertie County and owns a separate piece of real property which is being used by the Sheriff's Department.

Mr. Smith discussed ways that title of the building and the other piece of property could be transferred to Bertie County, including dissolving the corporations or doing deeds from them to the County as appropriate.

Commissioner Trent voiced concerns about the building. He stated that the building currently has aserious case of mold, and the mold would make the house too unattractive to sell.

Commissioner Wesson stated that whether the County decides to sell of demolish the building, the title has to be back in the County's name for that to happen.

County Attorney Smith concurred.

The Board came to a consensus to have County Manager Sauer work with a consultant about examining the current mold problem in the building before moving forward.

Commissioner Wesson made a **MOTION** to allow the County Attorney to research and advise the Board regarding the title to this building while still keeping cost in mind while seeking a conclusion to this matter. Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

DSS Child Support Enforcement – YoungWilliams Contract Amendment

County Manager Sauer informed the Board of a Contract Amendment that would need to be made to the YoungWilliams contract as the original contract did not specify the responsible parties for both legal fees and genetic, paternity testing.

The proposed amendment states that YoungWilliams has agreed to cover the cost of legal fees while the County will cover the cost of the genetic testing.

Commissioner Wesson made a **MOTION** to accept the amended contract. Commissioner Trent and Vice Chairman Smith **SECONDED** the motion. The **MOTION PASSED** unanimously.

COMMISSIONER'S REPORTS

Commissioner Wesson thanked the Board and the public for allowing him to represent the County at the 2014 NCACC Annual Conference in Asheville, NC on August 15-17th.

He reported that 92 of the 100 counties in North Carolina were represented.

Mr. Wesson also commended his fellow Commissioner, Vice Chairman Smith, for his continued dedication to public service, and that he was honored at the event in Asheville.

There were no other Commissioners Reports.

COUNTY MANAGER'S REPORTS

The County Manager had no remarks at this time.

COUNTY ATTORNEY'S REPORT

The County Attorney had no remarks at this time.

PUBLIC COMMENTS CONTINUED

John Davis of Merry Hill commended the individuals from the UNC Kenan Institute for their hard work and diligence in regards to this evening's Economic Development presentation.

Mr. Davis also thanked Commissioner Trent for his commitment to the County buildings, and that due to his expertise the County had been able to save tax payer dollars to remodel various County buildings over the past year.

Mr. Davis also recommended that all those interested in Economic Development should consider reading a book titled, *Local Dollars, Local Sense* by Michael Shuman. He stated that this publication provides great insight into local governments, and ways to improve their economic standing.

There were no other Public Comments.

Chairman Perry adjourned the meeting at 8:45pm. J. Wallace Perry, Chairman

Sarah S. Tinkham, Clerk to the Board



Annie F. Wilson Register of Deeds

Bertie County 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 2014 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 10-0030-4344-03	REAL ESTATE REGISTRATION	\$4,273.20 \$700.00
10-0050-4839-02	MISCELLANEOUS(NOTARY OATHS/PHOTO COPIES, ETC)	\$243.15
10-0030-4344-04	NO. MARRIAGE LICENSE 10 @\$60.00	\$600.00
		\$5,816.35
10-0018-4240-01	N. C. STATE EXCISE STAMP TAX	\$3,634.00
10-0030-4344-10	STATE TREASURER FEE 134 @\$6.20	\$830.80
	 -	\$10,281.15
40 0000 4254 00	AID INVOLIT/DEELIND)	ቁግ ለ በበ
10-0000-1251-00	A/R IN/OUT(REFUND)	\$24.00
		\$10,305.15

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

FOR INFORMATIONAL PURPOSES

D/T /MORTGAGES	38 @\$6.20=	\$235.60
ADDITIONAL PAGES	43 @\$0.40=	\$17.20
DEEDS & OTHER INSTRUMENTS	<u>142</u> @\$1.94=	\$275.48

NORTH CAROLINA

CONTRACT FOR SERVICES

BERTIE COUNTY

THIS CONTRACT is made and entered into this the __3__day of __September______, 2014, by and between BERTIE COUNTY, a body corporate and politic existing pursuant to the laws of the State of North Carolina, (the "COUNTY"), and _Carolina Lawn Care, 106 William Drive, Hertford, North Carolina 27944, (the "CONTRACTOR").

1. SERVICES TO BE PROVIDED: CONTRACT TERM

The services and/or material to be furnished under this contract (the "SERVICES") are as follows:

1) SCOPE OF WORK

The work will consist of providing labor and equipment to remove trees and other debris from 2.9 miles of stream channel as shown on the attached map and described below. Debris and trees will be disposed of in the adjacent wetlands or wooded high ground in some areas, in a manner to prevent them from floating back into the channel. Trees leaning from Isabel at a 45 degree angle or greater over the channel will also be removed.

Work is scheduled to be completed on portions of <u>Bud Branch and Flat Swamp (both near Colerain)</u>. (See attached maps for details.)

2) START AND COMPLETION DATES

Work may be commenced on or after October 1, 2014 and must be completed no later than March 31, 2015.

3) METHOD

A floating barge or boat with mechanical winch equipment capable of removing trees up to 30 inches in diameter as well as chain saws are mandatory for wetland and swamp areas of this project. Hydraulic excavators may be used in areas where wetlands are not present. Care should be taken to avoid damaging standing trees if at all possible. A contract will not be awarded to any bidder not having above mentioned equipment. Please attach your equipment list to your bid. Any contractor found dropping trees under the water and leaving them will be terminated immediately.

4) INSPECTION

Work will be performed under the supervision of Vic Thompson, Technician with the Bertie Soil and Water Conservation District. He has the authority to issue stop and proceed work orders. If any underwater archaeological remains such as small boats or Indian canoes are discovered, the contractor is required to immediately inform the Project Inspector. If the contractor does not execute the contract within 10 days of award by the Board of County Commissioners, Bertie County reserves the right to award the contract to the next lowest responsible bidder.

5) PAYMENT

Requests for payments will be forwarded to the County Finance Office through the Project Inspector. Upon the Project Inspector's certification that the payment is justified, 90% of the request will be disbursed with a retainage of 10% to be held until satisfactory completion of the entire project as determined by the Project Inspector. Requests for payments may be submitted no more often than once a month.

6) NC WILDLIFE RESOURCES COMMISSION GUIDELINES

Work will be performed according to "Rules and Regulations" of the Coastal Resources Commission and NC Wildlife Resources Commission guidelines which will require that no excavation, dragging or bank disturbance will be performed along the stream portion of the project. Said guidelines are incorporated herein for a more complete and accurate description.

7) DAMAGES TO PRIVATE ROADS

Contractor will be responsible for repairing any damage caused to private access roads with his equipment, back to original condition.

2. PAYMENT TO CONTRACTOR

In consideration for CONTRACTOR'S services COUNTY shall pay CONTRACTOR upon completion of the project and COUNTY'S acceptance <u>Eight Thousand, eight hundred forty seven</u>
AND NO/100 DOLLARS (\$ 8847)

CONTRACTOR shall complete the services by March 1, 2015.

The COUNTY agrees to pay the above amount for services satisfactorily performed in accordance with this contract. Payment will be processed promptly upon receipt and approval by the COUNTY of the invoice and upon acceptance by COUNTY of CONTRACTOR'S work product in accordance with Paragraph 1(5) above..

3. INDEPENDENT CONTRACTOR

Both the COUNTY and the CONTRACTOR agree that the CONTRACTOR shall act as an independent contractor and shall not represent itself as an agent or employee of the COUNTY for any purpose in the performance of the CONTRACTOR'S duties under this contract. Accordingly, the CONTRACTOR shall be responsible for payment of all federal, state and local taxes arising out of the CONTRACTOR'S activities in accordance with this contract, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required.

In performing the SERVICES, the CONTRACTOR is acting as an independent contractor and shall perform SERVICES in accordance with currently approved methods and practice in the CONTRACTOR'S professional capacity and in accordance with the standards of applicable professional organizations and licensing agencies.

4. INSURANCE AND INDEMNITY

The CONTRACTOR shall indemnify and save harmless the COUNTY, its agents and employees from and against all actions, liability, claims, suits, damages, cost or expenses of any kind which may be brought or made against the COUNTY or which the COUNTY must pay and incur by reason of or in any manner resulting from injury, loss or damage to persons or property resulting from negligent performance of or failure to perform any of its obligations under the terms of this CONTRACT.

The CONTRACTOR shall be fully responsible to the COUNTY for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by it, as the CONTRACTOR is for the acts and omissions of persons directly employed by it.

In addition, the CONTRACTOR shall comply with the North Carolina Worker's Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the

extent required by such Act. In the event the CONTRACTOR is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, the CONTRACTOR shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of SERVICES.

The CONTRACTOR agrees to furnish the COUNTY proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

The CONTRACTOR upon request by the COUNTY shall furnish a Certificate of Insurance from an insurance company, licensed to do business in the State of North Carolina and acceptable to the COUNTY verifying the existence of insurance coverage required by the COUNTY. The Certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage.

5. HEALTH AND SAFETY

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees from the work and other persons who may be affected thereby.

6. NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their age, sex, race, creed, or national origin. In the event the CONTRACTOR is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this contract may be cancelled, terminated, or suspended in whole or in part by the COUNTY, and the CONTRACTOR may be declared ineligible for further COUNTY contracts.

7. GOVERNING LAW

This contract shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this contract shall be brought in the General Court of Justice of the State of North Carolina or in the Federal District Court for the Eastern District of North Carolina.

8. CONTRACT DOCUMENTS/AMENDMENTS

This document together with the purchase order and any attached exhibits constitutes the entire Contract between the parties and may only be modified by a written mutual agreement signed by the parties and attached to this Contract.

9. OTHER PROVISIONS

This Contract is subject to such additional provisions as are set forth in any addendum executed separately by each party and attached to this Contract.

10. SIGNATURES

Both the COUNTY and the CONTRACTOR agree to the above Contract.

Attest:	BERTIE COUNTY
Sarah Tinkham, Clerk to the Board	By: Scott Sauer, County Manager
(SEAL)	
Witnessed or Attested By:	CONTRACTOR By: Varied Layry
This instrument has been preaudited in the Control Act.	e manner required by the Local Government Budget and Fisca
	County Finance Officer

Results from the Bid Openings September 2, 2014 : Clearing & Snagging

Present: Vic Thompson

Dianne Cowand

Carolina Lawn Care Representatives

Carolina Lawn Care \$5,391

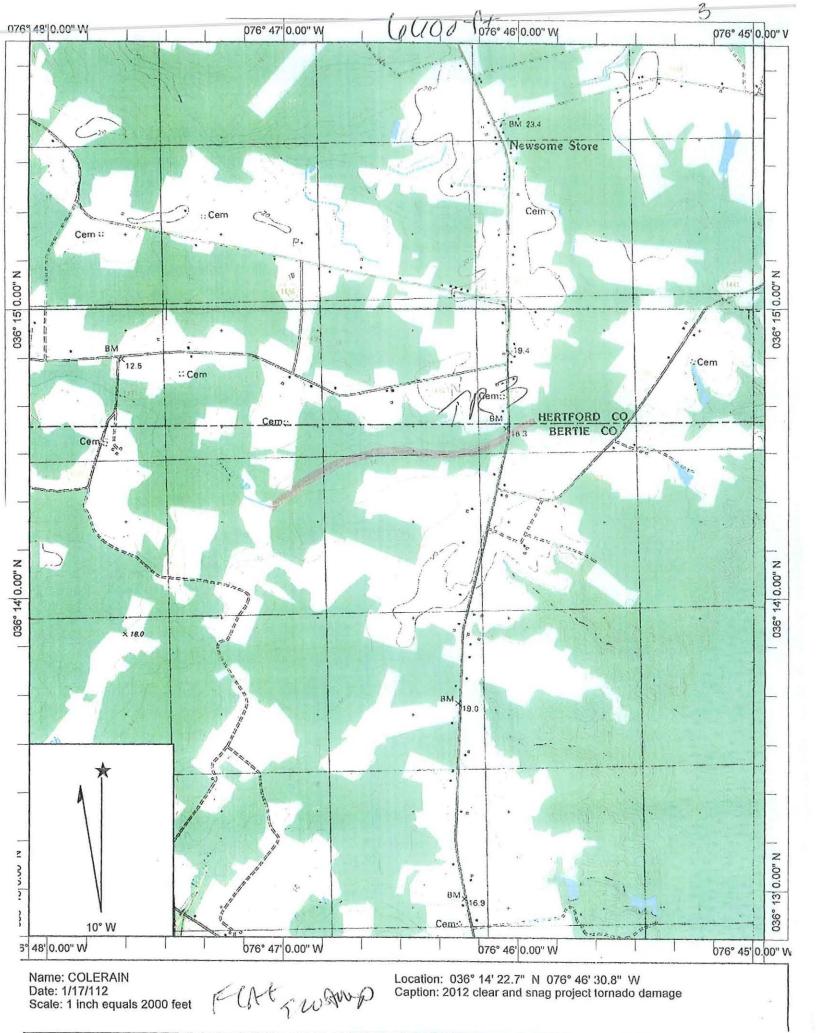
Daniel Allen \$6,500

Kenneth Allen \$14,283

J & J Environmental, LLC \$8,448

Earl Ward, Jr. \$143,283

Alvin Smith \$9,045.90



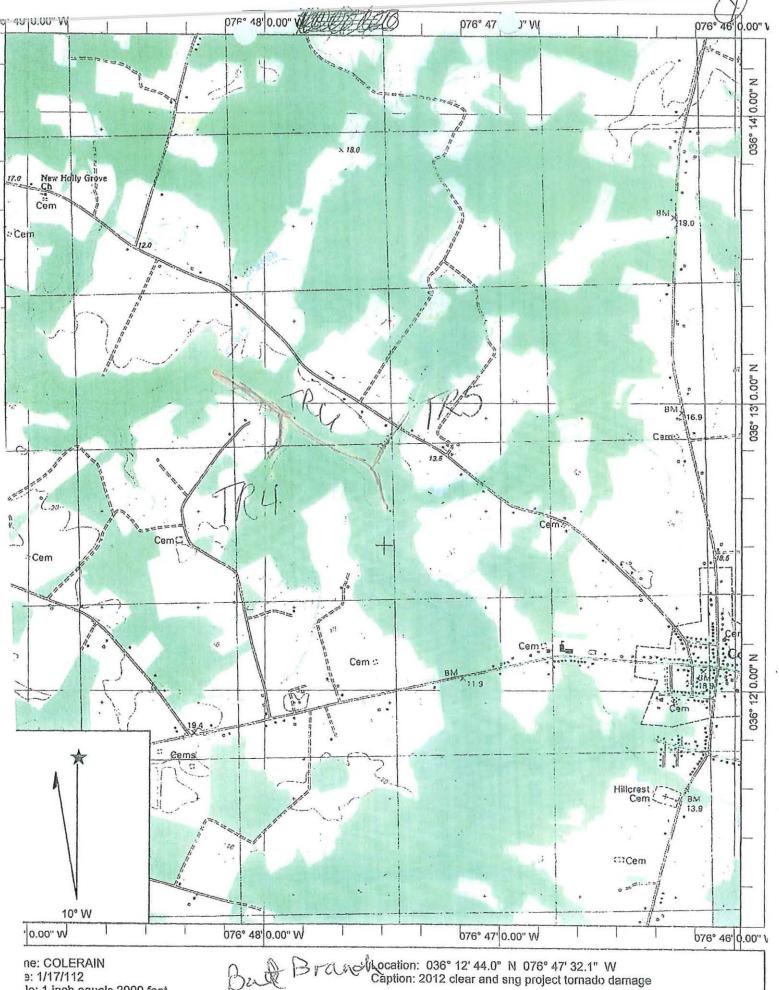






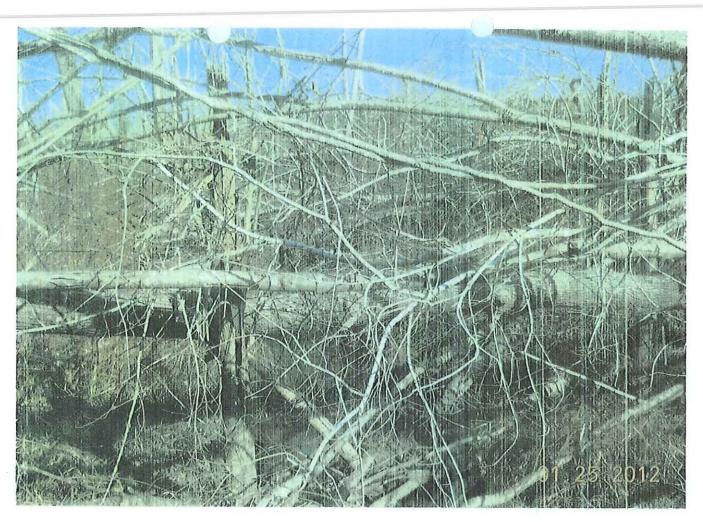






le: 1 inch equals 2000 feet

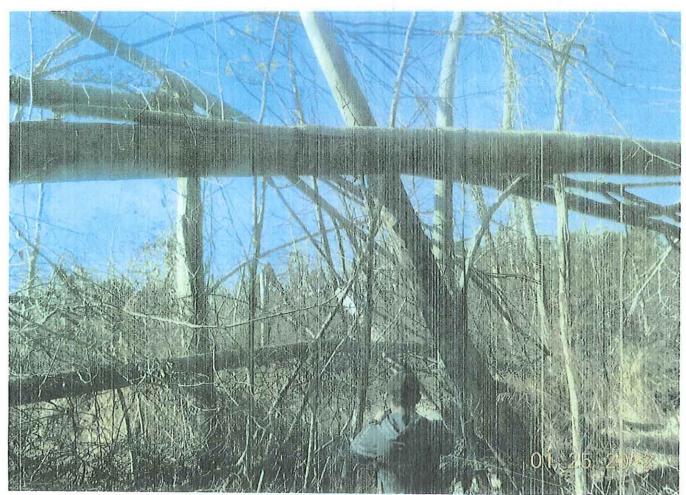












INCREASE

BUDGET AMENDMENT

<u># 15-01</u>

10-0025-4495-08	\$	INCREASE 1,000	10-4950-5399-32	\$	INCREASE 1,000		
TO INCREASE BUDGET TO MATCH ACTUAL GRANT AMOUNT RECEIVED EAT SMART-MOVE MORE-WEIGHT LESS GRANT							
		INCREASE			INCREASE		
10-0025-4495-11	\$	2,000	10-4950-5399-37	\$	2,000		
TO INCREASE BUDGE 4-H COOKING CAMP	T TC) MATCH ACTUAL GRANT AMC	OUNT RECEIVED				
		DECREASE			DECREASE		
10-0025-4495-07	\$	1,000	10-4950-5399-30	\$	1,000		
TO ADJUST BUDGET	ТО А	CTUAL AMOUNT RECEIVED - E	EFNEP PROGRAM				
		INCREASE			INCREASE		
10-5860-5399-50	\$	124 2HOT2TROT	10-0090-4991-99	\$	124		
10-5860-5399-21	\$	1,250 R-U-OK	10-0090-4991-99	\$	1,250		
10-5860-5399-05	\$	1,364 SHIIP	10-0090-4991-99	\$	1,364		
TO BRING OVER UNS	PEN ⁻	Γ GRANT MONEY- COA - R-U-O	K, 2HOT2TROT, SHI	ΙP			
		INCREASE			INCREASE		
10-6120-5399-15	\$	458	10-0090-4991-99	\$	458		
TO BRING OVER UNS	PEN ⁻	T GRANT MONEY FROM SENIC	RS ON THE MOVE O	BRAN	NT		
		DECREASE			INCREASE		
47-4500-5399-85	\$	21,000	47-4500-5400-10	\$	50,000		
47-4500-5399-90	\$	26,500	47-4500-5399-87	\$	1,000		
47-4500-5399-91	\$	3,500		*	,,,,,,		
TO REALLOCATE 11-0	CDBG	G-SS L-1 FUNDS TO C-1 - (APPF	ROVED 3/17/14)				
		INCREASE			INCREASE		
10-0050-4839-43	\$	60,000	10-4190-5351-05	\$	60,000		
		IBRARY ROOF REPAIRS BEMARLE REGIONAL LIBRARY	·)				

INCREASE

10-0025-4473-12 \$ 8,847 10-4960-5399-09 \$ 8,847

TO SETUP BUDGET FOR CLEARING AND SNAGGING GRANT

APPROVED __/__/2014

AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES

THIS AGREEMENT is entered into this _______, 2014 (the "Effective Date"), by and between MAXIMUS Consulting Services, Inc. ("Consultant"), and Bertie County ("Client"). In consideration of mutual promises and covenants, the parties agree as follows:

- Scope of Services. Consultant shall perform in a professional manner the Services detailed in Exhibit A.
- (2) Term. This Agreement shall commence on the Effective Date and shall remain in effect until (a) 36 months thereafter, (b) completion of, and payment in full for, the Services specified in Exhibit A, or (c) termination in accordance with Section 4, whichever occurs first. Should the Services not be completed at the conclusion of the 36 month term, and this Agreement has not been terminated pursuant to Section 4, the parties may agree to extend the agreement for a specified period of time pursuant to an amendment signed by both parties.
- (3) <u>Compensation</u>. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) <u>Termination</u>.
 - a) <u>Termination for Cause</u>. Upon material breach of the terms of this Agreement, the non-breaching party shall provide written notice to the breaching party specifying the nature of the default. The breaching party shall have 30 days (or such longer period as the parties may mutually agree upon) from the date of receipt to cure any such default prior to the effective date of termination. Any notice of default shall be delivered by certified mail or overnight courier.
 - b) <u>Termination for Convenience</u>. Either party may terminate this Agreement without cause upon 60 days prior written notice to the other. In the event the Agreement is so terminated by Client, Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.
 - c) <u>Rights Upon Termination</u>. Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to Client under this Agreement, or any amendment thereto, as of the effective date of termination of the Agreement.
- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. The Client acknowledges and agrees that Consultant shall be entitled to rely upon the accuracy and completeness of the data provided by the Client to perform the Services. Client shall provide all such data in a timely manner sufficient to allow Consultant to provide the Services. Consultant shall have no liability to Client whatsoever if Client provides incomplete or inaccurate data or provides data in an untimely manner.
- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for 6 years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide 30 days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours and no more than once every six months. Any

employee, consultant, subcontractor or agent of Client granted access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) Copyright for Consultant's Proprietary Software. To the extent that the Services provided by Consultant are generated by Consultant's proprietary software, nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Consultant's software. Nothing in this Agreement shall be construed to grant Client any rights to Consultant's materials created prior to the execution of this Agreement. All of the deliverables prepared by Consultant for Client included in the Services are specifically set out in Exhibit A.
- (8) <u>Insurance</u>. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.
- (9) Indemnification. To the extent allowed by law, each party (an "Indemnifying Party") shall defend, indemnify and hold harmless the other party (an "Indemnified Party") from and against any and all third-party claims and resulting proven direct damages, liabilities and costs (including reasonable attorney fees) to the extent proximately caused by the negligent actions or willful misconduct of the Indemnifying Party, its employees or agents. The Indemnifying Party shall not be responsible for any damages, liabilities or costs resulting from the negligence or willful misconduct of the Indemnified Party, its employees, consultants, or agents or any third party.
- (10) <u>Limitation of Liability</u>. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of, or in any way related to, this Agreement from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the lesser of (a) two times the amount actually paid to Consultant during the contract year in which the claim arose, or (b) \$150,000.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

- (11) Consultant Liability if Audited. The Client represents that all financial and statistical information provided to Consultant by Client, its employees and/or agents is accurate and complete to the best of Client's knowledge. Consultant shall, upon notice of audit, make work papers and other records available to the auditors. Consultant's sole responsibility under an audit shall be to provide reasonable assistance to the Client through the audit and to make those changes to the work product as required as a result of the audit. Consultant shall not be liable for any audit disallowances or any missed or lost revenue associated with, or related to, the Services, regardless of cause.
- (12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Bertie County Finance 106 Dundee St Windsor, N.C. 27983 (252) 794-5360 (252) 794-5327 FAX

Nelson Clugston MAXIMUS Consulting Services, Inc. 812 Moorefield Park Drive, Suite 112 Richmond, VA 23236 (804) 323-3535 (804) 323-3536 FAX nelsonclugston@maximus.com

Such notice shall be deemed delivered 5 days after deposit in the U.S. mailbox.

(13) <u>Changes</u>. The terms and scope of Services of this Agreement may be changed only by written agreement signed by both parties.

(14) Miscellaneous.

- a. There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall be construed to provide any rights or benefits to any third-party.
- b. The parties intend that Consultant, in performing the Services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.
- c. In the event that any provision of this Agreement is held to be invalid, illegal or unenforceable for any reason, this Agreement will continue in full force and effect without said provision, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby, and this Agreement will be interpreted to reflect the original intent of the parties insofar as possible.
- d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.
- e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
- f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.
- g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.
- h. Waiver by either party of a breach of any provision of this Agreement or the failure by either party to exercise any right hereunder will not operate or be construed as a waiver of any subsequent breach of that provision or as a waiver of that right.

IN WITNESS WHEREOF,	the Client and the Consultant have executed this Agreement as of the
date first written below.	·

By:
By: (Client Official)
Name:
Title:
Date:
MAXIMUS Consulting Services, Inc.
Ву:
Name:
Title:
Date:

EXHIBIT A Scope of Services

Description of Services:

- a) Development of a central services cost allocation plan, which identifies the various cost incurred by the County to support and administer programs that provide services directly to citizens. This plan will contain a determination of the allowable cost of providing each supporting services such as purchasing, legal counsel, disbursement processing, etc.
- b) Prepare indirect cost proposals for federal grants as necessary.
- c) Negotiation, of the completed cost allocation plan, with the representatives of the State or federal government, whichever is applicable.

Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of Services under this Agreement. All of the Services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein.

Consultant shall provide the Services stated in this Exhibit A in a professional and workmanlike manner consistent with the typical standards of the industry. Consultant specifically disclaims all other warranties, express or implied, including but not limited to the warranties of merchantability and fitness for a particular purpose.

EXHIBIT B Compensation

For Services provided as set forth in Exhibit A, Client agrees to pay Consultant compensation in the amount of Four Thousand Five Hundred Twenty Five Dollars (\$4,525) per year for the Cost Allocation Plan.

Fee for Cost Plan

Fiscal Year [2013]	\$4,525
Fiscal Year [2014]	\$4,525
Fiscal Year [2015]	\$4,525

Consultant will render to Client one or more invoices for the fees specified herein, with payment due thirty (30) days after the invoice date.

William Roberson

From:

John G Schultz/MAXIMUS < JohnGSchultz@maximus.com>

Sent:

Tuesday, June 24, 2014 8:10 AM

To:

William Roberson

Cc:

Jason M Jennings/MAXIMUS

Subject:

New Contract

Attachments:

Standard Financial Services Consulting Contract NC Bertie 13-15 CAP.pdf

Categories:

Red Category

Hi William,

I hope you are doing well. As we prepare to begin to prepare for the FY13 Cost Allocation Plan, I will first need to have a new contract signed by Bertie County. I have attached the contract prepared by our legal department. If you could please have it signed and mail back the original to me so we can execute the contract, I would appreciate that. Once that is complete I will prepare an information request and begin the process of preparing the cost allocation plan.

If you have any questions or concerns, please feel free to reach me at the phone number listed below or by email.

Thanks and have a nice day,

John Schultz



John Schultz, Consultant MAXIMUS Consulting 808 Moorefield Park Drive, Suite 205 Richmond, VA 23236

Office: (804) 823-8134 Cell: (804) 314-6632 Fax: (804) 323-3536

JohnGSchultz@maximus.com

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COUNTY OF BERTIE FINANCIAL SUMMARY FISCAL YEAR 14/15

								Prior Year
		BUDGET		AUG		YTD	% TO DATE	% TO DATE
GOVERNMENTAL FUNDS								
REVENUES								
PROPERTY TAXES	\$	(10,070,897.00)	\$	(487.90)	\$	(191,274.14)	1.90%	11.50%
SALES AND OTHER TAXES	\$	(1,583,300.00)	\$	(3,719.50)	\$	(9,118.37)	0.60%	5.00%
UNRESTRICTED INTERGOVERNMENT	\$	(102,000.00)	\$	(130.10)	\$	(130.10)	0.10%	0.20%
RESTRICTED INTERGOVERNMENT	\$	(734,079.00)	\$	(152,476.10)	\$	(192,844.74)	26.30%	19.00%
PERMITS & FEES	\$	(4,534,921.00)	\$	(250,064.00)	\$	(343,658.79)	7.60%	10.00%
SALES & SERVICES	\$	(71,501.00)	\$	(5,398.76)	\$	(9,952.62)	13.90%	11.70%
MISCELLANEOUS	\$	(184,300.00)	\$	(17,601.50)	\$	(31,109.92)	16.90%	24.20%
INTEREST EARNED ON INVESTMENTS	\$	(20,000.00)	\$	(87.07)	\$	(239.77)	1.20%	2.00%
TRANSFERS	\$	(1,956,894.00)	\$	-	\$	-	0.00%	0.00%
FUND BALANCE APPROPRIATED	\$	(574,985.00)	\$	-	\$	-	0.00%	0.00%
TRANSFERS TO DEBT SERVICE	\$	(2,345,537.00)	\$	-	\$	-	0.00%	0.00%
TRANSFERS GEN TO DSS	\$	(1,325,150.00)	\$	-	\$	-	0.00%	0.00%
DSS	\$	(3,542,772.00)		(268,614.66)	\$	(272,673.03)	7.70%	13.40%
DSS PERMITS & FEES	\$	(5,000.00)		(400.00)		(900.00)	18.00%	13.00%
DSS MISCELLANEOUS	\$	- ,	\$		\$		-	0.00%
TOTAL REVENUES	\$	(27,051,336.00)		(698,979.59)		(1,051,901.48)	3.89%	8.46%
EXPENDITURES								
GOVERNING BODY	\$	196,718.00	\$	10,999.07	\$	22,986.75	12.20%	12.00%
ADMINISTRATION	\$	231,173.00	\$	21,607.95	\$	39,416.52	17.60%	25.20%
FINANCE	\$	297,525.00	\$	22,989.18	\$	42,892.45	15.60%	12.30%
TAX LISTING & COLLECTIONS	\$	670,507.00	\$	43,723.44	\$	108,464.85	16.30%	14.10%
LEGAL	\$	135,000.00	\$	10,786.37	\$	10,786.37	8.00%	28.50%
COURT FACILITIES	\$	85,372.00	\$	3,530.65	\$	4,738.65	5.90%	5.30%
ELECTIONS	\$	142,655.00	\$	6,611.77	\$	28,922.08	16.40%	21.80%
REGISTER OF DEEDS	\$	294,339.00	\$	25,452.23	\$	40,333.60	15.50%	14.20%
PUBLIC BUILDINGS	\$	534,761.00	\$	46,356.71	\$	69,826.23	20.60%	32.30%
BERTIE DATA CENTER	\$	210,077.00	\$	12,764.07	\$	27,225.56	14.40%	26.90%
SHERIFF	\$	2,536,933.00	\$	183,234.14	\$	317,864.56	14.00%	13.80%
911 COMMUNICATIONS	\$	459,739.00	\$	30,976.67	\$	63,174.91	14.60%	18.80%
EMERGENCY MANAGEMENT	\$	384,730.00	\$	6,802.37	\$	14,907.26	8.10%	6.50%
EMERGENCY SERVICES	\$	1,854,561.00	\$	128,609.24	\$	259,700.79	16.10%	-
NON-EMERGENCY TRANSPORT SERVICE	\$	701,457.00	\$	26,533.56	\$	26,701.53	4.60%	-
PLANNING/INSPECTIONS	\$	322,050.00	\$	23,130.75	\$	45,475.11	14.20%	12.10%
MEDICAL EXAMINER	\$	-	\$		\$	-	-	12.50%
ANIMAL CONTROL	\$	118,777.00	\$	8,817.02	\$	15,787.24	15.60%	12.20%
SOLID WASTE	\$	526,180.00	\$	43,567.19	\$	43,567.19	8.30%	8.30%
ECONOMIC DEVELOPMENT	\$	200,000.00	\$	7,413.72	\$	13,378.94	6.70%	15.50%
COOPERATIVE EXTENSION	\$	186,772.00	\$	14,075.29	\$	14,942.27	9.40%	10.40%
SOIL CONSERVATION	\$	71,019.00	- 1	5,399.88		10,862.99	15.30%	15.50%
HEALTH DEPARTMENT	\$	97,200.00		8,000.00		16,000.00	16.50%	16.50%
VETERAN SERVICES	\$	26,092.00		2,085.50		3,980.58	17.10%	19.10%
AID TO AGING/NUTRITION	\$	492,448.00		30,803.36		44,385.92	9.30%	12.80%
PARKS & RECREATION	\$	225,348.00	\$	15,635.52		27,378.56	13.80%	14.90%
SPECIAL APPROPRIATIONS	\$	4,825,757.00	\$	425,616.67	\$	729,670.09	15.70%	15.30%
TRANSFERS TO OTHER FUNDS	\$	4,005,687.00	\$	423,010.07	\$	-	-	0.00%
		4,003,067.00		-		-	-	
CONTINGENCY SOCIAL SERVICES ADMINISTRATION	\$ ¢	2 575 505 00	\$ ¢	170.061.00	\$ ¢	-	12.000/	0.00%
SOCIAL SERVICES PROCEDAMS	\$ ¢	2,575,595.00		179,961.00		352,777.81	13.80%	15.00%
SOCIAL SERVICES PROGRAMS	\$ ¢	2,297,327.00	\$ ¢	177,335.51		211,108.67	9.20%	12.40%
TOTAL DEBT SERVICE	\$	2,345,537.00	\$	6,482.01	\$	12,950.44	0.60%	0.60%
TOTAL EXPENDITURES	\$	27,051,336.00	\$	1,529,300.84	\$	2,620,207.92	9.69%	9.50%

CASH

-		
	Prior Year	
	August 31, 2014 August 31, 2013	
CENTRAL DEPOSIT ACCOUNT - SOUTHERN	\$ 226,375.92 \$ 925,391.96	
CD'S - SOUTHERN	\$ 6,500,000.00 \$ 6,500,000.00	
NC CAPITAL MANAGEMENT TRUST	\$ 2,966,676.71 \$ 1,994,581.20	
	\$ 9,693,052.63 \$ 9,419,973.16	

COUNTY OF BERTIE FINANCIAL SUMMARY FISCAL YEAR 14/15

						Prior Year
		 BUDGET	 AUG	YTD	% TO DATE	% TO DATE
	UTILITY FUNDS					
DISTRICT I						
TOTAL PERMITS & FEES		\$ (40,000.00)	\$ (1,516.68)	\$ (2,628.84)	6.60%	10.50%
TOTAL SALES & SERVICE	S	\$ (340,000.00)	\$ (28,029.62)	\$ (54,677.18)	16.10%	16.70%
TOTAL MISCELLANEOUS		\$ (3,200.00)	\$ (80.00)	\$ (120.00)	3.80%	6.20%
TOTAL OTHER		\$ (2,000.00)	\$ -	\$ -	0.00%	0.00%
	TOTAL REVENUES	\$ (385,200.00)	\$ (29,626.30)	\$ (57,426.02)	14.91%	15.97%
WATER DISTRICT I	TOTAL EXPENDITURES	\$ 385,200.00	\$ 8,413.35	\$ 23,030.18	10.60%	4.80%
DISTRICT II						
TOTAL PERMITS & FEES		\$ (39,500.00)	\$ (5,489.90)	\$ (11,423.62)	28.90%	22.90%
TOTAL SALES & SERVICE	S	\$ (769,326.00)	\$ (102,651.62)	\$ (194,915.35)	25.30%	17.10%
TOTAL MISCELLANEOUS		\$ (500.00)	\$ (20.00)	\$ (20.00)	4.00%	0.00%
TOTAL OTHER		\$ (2,000.00)	\$ -	\$ -	0.00%	0.00%
	TOTAL REVENUES	\$ (811,326.00)	\$ (108,161.52)	\$ (206,358.97)	25.43%	17.16%
WATER DISTRICT II	TOTAL EXPENDITURES	\$ 811,326.00	\$ 31,065.26	\$ 61,168.44	15.00%	5.80%
DISTRICT III						
TOTAL PERMITS & FEES		\$ (44,700.00)	\$ (5,562.45)	\$ (10,715.17)	24.00%	12.20%
TOTAL SALES & SERVICE	S	\$ (502,888.00)	\$ (44,637.41)	\$ (86,094.15)	17.10%	16.60%
TOTAL MISCELLANEOUS		\$ (700.00)	\$ (303.36)	\$ (323.36)	46.20%	56.10%
TOTAL OTHER		\$ (2,000.00)	\$ -	\$ -	0.00%	0.00%
	TOTAL REVENUES	\$ (550,288.00)	\$ (50,503.22)	\$ (97,132.68)	17.65%	16.24%
WATER DISTRICT III	TOTAL EXPENDITURES	\$ 550,288.00	\$ 20,331.14	\$ 42,860.21	15.60%	6.80%
DISTRICT IV						
TOTAL PERMITS & FEES		\$ (45,000.00)	\$ (3,930.95)	\$ (9,178.46)	54.70%	11.70%
TOTAL SALES & SERVICE	S	\$ (445,000.00)	\$ (44,570.30)	\$ (78,095.70)	73.20%	16.10%
TOTAL MISCELLANEOUS		\$ (500.00)	\$ -	\$ -	0.00%	6.70%
TOTAL OTHER		\$ (700.00)	\$ -	\$ -	0.00%	0.00%
	TOTAL REVENUES	\$ (491,200.00)	\$ (48,501.25)	\$ (87,274.16)	17.77%	15.68%
WATER DISTRICT IV	TOTAL EXPENDITURES	\$ 491,200.00	\$ 14,026.14	\$ 30,686.89	12.20%	5.40%
	BERTIE PHONE					
TOTAL MISCELLANEOUS		\$ (70,000.00)	\$ (6,016.47)	\$ (12,152.77)	17.40%	17.20%
FUND BALANCE APPROF	PRIATED	\$ -	\$ -	\$ -	0.00%	0.00%
	TOTAL REVENUES	\$ (70,000.00)	\$ (6,016.47)	\$ (12,152.77)	17.36%	6.80%
BERTIE PHONE SYSTEM	EXPENDITURES	\$ 70,000.00	\$ 3,590.12	7,786.02	68.50%	83.20%

Scott Sauer

1) <u>CDBG Project to extend water lines on Farm Lane</u>—For the Board's September 8th meeting, I have asked Mike Barnette to address the Board, and I have asked Jonathan Huddleston to review the status of this project and the process necessary for obtaining a utility easement by eminent domain. The following three paragraphs are excerpts from a recent email prepared by Jonathan:

The owner, Mr. Bazemore is willing to provide a utility easement, but the property is in the name of a dissolved corporation, and a corporation that has been administratively dissolved cannot convey an easement. Mike Barnette and Mr. Bazemore have discussed using a "friendly condemnation". The county water districts were set up under authority granted by Chapter 162A, Article 6 of the statutes. 162A-89.1 gives a county water district the right to acquire easements by condemnation under the procedure set out in Chapter 40A. 40A-3(c)(12) is the section in 40A that names county water districts as entities that can condemn and do so as "local public condemnors". The taking of an easement for a water line is clearly a public purpose and is authorized by the statutes.

McDavid has prepared a survey that is recorded at Book 13, Page 75 that identifies the easement. The next step is to send a letter to Bazemore Housing giving 30 day notice of the taking. The letter would include a copy of the survey, and it would also need to state how much the County estimates is just compensation for the taking. Let me know what your estimate is on that and how you came up with it. Normally that figure is determined by an appraiser, and we need to determine how much was paid to Cedar Landing Missionary Baptist, if any, for the section that runs across its property.

Then we file the complaint after the 30 day notice. We also would have to file a Memorandum of Action in the Register of Deeds. Mr. Bazemore would have 120 days to file an answer. The failure to file an answer is an admission of the allegations in the complaint, so in that case the County could get a default and get its judgment. Importantly, according to 40A-42(a)(1) the title to a water line easement immediately vests in the water district upon the filing of the complaint, so the County would not have to wait for Mr. Bazemore to file an answer to begin work on installing the water line. Even all-out litigation over just compensation for the easement would not slow down the acquisition of the easement rights.

Bertie County 2012 CDBG Infrastructure (IF) Program Farm Lane

Bertie County has a \$284,000 CDBG IF program to install water line to serve Farm Lane. The project does not require a local commitment of County funds. The project will replace water line on Cardinal Lane and install water line on Farm Lane. The new lines will tie into existing lines on Woodard Road and Cedar Landing Road.

The project will require the acquisition of 2 easements, one from Cedar Landing Missionary Baptist Church and another from Bazemore Housing Inc. The Church has agreed to voluntary provide an easement. Bazemore Housing, Inc. has been administratively dissolved and cannot convey an easement. Therefore, I have suggested a "friendly" condemnation to acquire the Bazemore easement. Jonathan Huddleston has confirmed a county water district has authority to condemn an easement for a water line. On August 11, 2014, I met with Timothy Bazemore Sr. of Bazemore Housing, Inc. Mr. Bazemore agreed to provide the easement and participate in a "friendly' condemnation of the easement. Part of the condemnation process is compensation for the taking, and Northeastern Appraisal Service is in the process of completing appraisals of the easements.

According to Jonathan Huddleston, the condemnation process will proceed as follows.

- 1. Send a letter to Bazemore Housing giving 30 days notice of the taking. The letter would include a survey and the amount of proposed compensation.
- 2. File a Complaint after the 30 days notice and file a Memorandum of Action in the Register of Deeds office. The Owner will have 120 days to file an answer. If the Owner fails to file and answer, the County could get a default and get its judgment.
- 3. The Title will vest immediately upon the filing of the complaint. The County does not need to wait from an answer from the Owner. Even all-out litigation will not slow down the acquisition of the easement rights.

The 2012 CDBG IF program will pay for the easement acquisition and all legal and other costs associated with this condemnation. The process will not require any local county funds.

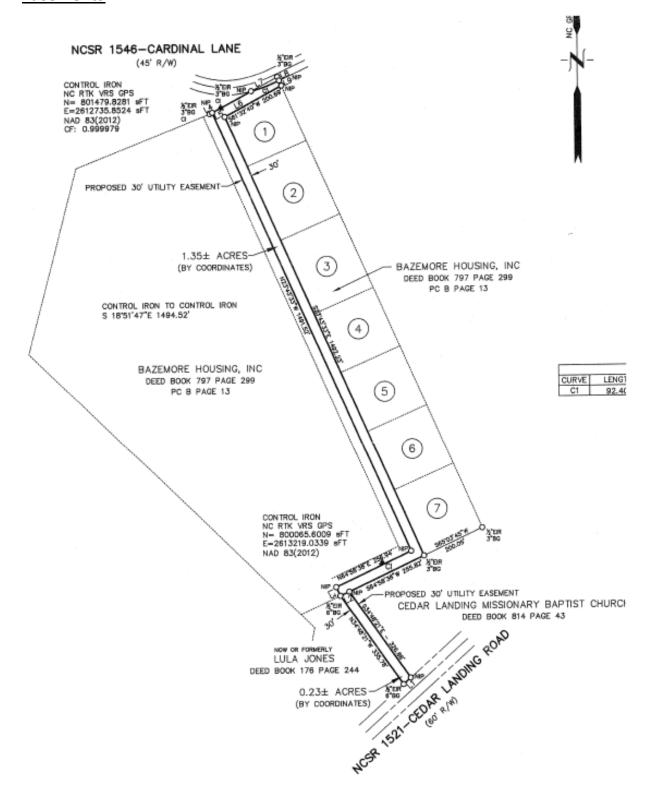
If appropriate, the Board may want to consider authorizing the County staff and CDBG attorney to proceed with condemnation of the Bazemore Housing Inc. easement on Farm Lane.

20140904 1-12-0360 D-1b D-1b

Bertie Co 2012 IF Farm Lane Project Location



Bertie Co 2012 IF Farm Lane Project Easements



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

Fax: (252) 794-5357

To: Bertie County Board of Commissioners

From: Jodie Rhea, Tax Administrator

Re: Appeal by Mr. Kervin Spivey of the former J.P. Law and C.G White Schools.

Mr. Spivey made a timely appeal to me in April 2014. Given the type of property and the research necessary to complete a fair appraisal, this matter was not able to be heard before the Board of Equalization and Review and must now be considered by the Board of Commissioners.

Points to consider:

Both properties were previously owned by the Board of Education and therefore were exempt from taxation.

A "ride by" was done during revaluation. The revaluation team did not enter the property and due to the exempt status, no one questioned the value nor made any mention of deferred maintenance issues.

My request for a reduction is on the improvements only, I see no issue with the land itself.

The following pages will discuss the negative issues with both properties and support my request for a reduction in value. Had we been aware of the issues affecting these properties during revaluation, our values would be more reflective of their true value.

SUMMARY OF FACTS AND CONCLUSIONS

Description: Former J.P. Law School

Location: 607 Old Merry Hill Road

Site Data: 11.25 Acres

Improvements: Approx. 21,189 SF school facility including gymnasium

Utilities: Water, electricity & phone. NO sewage system (gym has septic tank)

Tax Data:

Tax ID: 6862-14-3840

Tax Value: \$545,532 (Improvements Only)

Highest and Best Use: Extensive Renovation/Demolition and Redevelopment

Estimated Market Value: \$106,000

DESCRIPTION OF IMPROVEMENTS

The primary improvement consists of an approximate 21,189 square foot former school facility. The school portion of the property comprises approximately 16,239 square feet and the detached gymnasium comprises approximately 4,950 square feet. The buildings are primarily masonry and constructed on concrete slab foundations. The school building has metal roof cover with gutters and downspouts. The building was constructed in 1961. Upon inspection, the building was in poor condition. All windows have been busted out and the doors boarded up. The boiler is not operable and the entire building has been stripped of all copper wiring. Also, there are no air conditioning units. Mold was present throughout the building and given the date of construction, asbestos maybe prevalent as well.

The gymnasium was constructed in 1985 and updated about 8-10 years ago. This building is in superior condition than the school.

The school portion is in extremely poor condition and in need of major renovations that may not be financially feasible. However, the gymnasium is in average condition and with some minor renovations could be utilized for some sort of institutional use.

The highest and best use for the school building is demolition or renovation if feasible.

IMPROVED SALES ADJUSTME	NT CHART				
Identity	Subjet	Improved Sale 1	Improved Sale 2	Improved Sale 3	Improved Sale 4
Location	Merry Hill, NC	Greenville, NC	Pink Hill, NC	Norlina, NC	Burlington, NC
Sale Date	13-Mar	12-Sep	10-Dec	8-Apr	11-Jan
Land Area - acres	11.25	14.3	11.475	1.696	0.67
BUILDING DATA					
Size - square feet	21,189	11,706	53,548	16,600	17,058
Year Built	1961 & 1985	1929	1901 & 2000	1928	1920's
Condition/Quality	Poor	Poore/Average	Average	Average	Average/Good
Sales Price	\$70,000	\$290,000	\$250,000	\$175,000	\$175,000
Unit Price - square foot	\$3.30	\$24.77	\$4.67	\$10.54	\$10.26
ADJUSTMENTS					
Property Rights	Fee Simple	0	0	0	0
Sale Condition	Arms Length	0	0	0	0
Financing	Conventional	0	0	0	0
Market Condition	Current	0	0	0	0
Location	Average/Good	-30%	0	0	-10%
Physical Features	Average/Good	-10%	0	-20%	-20%
Net Adjustment		-40%	0	-20%	-30%
Overal Adjusted Unit Price	\$3.30/SF	\$14.86/SF	\$4.67/SF	\$8.43/SF	\$7.18/SF

Analysis of Improved Sales:

The preceding pages identify four special use property sales. Improved Sales 1 and 2 are former school buildings. Improved Sale 3 is a former hotel building and Improved Sale is a house of worship property. No adjustments are required for property rights, financing conditions, conditions of sale, expenditures after sale, or market conditions(time).

Improved Sale 1 is a former school facility located in Greenville, NC. This property was purchased by a local investor to be used as a community center. This property is located in a much more active market area as well as having frontage along the Tar River in Greenville. Therefore, I have adjusted this sale downward 30% for location. This sale is also superior to the subject in regards to physical condition and I have adjusted it downward 10%. Any other differences between this sale and the subject regarding size, condition, etc. are considered to offset. The adjusted unit sales price is \$14.86 per square foot.

Improved Sale 2 is also a former school facility located in Pink Hill, NC. Any differences between this sale and the subject regarding size, condition, etc. are considered to offset. The per unit sales price is \$4.67 per square foot.

Improved Sale 3 is located in Norlina, NC and involves a former hotel facility that has been used most recently as a meeting hall. This sale is similar in regards to location. However, this sale is superior in regards to physical condition and has been adjusted downward 20%. The adjusted unit sale price is \$8.43 per square foot.

Improved Sale 4 is located in Burlington, NC and involves a house of worship facility reportedly constructed in the 1920's. This sale is superior to the subject in regards to physical condition and has been adjusted downward 20%. This sale is also superior in regards to location and has been adjusted downward 10%. The net adjustment is minus 30% and the adjusted unit sales price is \$7.18 per square foot.

After applying the appropriate adjustments, the preceding market sales reflect a range in adjusted unit prices from \$4.67 per square foot to \$14.86 per square foot. It is my opinion that the market would support a unit price to the subject of \$5.00 per square foot. Therefore, my estimate of market value of the subject by the Sales Comparison Approach is as follows:

Gross Building Area 21,189 SF @ \$5.00/SF:

\$105,945

Estimated Value by Sales Comparison Approach:

\$106,000

SUMMARY OF FACTS AND CONCLUSIONS

Description:

Former C.G. White School

Location:

503 E. Main Street, Powellsville

Site Data:

11.82 Acres

Improvements:

Approx. 48,932 SF school facility

Utilities:

Water, sewer, electricity & phone

Tax Data:

Tax ID:

6910-26-2852

Tax Value:

\$2,330,134 (improvements Only)

Highest and Best Use:

Extensive Renovation/Redevelopment

Estimated Market Value:

\$125,000

DESCRIPTION OF IMPROVEMENTS

The primary improvement consists of an approximate 47,988 square foot former school facility. There is one main building divided among a gym, classrooms, office areas, a cafeteria, restrooms and multi-purpose rooms. The buildings are primarily masonry and constructed on concrete slab foundations. The building was constructed in 1952. Upon inspection, the building was in overall poor condition. The boiler is inoperable and the pipes connected to it have holes and apparent leaks. Also, there are no air conditioning units. Given the date of construction, asbestos maybe prevalent as well.

The facility is in extremely poor condition and in need of major renovations that may not be financially feasible.

The highest and best use for the school building is extensive renovation, if feasible, and utilized for institutional purposes such as house of worship, community center or related use.

IPROVED SALES ADJUSTME	NT CHART				
Identity	Subjet	Improved Sale 1	Improved Sale 2	Improved Sale 3	Improved Sale 4
Location	Powellsville, NC	Greenville, NC	Pink Hill, NC	Norlina, NC	Burlington, NC
Sale Date	13-Jul	12-Sep	10-Dec	8-Apr	11-Jan
Land Area - acres	11.82	14.3	11.475	1.696	0.67
BUILDING DATA					
Size - square feet	47,988	11,706	53,548	16,600	17,058
Year Built	1952 & 1980	1929	1901 & 2000	1928	1920's
Condition/Quality	Poor	Poor/Average	Average	Average	Average/Good
Sales Price	\$151,000	\$290,000	\$250,000	\$175,000	\$175,000
ADJUSTMENTS				AND THE RESIDENCE OF THE PERSON OF THE PERSO	
Property Rights	Fee Simple	0	0	0	0
Sale Condition	Arms Length	0	0	0	0
Financing	Conventional	0	0	0	0
Market Condition	Current	0	0	0	0
Location	Average/Good	-40%	-20%	0	-20%
Physical Features	Average/Good	0%	-20%	-20%	-10%
Net Adjustment		-40%	-40%	-20%	-30%
veral Adjusted Unit Price	\$125,000.00	\$174,000	\$150,000	\$140,000	\$122,500

Analysis of Improved Sales:

The preceding pages identify four special use property sales. Improved Sales 1 and 2 are former school buildings. Improved Sale 3 is a former hotel building and Improved Sale is a house of worship property. No adjustments are required for property rights, financing conditions, conditions of sale, expenditures after sale, or market conditions(time).

Improved Sale 1 is a former school facility located in Greenville, NC. This property was purchased by a local investor to be used as a community center. This property is located in a much more active market area as well as having frontage along the Tar River in Greenville. Therefore, I have adjusted this sale downward 40% for location. Any other differences between this sale and the subject regarding size, condition, etc. are considered to offset. The adjusted unit sales price is \$174,000

Improved Sale 2 is also a former school facility located in Pink Hill, NC. This sale is also superior in regards to location and has been adjusted donward 20%. Also, this facility is superior in regards to physical condition and has been adjusted downward 20%. The net adjustment is minus 40% and the adjusted unit sales price is \$150,000.

Improved Sale 3 is located in Norlina, NC and involves a former hotel facility that has been used most recently as a meeting hall. This building is superior to the subject in regards to physical condition and has been adjusted downward 20%. The overall sales price is \$140,000.

Improved Sale 4 is located in Burlington, NC and involves a house of worship facility reportedly constructed in the 1920's. This sale is superior to the subject in regards to physical condition and has been adjusted downward 20%. This sale is also superior in regards to location and has been adjusted downward 10%. The net adjustment is minus 30% and the adjusted overall sales price is \$122,500.

After applying the appropriate adjustments, the preceding market sales reflect a range in adjusted sales prices from \$122,500 to \$174,000. It is my opinion that the market would support a unit price to the subject of \$125,000. Therefore, my estimate of market value of the subject by the Sales Comparison Approach is as follows:

Estimated Value by Sales Comparison Approach: \$125,000

Scott

From: Scott Sauer

Sent: Wednesday, September 03, 2014 5:22 PM

To: Jeffery Dial

Subject: Bertie EMS Non-Emergency Transports

Jeff,

In follow-up to our conversation this afternoon, I would offer the following suggested text which I believe captures the "mutual promises of the parties hereto" in the initial recitals of the draft contract. In section I, paragraph 1.1, following the first sentence add:



Vidant Bertie Hospital acknowledges that when a patient requiring non-emergency transport, articulates that he/she has no preference for the selection of a transport provider, hospital staff will be instructed to recommend Bertie County Non-Emergency Transport Service on behalf of the patient.

Add section I, paragraph 1.6 to state:



Vidant Bertie Hospital will provide monthly patient discharge statistics, in aggregate form, which tabulates the number of non-emergency transports categorized by each transport provider.

I have attempted to build on Commissioner Wesson's description of his conversation with Jeff Sackrison and I believe these additions adequately reflect the spirit of discussions between the County and the Hospital as community partners.

Thanks for your leadership and assistance with this endeavor.

B/R

Scott

Contract	No.	Bert	

AGREEMENT BETWEEN EAST CAROLINA HEALTH-BERTIE d/b/a VIDANT BERTIE HOSPITAL AND BERTIE COUNTY

THIS AGREEMENT is made and entered into this ____ day of August, 2014, by and between East Carolina Health-Bertie d/b/a Vidant Bertie Hospital (hereinafter referred to as "Hospital") and Bertie County (hereinafter referred to as "County").

WITNESSETH

WHEREAS, Hospital is not-for-profit North Carolina corporation, licensed by the State of North Carolina to provide comprehensive hospital services to patients in the greater Bertic County area and desires to arrange for the provision of ambulance services for its patients upon their discharge from the hospital; and

WHEREAS, County is duly licensed or is otherwise qualified to provide non-emergency transportation services and desires to contract with Hospital to provide transportation services for its patients who desire to use the County for such services upon discharge.

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. PROVISION OF SERVICES

- 1.1 County agrees to provide timely and appropriate non-emergency transportation services for Hospital patients who select County as their ambulance provider. County acknowledges that this agreement does not provide an exclusive grant of rights to provide such services and that Hospital patients retain their right to select an appropriate non-emergency ambulance provider upon discharge.
- 1.2 County agrees to provide such non-emergency transportation services in the same manner and on the same basis to Hospital patients as it provides to any other individual requesting and receiving ambulance services. County shall not differentiate or discriminate in the treatment of any individual because of the individual's race, color, national origin, ancestry, religion, health status, sex, marital status, age, the source or amount of payment available.
- 1.3 County specifically acknowledges and agrees that Hospital is not financially responsible for County ambulance services requested by Hospital patients.
- 1.4 County agrees to provide Hospital, upon request, evidence that it is a duly authorized or licensed to provide ambulance services and that its employees possess the requisite training,

experience and other necessary qualifications to perform the services required by this Agreement. County further agrees to provide Hospital, upon request, evidence that its transportation vehicles and other medical and nonmedical equipment used in the delivery of ambulance services are in a quality state of repair and are consistent with industry standards for the delivery of ambulance services.

1.5 County represents and warrants that (1) it is not excluded from participation under any federal health care program for the provision of items or services for which payment may be made under a federal health care program; (2) it has not arranged or contracted (by employment or otherwise) with any employee that the party actually knows or should reasonably know is excluded from participation in any federal health care program; (3) no final adverse action as such term is defined under 42 U.S.C. §1320 (a)-7(c) g, has occurred or is pending against County or any of its employees or agents; or (4) it has not arranged or contracted (by employment or otherwise) with any employee that the party actually knows or should reasonably know has never been convicted or plead nolo contendere to any crime including any felony or misdemeanor and has never been convicted or plead nolo contendere to any offense involving moral turnitude. including but not limited to sexual offense, fraud, theft, or embezzlement (collectively "Exclusions/Adverse Actions"). County agrees, during the term of this Agreement, to notify Hospital in writing of any Exclusions/Adverse Actions within ten (10) days of learning of any such Exclusions/Adverse Actions and provide Hospital with the basis of the Exclusions/Adverse Actions. County acknowledges and agrees that any Exclusions/Adverse Actions of or against County or against an employee or agent not removed from providing Services under this Agreement may serve as the basis of termination of this Agreement by the Hospital, and any such termination shall be effective immediately upon notification to County. Further, County will notify the Hospital immediately of any action, suit, proceeding or investigation brought against County or an employee or agent involving an Exclusions/Adverse Action,

II. GENERAL PROVISIONS

- 2.1 Term. The term of this Agreement shall commence as of the date hereof and shall continue in full force and effect for an initial period of one (1) year. Thereafter, this Agreement shall automatically renew for successive one (1) year terms unless the Agreement is terminated as provided herein. Either party shall have the right to terminate this Agreement at any time, with or without cause, upon the giving of thirty (30) days notice in writing to the other party.
- 2.2 Entire Agreement and Amendments. This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations and agreements between them regarding the subject matter hereof. This Agreement may be amended only in writing, which writing must be signed by both of the parties. Each of the statements set forth in the recitals to this Agreement are hereby incorporated herein by reference as a valid representation of the party or parties to whom such statement relates.
- 2.3 <u>Assignment</u>. This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written

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consent of the other party, unless otherwise provided for in this Agreement. Any purported assignment without prior written consent from the other party shall be null and void.

- 2.4 <u>Independent Contractor</u>. The relationship between the parties to this Agreement shall be that of independent contractors, and no party shall be construed to be the agent, partner, employee, or joint venturer of the other party to the Agreement. The parties shall not exercise control or direct the manner in which other parties perform their duties hereunder except to assure compliance with this Agreement.
- 2.5 <u>Hold Harmless and Indemnification</u>. County on its behalf, and on behalf of its employees and agents, agrees to indemnify and hold harmless the Hospital Indemnitees from any and all claims, demands, damages or any other financial demands (including without limitation attorneys' fees and expenses) due to any actions or omissions of County, its employees or its agents pursuant to this Agreement, except that they do not agree to indemnify and hold harmless the Hospital Indemnitees from any claims to the extent they resulted solely from any error or omission by the Hospital Indemnitees. Hospital Indemnitees shall mean the Hospital, its directors/trustees, officers, employees, agents and affiliates. Hospital on its behalf, and on behalf of its employees and agents, agrees to indemnify and hold harmless the County from any and all claims, demands, damages or any other financial demands (including without limitation attorneys' fees and expenses) due to any actions or omissions of Hospital, its employees or its agents pursuant to this Agreement, except that they do not agree to indemnify and hold harmless the County from any claims to the extent they resulted solely from any error or omission by the County or its employees or agents.
- 2.6 <u>Cooperation</u>. In the event of any litigation against either party pertaining to any matter related to the other parties duties under this Agreement, both parties agree reasonably to cooperate with the other during the pendency of the claim or lawsuit including, without limitation, providing the other with all available information concerning the claim or lawsuit and meeting with the other or its representatives prior to giving testimony in connection with such claim or lawsuit, unless such cooperation adversely affects the party or the party is counseled by its attorney not to do so in order to preserve the attorney-client or any other privilege.
- 2.7 <u>Insurance</u>. Each party shall maintain Worker's Compensation insurance as required by North Carolina law, covering its employees who provide services under this Agreement. Each party also agrees to procure and maintain, or cause to be procured and maintained, professional and general liability insurance covering claims, causes of actions, actions, losses, liabilities, damages, and expenses arising out of, caused by or the negligence or otherwise wrongful acts or omissions of that party, its employees, agents, occurring while each is in the performance of their duties or assignment pursuant to this Agreement. The limits of liability of said insurance shall be at least one million dollars (\$1,000,000.00) per occurrence and three million dollars (\$3,000,000.00) per aggregate. County agrees to procure and maintain, or cause to be procured and maintained, automobile liability insurance with limits of at least one million dollars (\$1,000,000.00) combined single limit. In addition, County shall procure and maintain, or cause to be procured and maintained crime or fidelity bond coverage with limits of least twenty-five thousand dollars (\$25,000.00) covering theft of patient personal property, monies and/or other valuables.

- 2.8 <u>Disclaimer of Referrals</u>. The parties acknowledge that payment of considerations, whether direct or indirect, to induce referral of any patient, item, service or equipment reimbursable under the Federal Medicare/Medicaid Program is unlawful. Each of the parties agrees that no benefit accruing to either party pursuant to this Agreement shall be conditioned upon nor granted in consideration of the referral of any patient, item, service or equipment to any party. The parties specifically disclaim any requirement that any party refer patients to the other party for any reason whatsoever.
- 2.9 <u>HIPAA</u>. Both parties agree not to disclose to any third party, except where permitted or required by law or where such disclosure is expressly approved by the other party in writing, any individually identifiable patient or medical record information regarding a patient ("protected health information"), and both parties agree to comply with all federal and state laws and regulations regarding the confidentiality of such information, including but not limited to all provisions of the Health Insurance Portability and Accountability Act of 1996, now codified at Title XI, Part C of the Social Security Act and all regulations promulgated thereunder ("HIPAA"), when such federal code provisions and regulations take effect, and as they may change from time to time. Both parties acknowledge their independent status as "covered entities" under HIPAA and specifically agree to carry out the provisions of this Agreement consistently with HIPAA requirements. Furthermore, County agrees as a requirement of this Agreement to protect such information, and to insure its employees and agents and independent contractors protect such information, to the same degree and in the same manner as required of "business associates" as set forth in 42 C.F.R. § 164.504(e)(1).
- 2.10 <u>Compliance with Law</u>. Each party agrees to comply with all relevant local, state and federal laws, rules and regulations that apply to its type of business. Both parties shall have and maintain on a current basis all appropriate licenses, certification, and other permissions necessary to lawfully provide their services.
- 2.11 <u>Notice</u>. Any notice required or permitted to be given hereunder shall be deemed to have been given when delivered personally or three (3) days after being mailed by certified mail, return receipt requested, to the following addresses:

Vidant Bertie Hospital Attn: President P.O. Box 40 Windsor, NC 27983 Bertie County Att:

With a copy to: Attn: Office of General Counsel P.O. Box 6028 Greenville, NC 27835-6028

2.12 <u>Nonexclusive Agreement</u>. This Agreement does not limit the right of Hospital to contract with any other individual or entity for the provision of the same services that are to be provided under this Agreement.

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2.13 <u>Deficit Reduction Act of 2005</u>. As specified in 42 U.S.C. § 1396a(a)(68), County adopts, as it relates to the provision of services to Hospital as set forth herein, Hospital's written policies regarding compliance with the federal False Claims Act, 31 U.S.C. 3729-3733, administrative remedies for false claims and statements, 31 U.S.C. Chapter 38, state laws pertaining to civil or criminal penalties for false claims and statements, and whistleblower protections under such federal and state false claims laws, as well as detailed information regarding Hospital's policies and procedures for detecting and preventing fraud, waste, and abuse. Our policy(ies) is available at: http://www.vidanthealth.com for your review.

IN WITNESS WHEREOF, each party has caused this renewal to be executed by its duly authorized representative as of the date set forth above.

BERTIE COUNTY	VIDANT BERTIE HOSPITAL	
Name:	Name:	
Title:	Title:	



409 B N Main St P.O. Box 618 Rich Square, NC 27869 252-539-2850 801 E Memorial Dr. Ahoskie, NC 27910 252-332-3330

To Whom It May Concern:

August 8, 2014

On behalf of Diversified Energy, I would like to submit a bid to provide propane service to the County Of Bertie Offices at a rate of \$1.599 per gallon. This price would be locked in from September 1st, 2014 through April 1st, 2015 and would be revisited on an annual basis based on market trends. We welcome the opportunity to serve you and please let us know if we can be of service.

Thanks in advance,

Andy Daughtrey Area III Manager

State Contract Pricing – prior year

10-18-13	1.48
1-23-14	2.599
2-3-14	2.599
3-3-14	2.5587
3-20-14	1.699
3-24-14	1.499
3-25-14	1.699

William Roberson

From:

Danick Baron <dbaron@smartprocure.us>

Sent:

Friday, August 29, 2014 6:14 PM

To:

William Roberson

Subject:

SmartProcure Public Records Request - No response from Bertie County

Categories:

Yellow Category

Dear William or Custodian of Public Records,

SmartProcure submitted a public records request on 06/27/2014 and has not received a response or acknowledgment, therefore the original request is being submitted again. If the original request is located please disregard this request.

SmartProcure is submitting a public records request to the Bertie County for an electronic record of purchase orders dated 01/01/2008 to current.

The information requested is:

- 1. Purchase order number or equivalent
- 2. Purchase order date
- 3. Line item details
- 4. Line item quantity
- 5. Line item price
- 6. Vendor ID number, name, address, contact person and email address

Please email the information or use the following web link. There is no file size limitation:

http://upload.smartprocure.us/?st=NC&org=BertieCounty

If this request was misrouted, please forward to the correct contact person and reply to this communication with the appropriate contact information.

If you have any questions, please email me at dbaron@smartprocure.us.

Regards,

--

Danick Baron SmartProcure, LLC 954-692-6964



COUNTY PARTNER DECISION ON FISCAL YEAR 2014 BONUS LEAVE AWARD BY THE STATE OF NORTH CAROLINA FOR NC COOPERATIVE EXTENSION EMPLOYEES AT NC STATE UNIVERSITY AND NC A&T STATE UNIVERSITY

Submitting County/FRCI

Dubinitum, dounty / Dbun
The State of North Carolina awarded a "bonus leave" provision to employees as part of the 2014 State Budget. Specifically, 40 hours of leave is to be allocated for full-time, leave-earning employees (prorated for less than 1.0 FTE).
In general, this Bonus Leave provision has the following characteristics: 1. It is awarded only to those leave-earning employees employed on September 1, 2014. 2. May be used for absences due to illness, but is not required. 3. It is paid out to employees who separate or retire.
Each County/EBCI that has NC Cooperative Extension employees must notify NCCE in writing of their decision to award their portion of the State's Bonus Leave award.
Please indicate your decision, and then return the form to your County Extension Director.
We agree to award the proportional match of the "Bonus Leave" provision.
We do not agree to award the proportional match of the "Bonus Leave" provision.
Signature of County/Tribal Official:
Printed Name and Title of County/Tribal Official:
Date of Signature:
County Extension Directors must submit this form to Cheryl Howard via fax or email no later than September 11, 2014 . Please retain copies as needed by the County/Tribal office.