



OFFICE OF THE COMMISSIONERS AND MANAGER

500 N. Main St., Room 921 • Monroe, NC 28112 • Phone (704) 283-3810 • Fax (704) 282-0121

PUBLIC NOTICE

NOTICE IS HEREBY GIVEN that the Union County Board of Commissioners will hold a special meeting on Monday, October 15, 2007, beginning at 5:30 p.m. in the Conference Room, located on the first floor behind the new Commissioners' Board Room in the Union County Government Center, 500 North Main Street, Monroe, North Carolina, for the following purposes: 1) to approve the terms of an engagement letter with the firm of Spencer & Spencer to provide legal advice to the Board of Commissioners on the Water Management Group, NC IBT and SC Surface Water Permitting Legislation, U. S. Supreme Court Litigation between SC and NC and the Catawba River Water Treatment Plant Upgrade Issues and to authorize the Interim County Manager to execute said letter; and 2) to go into closed session to consult with an attorney in order to preserve the attorney-client privilege in accordance with G.S. 143-318.11(a)(3) and to give instructions to an attorney concerning the handling or settlement of the following judicial actions:

- a. Village of Wesley Chapel v. Union County, North Carolina and the Union County Board of Commissioners
- b. Union County Land Owners Association, et als. vs. The County of Union
- c. William J. Nolan, III, et als. vs. Union County and Union County Board of Commissioners, et als.
- d. South Carolina v. North Carolina

Kevin Pressley, Chairman
Union County Board of Commissioners

SPENCER & SPENCER
PROFESSIONAL ASSOCIATION

Attorneys and Counselors at Law

C.E. SPENCER (1849-1921)
C.W.F. SPENCER (1876-1956)
C.W.F. SPENCER, JR. (1911-1985)
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October 3, 2007

Via E-Mail

Richard Black
Interim County Manager
Union County
501 North Main Street
Monroe, North Carolina 28112

**Re: Legal Advice on Water Management Group, NC IBT and SC
Surface Water Permitting Legislation, U.S. Supreme Court
Litigation Between SC and NC, and CRWTP Plant Upgrade Issues**

Dear Dick:

The firm appreciates selection of it to represent Union County, North Carolina ("Client") in the above captioned matters and looks forward to this continuance of the existing relationship with Client. The purpose of this letter is to confirm formally the firm's engagement as counsel and to provide certain information concerning fees, billing and collection policies, and other terms that will govern the relationship. Although the firm does not wish to be overly formal in its relationship with Client, the firm has found it a helpful practice to confirm with clients the nature and terms of representation.

Client has requested the firm be available for legal briefings of its Board of Commissioners on the above captioned matters. The firm has been furnishing services to Client on the above captioned matters, in the context of its representation of the Catawba River Water Treatment Plant, of which Client is one of the two joint venturers. This engagement is made necessary because the firm is now also advising Client directly as opposed to just through the Catawba River Water Treatment Plant. This is the scope of services to be undertaken by the firm. No other services are to be provided, except

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for those set forth above and no other services are implied herein. It is understood that the firm does not guarantee the accomplishment of any particular result, but agrees to provide best efforts on Client's behalf. Once the above described services have been performed, it is not possible for the firm to advise Client of any changes in the law that may affect it. If Client seeks the firm's assistance for additional legal services and the firm agrees to provide such services, then another engagement letter may be submitted for approval.

Many factors are taken into account regarding billing for services. The principal factor in billing, however, is the hourly rate. Rates are based on years of experience, specialization in training and practice and level of experience. Rate adjustments are made by the firm periodically to conform to market factors and experience. I will be principally involved in this matter. Charges will be billed at my normal rate, which presently is \$275 per hour. Susan Driscoll will act as my associate in this matter. She bills at the rate of \$165 per hour. If our normal hourly rates change, which has never occurred more frequently than annually, the revised hourly rates will be applicable to all work performed after the effective date of the rate adjustment.

All costs will be passed through to Client and appear on the invoice. If the firm incurs out-of-pocket costs and other charges on Client's behalf, the firm will advance those costs subject to reimbursement. Such costs include, but are not necessarily limited to, long distance telephone charges, postage, facsimile and computer charges, research, printing and reproduction costs, filing fees, recording fees, delivery and messenger costs, and document preparation charges. The firm will not incur any major costs without discussing them in advance with Client.

In the unlikely event that the firm is required to institute legal proceedings to collect fees and costs, the prevailing party will be entitled to a reasonable attorneys' fee and other costs of collection. In addition, Client hereby agrees to the exclusive jurisdiction of the North Carolina courts with respect to any dispute arising hereunder, and that the dispute shall be governed by the laws of the state of North Carolina. Naturally, the firm does not expect that any such problems will arise in this matter and consequently, looks forwards to a wholly amicable relationship.

Client has the right to terminate the firm's representation at any time. The firm has the same right, subject to its obligation to give Client reasonable notice to arrange alternative representation and, when required, to obtain permission of the judge before whom any

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litigation is pending.

During the course of this matter, the firm will necessarily create, receive and utilize documents and other materials pertaining to this matter, which collectively constitute a single file (this "file"). At the conclusion of the firm's services, the firm will notify Client when this file has been closed and removed from the firm's list of active files. This file is Client's property and Client may take possession of this file at any time after it has been closed. If Client has not elected to take possession of this file within six years after this file has been closed, Client authorizes the firm to make whatever disposition the firm deems most expedient, including arranging for the destruction of this file through appropriate means.

The firm is grateful for the opportunity to work with Client in connection with this matter, and looks forward to a mutually satisfactory relationship.

If this arrangement is satisfactory to Client, please so indicate by signing the enclosed copy of this letter and returning it to me as soon as possible.

Respectfully,

SPENCER & SPENCER, P. A.



James W. Sheedy

The undersigned hereby agrees to the firm's legal representation on the terms and conditions set forth in this letter. The undersigned hereby acknowledges reading and understanding the foregoing terms and conditions.

Date: _____

Union County, NC

By: _____
Richard Black, its Interim
County Manager

AGENDA
UNION COUNTY BOARD OF COMMISSIONERS
Regular Meeting
Monday, October 15, 2007
7:00 P.M.
Board Room, First Floor
Union County Government Center
500 North Main Street
Monroe, North Carolina

www.co.union.nc.us

5:30 p.m. - Special Meeting

1. **Opening of Meeting**
 - a. Invocation - Pastor Les Everett
 - b. Pledge of Allegiance
 - c. Introduction of New Employees

2. **Informal Comments**

3. **Additions, Deletions and/or Adoption of Agenda**
ACTION REQUESTED: Adoption of Agenda

4. **Consent Agenda**
ACTION REQUESTED: Approve items listed on the Consent Agenda

5. **Public Works Department**
 - a. Modification of Sewer Allocation Policy
ACTION REQUESTED: Consider allocation of sewer capacity for two amenity facilities
 - b. Grassy Branch Sewer Allocation
ACTION REQUESTED: Consider allocation of sewer capacity for a new amenity facility for Smithfield Farms
 - c. Weddington Elevated Storage Tank
ACTION REQUESTED: Provide direction to staff for site selection
 - d. Catawba-Wateree Water Management Group
ACTION REQUESTED: Adopt Resolution to Join the Catawba-Wateree Water Management Group
 - e. Water Conservation Ordinance Amendments
ACTION REQUESTED: Consider amendments to ordinance

6. **User Fee Policy and Revisions to Various Fees**
ACTION REQUESTED: Adopt User Fee Policy and Schedule of Fees and Charges for Parks and Recreation (effective January 1, 2008) and Solid Waste (effective January 1, 2008)

7. **Announcement of Vacancies on Boards and Committees**

- a. Juvenile Crime Prevention Council (JCPC) -
 - 1) District Attorney or Designee; 2) Substance Abuse Professional; 3) Two persons under the age of 18; 4) Juvenile Defense Attorney; and 5) Member of the Business Community

- b. Adult Care Home Advisory Committee (1 Vacancy)

ACTION REQUESTED: Announce vacancies

8. **Appointments to Boards and Committees**

- a. Board of Adjustment (1 Vacancy to Fill Unexpired Term of Alternate Member Due to a Resignation)

- b. Parks and Recreation Advisory Committee (1 Vacancy to Fill Unexpired Term Due to a Resignation)

ACTION REQUESTED: Consider Appointments

9. **Interim Manager's Comments**

10. **Commissioners' Comments**

CONSENT AGENDA
October 15, 2007

1. **Contracts Over \$5,000**
 - a. North Carolina Department of Transportation - Wesley Chapel-Stouts Road/Tanyard/Goldmine Roads Water Line Relocation and Upgrade/Betterment due to DOT project at this location
 - b. Maxim Staffing Solutions, Inc. - LPN Services within Inmate Facility

ACTION REQUESTED: Authorize the Interim County Manager to approve contracts listed as a-b

2. **Tax Administrator**
 - a. Fourth Motor Vehicle Billing in the Grand Total Amount of \$1,195,913.96
 - b. Third Motor Vehicle Release Register for the Period of September 1, 2007, through September 30, 2007, in the net grand total amount of \$9,429.84-
 - c. Third Motor Vehicle Refund Register for the Period of September 1, 2007, through September 30, 2007, in the net grand total amount of \$1,433.48-
 - d. Departmental Monthly Report for September, 2007

ACTION REQUESTED: Approve

3. **Finance Department**
 - a. Motor Vehicle Tax Refunds Overpayments for September 2007 in the Amount of \$4,213.19

ACTION REQUESTED: Approve

4. **Veterans Services**
 - a. Proclamations for Patriot Awards for Outstanding JROTC Members to be Presented at the November 10, 2007, Veterans Day Program

ACTION REQUESTED: Adopt proclamations

5. **Report of Fire Conditions: Volunteer Fire Departments**
 - a. Appointment of Trustees to Firemen's Relief Fund
 1. Allens Crossroads VFD: 1) Thomas Baker and 2) Dwayne Cook
 2. Bakers VFD: 1) Tommy Neal Secrest and 2) William T. McCain
 3. Beaver Lane VFD: 1) Baxter Jordan and 2) Shelley Maness
 4. Fairview Fire and Rescue: 1) Brian C. Austin and 2) Jody Mills
 5. Griffith Road VFD: 1) Steve Brooks and 2) David Fuss
 6. Hemby Bridge VFD: 1) Kevin Tice and 2) Paul Ramsey
 7. Jackson Community Center & VFD: 1) Albert J. Starnes and 2) T. C. Carter
 8. Lanes Creek VFD: 1) Jackie Price and 2) Shirleen Tucker
 9. Mineral Springs VFD: 1) Robert L. Belk and 2) Tony Belk
 10. New Salem VFD: 1) Larry R. Clontz and 2) Garry S. Moore
 11. Providence VFD: 1) Andrew Ansley and 2) Daryl Matthews
 12. Sandy Ridge Fire and Rescue: 1) Teresa McBride and 2) Jamil Hudson
 13. Stack Road VFD: 1) Tony Helms and 2) Ralph Funderburk
 14. Stallings VFD: 1) Jimmy Younts and 2) James E. Hinson
 15. Unionville (Town of): 1) Billy Canupp and 2) Johnny Griffin
 16. Waxhaw VFD: 1) Ron McGarvey and 2) Fred DeRuiter
 17. Wesley Chapel VFD: 1) James Kubach and 2) James Mullis
 18. Wingate (Ames) VFD: 1) R. Braddock Sellers and 2) W. Elliott Ward

ACTION REQUESTED: Appoint Trustees as recommended by the respective fire departments

6. **Register of Deeds**
 - a. Refund of Excise Stamp
ACTION REQUESTED: Approve refund of excise stamp to Goodwin & Hinson, P.A. in the amount of \$1,121 for recording deed in the incorrect county
7. **Health Department**
 - a. Budget Amendment #13 to the Health Promotions Budget to Appropriate Funds from Dr. Ann F. Wolfe Endowment for Parenting Education
ACTION REQUESTED: Adopt Budget Amendment
8. **Union County Public Schools Partial Elementary School Funding**
ACTION REQUESTED: Adopt Capital Project Ordinance #87, which provides funding for Elementary School K (media retrieval/capacity fees) and Elementary School L (architect and other related soft costs)
9. **Minutes**
ACTION REQUESTED: Approve minutes

**INFORMATION ONLY
NO ACTION REQUESTED**

1. Department of Inspection's Monthly Report for September 2007
2. Personnel Department's Monthly Report for September 2007
3. Child Fatality Prevention Team Reports for 2004 and 2005

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 10/15/2007

Action Agenda Item No. 5a
(Central Admin. use only)

SUBJECT: Modification of Sewer Allocation Policy

DEPARTMENT: Public Works **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Christie Putnam

TELEPHONE NUMBERS:
704.296.4212

DEPARTMENT'S RECOMMENDED ACTION: Consider allocation of sewer capacity for two amenity facilities

BACKGROUND: During the development of the Boards adopted Policy for Allocating Wastewater Treatment Capacity two amenity facilities were omitted from listing. The first is for Fieldstone Farms and was identified as reserved capacity in the agreement between the County and Centes Homes for 700 gallons per day. The second is for Fairhaven development for 3500 gpd. The infrastructure is in place to serve this facility.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/15/2007

Action Agenda Item No. 56
(Central Admin. use only)

SUBJECT: Grassy Branch Sewer Allocation

DEPARTMENT: Public Works **PUBLIC HEARING:** No

ATTACHMENT(S): _____ **INFORMATION CONTACT:**
Christie Putnam

TELEPHONE NUMBERS:
704.296.4212

DEPARTMENT'S RECOMMENDED ACTION: Consider allocation of sewer capacity for a new amenities facility for Smithfield Farms

BACKGROUND: The Board was previously provided information identifying the unpermitted capacity at the Grassy Branch WWTP to be 8,800 gpd. The Board voted to reserve this capacity for commercial use on a first come first serve basis. Public Works' recent exercise of reviewing all outstanding permits and verification of commitments has resulted in modification of our committed flow information. Based upon actual build out, there is 16,000 gpd available capacity remaining at Grassy Branch. The developer of Smithfield Farms has asked for an additional allocation of 700 gpd to serve a new amenities facility for this existing development.

FINANCIAL IMPACT: None

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/15/2007

Action Agenda Item No. 5c
(Central Admin. use only)

SUBJECT: Weddington Elevated Storage Tank

DEPARTMENT: Public Works **PUBLIC HEARING:** No

ATTACHMENT(S): **INFORMATION CONTACT:**
Christie Putnam

TELEPHONE NUMBERS:
704.296.4212

DEPARTMENT'S RECOMMENDED ACTION: Provide direction to staff for site selection

BACKGROUND: The Board of County Commissioners previously selected the Old Mill Road site for location of this tank. On October 2nd the School Board approved locating this tank on the Cox Road school site at the intersection of Matthews-Weddington Road. This information is being provided to the Board of County Commissioners for site selection consideration before Public Works moves forward.

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/15/2007

Action Agenda Item No. 5d
(Central Admin. use only)

SUBJECT: Catawba-Wateree Water Management Group

DEPARTMENT: Public Works **PUBLIC HEARING:** No

ATTACHMENT(S): Resolution **INFORMATION CONTACT:** Christie Putnam

TELEPHONE NUMBERS:
704.296.4212

DEPARTMENT'S RECOMMENDED ACTION: Adopt Resolution to Join the Catawba-Wateree Water Management Group

BACKGROUND: Union County and Lancaster Water and Sewer District entered into the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Porject (CRA) on December 22, 2006 with Duke Energy and other local governments. The CRA includes provisions for the formation of the Water Management Group. The recommendation is authorize Mike Bailes, Director of the Catawba River Plant, as the Member Representative, Eric Williamson as alternate and authorize the Catawba River Plant Board to remove and appoint replacement Member Representative.

FINANCIAL IMPACT: % of \$32,661

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

RESOLUTION OF THE UNION COUNTY, NORTH CAROLINA,
BOARD OF COUNTY COMMISSIONERS,
AS JOINT VENTURER IN THE CATAWBA RIVER WATER TREATMENT PLANT,
AN ELIGIBLE PARTICIPANT,
AUTHORIZING JOINING THE CATAWBA-WATEREE
WATER MANAGEMENT GROUP

WHEREAS, various parties entered into the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) bearing the date of December 22, 2006 (“Agreement”). Parties to that Agreement include Duke Energy Carolinas, LLC (“Duke”), who is seeking to renew a license to operate FERC Project No. 2232 (“Project”) in proceedings currently pending before the Federal Energy Regulatory Commission (“FERC”), many local governments in North and South Carolina who operate public water systems and other governmental and private entities who are interested in the Catawba-Wateree River (“River”). The purpose of that Agreement is, in part, to address and manage the many, competing demands placed upon the River; and

WHEREAS, the Agreement includes provisions for the formation of the Water Management Group for the purposes identified in the Agreement. The Water Management Group is to be composed of Duke and public water systems that have the installed capacity to withdraw 100,000 gallons per day or more from the Project’s reservoirs and/or regulated river reaches; and

WHEREAS, pursuant to the Agreement, the Water Management Group Convening Committee (“Convening Committee”) is responsible for recommending the terms for forming the Water Management Group as set forth in the Agreement; and

WHEREAS, the Convening Committee has recommended that the Water Management Group form as a tax-exempt, non-profit corporation in accordance with the provisions of the Agreement on or before December 15, 2007. The Convening Committee has also recommended that the eligible members who form the Water Management Group adopt a standard resolution authorizing the formation of the Water Management Group using the Articles of Incorporation, Bylaws and Conflicts of Interest Policy approved by the Convening Committee, all of which are attached to the Attorneys’ Memo dated September 21, 2007 to all eligible members of the Water Management Group as identified in the Agreement (“Organizational Documents”); and

WHEREAS, the Catawba River Water Treatment Plant is eligible to join in the formation of the Water Management Group and approves the formation of the Water Management Group as recommended by the Convening Committee.

NOW, THEREFORE, BE IT RESOLVED by the governing body of Union County, North Carolina, as joint venturer in the Catawba River Water Treatment Plant, that:

1. On behalf of the Catawba River Water Treatment Plant, Mike Bailes is authorized and directed to take all actions reasonably necessary or convenient to join the Catawba-Wateree Water Management Group in accordance with the terms of the Organizational Documents, including without limitation, authorizing the filing of the Articles of Incorporation (as set forth in the Organizational Documents) listing the Catawba River Water Treatment Plant as an initial member on or before December 15, 2007; and

2. Mike Bailes is hereby designated as the Member Representative and Eric Robinson is hereby designated as the Alternate of the Catawba River Water Treatment Plant, and the same are hereby authorized and directed to: attend the organizational meeting of the Water Management Group; adopt the Bylaws and Conflicts of Interest Policy (as set forth in the Organizational Documents); elect officers and at-large directors; consider, vote and take action on such other matters as may come before the Water Management Group at that meeting; and discharge the duties and responsibilities of such positions as set forth in the Organizational Documents so long as each shall hold such position without any requirement for further approval or authorization from the Catawba River Water Treatment Plant, or its joint venturers. Without limiting the foregoing, said Member Representative and Alternate are authorized to consider, vote and take action on those matters set forth in the agenda for said organizational meeting attached hereto as Exhibit A. The incorporator of the Catawba-Wateree Water Management Group may add one or more items to said agenda, in accordance with applicable law. Said organizational meeting shall be held on December 6, 2007, at 10:00 AM at The Baxter Hood Center, 452 S. Anderson Road, Rock Hill, SC 29730. The Catawba River Water Treatment Plant Board is authorized to remove Member Representatives and Alternates and appoint replacement Member Representatives and Alternates.

This the 15th day of October, 2007.

Name: Kevin Pressley

Title: Chairman, Union County Board of Commissioners

ATTACHMENT A
WATER MANAGEMENT GROUP
AGENDA

Location: The Baxter Hood Center
452 S. Anderson Road
Rock Hill, SC 29730
803-981-7100

Date: December 6, 2007

Time: 10:00 AM

1. Adoption of Articles of Incorporation
2. Adoption of Bylaws
3. Adoption of Conflict of Interest Policy
4. Retain attorney to finalize incorporation as 501(c)(3) non-profit Corporation
5. Tax-Exempt Status
6. Election of Officers/Directors
7. Election of At-Large Directors
8. Payment of Fees, Taxes and Reimbursements
9. Banking Resolutions
10. Ratification of Acts of Incorporator
11. Adoption of regular meeting schedule for 2008 with date, time and place of regular meetings
12. Adoption of WMG principal bulletin board

**ARTICLES OF INCORPORATION
OF
CATAWBA-WATEREE WATER MANAGEMENT GROUP**

Pursuant to Section 55A-2-02 of the General Statutes of North Carolina, the undersigned hereby submits these Articles of Incorporation for the purpose of forming a nonprofit corporation under the laws of the State of North Carolina.

1. The name of the corporation is Catawba-Wateree Water Management Group.
2. The corporation shall be a charitable corporation within the meaning of Section 55A-1-40(4) of the General Statutes of North Carolina. The corporation was incorporated after the effective date of Chapter 55A of the North Carolina General Statutes.
3. The corporation is organized and operated exclusively for charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or any corresponding United States Internal Revenue Law (the "Code"), including, without limitation, ecologically preserving, extending, and enhancing the capabilities of the Catawba-Wateree River to provide water resources for human needs.
 - (a) Notwithstanding any other provision of these Articles of Incorporation, the corporation shall not carry on any other activities not permitted to be carried on (i) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (ii) by a corporation to which contributions are deductible under Section 170(c)(2) of the Code.
 - (b) No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate or intervene in any political campaign (including the publishing or distribution of statements) on behalf of, or in opposition to, any candidate for public office.
4. The corporation shall have members. The initial members are set forth below:

- The initial members of the corporation shall meet on _____, 2007 and thereafter as set forth in the bylaws of the corporation.
5. The method of designation of additional members and election of the directors is set forth in the bylaws of the corporation.
6. The period of existence of the corporation is unlimited.

ATTACHMENT C.

7. The address of the initial registered office of the corporation in the State of North Carolina is c/o City Attorney's Office, City of Charlotte, 600 East Fourth Street, Charlotte, North Carolina 28202-2841 which initial registered office is located in Mecklenburg County; and the name of its initial registered agent at such address is H. Michael Boyd.

8. The street address and mailing address of the principal office of the corporation are c/o City Attorney's Office, City of Charlotte, 600 East Fourth Street, Charlotte, North Carolina 28202-2841, which principal office is located in Mecklenburg County.

9. To the fullest extent permitted by the North Carolina Nonprofit Corporation Act as it exists or may hereafter be amended, no person who is serving or who has served as a director of the corporation shall be personally liable for monetary damages for breach of any duty as a director. No amendment or repeal of this article, nor the adoption of any other amendment to these Articles of Incorporation inconsistent with this article, shall eliminate or reduce the protection granted herein with respect to any matter that occurred prior to such amendment, repeal, or adoption.

10. In the event of the termination, dissolution or winding up of the affairs of the corporation in any manner or for any reason whatsoever, the members shall, after paying or making provision for payment of all liabilities of the corporation, distribute all of the remaining assets and property of the corporation to one or more organizations exempt under Section 501(c)(3) of the Code or governmental bodies to be used exclusively for public purposes, as designated by the members.

11. The name and address of the incorporator are H. Michael Boyd, c/o City Attorney's Office, City of Charlotte, 600 East Fourth Street, Charlotte, North Carolina 28202-2841.

12. These Articles of Incorporation shall be effective as of filing.

This the ____ day of _____, 2007.

H. Michael Boyd
Incorporator

ATTACHMENT D.

**CATAWBA-WATEREE
WATER MANAGEMENT GROUP**

BYLAWS

December 6, 2007

ATTACHMENT D.

(intentionally blank)

**CATAWBA-WATEREE
WATER MANAGEMENT GROUP (WMG)
BYLAWS
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**CATAWBA-WATEREE
WATER MANAGEMENT GROUP (WMG)**

BYLAWS

1. BACKGROUND

Duke Energy Carolinas, LLC (Duke or Licensee) operates the Catawba-Wateree Hydroelectric Project (FERC Project No. 2232) (Project) under a license from the Federal Energy Regulatory Commission (FERC). The license expires in August 2008. As of the effective date of these Bylaws, the Project includes eleven reservoirs and thirteen powerhouses on the Catawba and Wateree Rivers in North Carolina and South Carolina. Duke filed an Application for a New License with the FERC on August 29, 2006.

The FERC license application review process can take two years or more and includes the preparation of an Environmental Assessment (EA) or Environmental Impact Statement (EIS) by the FERC in accordance with the requirements of the National Environmental Policy Act (NEPA). New licenses may be issued for 30 to 50-year terms.

Beginning in June 2003, more than 160 stakeholders joined an extensive relicensing process that developed a comprehensive agreement addressing the continued operation of the Project. Early in the relicensing process these stakeholders identified and discussed nearly 2,100 interests in the Project. These interests were combined and summarized into 225 Composite Interest Statements. The stakeholders used these Interest Statements as the basis for identifying and evaluating development and non-development alternatives and recommended an acceptable balance of measures to meet the Interests. The balance was captured in the Comprehensive Relicensing Agreement (CRA, Agreement, or Final Agreement) dated August 29, 2006 and submitted to the FERC on August 29, 2006 and a subsequent revision to the CRA dated December 22, 2006 and submitted to the FERC on December 28, 2006. Provisions of the CRA were incorporated into the Application for New License.

During the term of the New License, the demands on both the basin's water supply and the Project's storage capability are anticipated to increase significantly and approach or exceed the storage limits that the Project can provide during certain drought situations. A group of voluntary members that identifies, encourages, funds and helps to implement water resource improvements and conservation, and to improve water use efficiency is described in Appendix N of the CRA.

Specifically, in its Section 5.0 and Appendix N, the CRA called for the establishment of the Catawba-Wateree Water Management Group (WMG or Group) and defines its purposes, objectives, and membership structure.

2. DEFINITIONS

Except as noted below, the definitions in the CRA's Appendix E, dated December 22, 2006, apply also to these Bylaws.

ATTACHMENT D.

(a) Agreement, Final Agreement, CRA or Comprehensive Relicensing Agreement – the Comprehensive Relicensing Agreement, including the Recitals, Resource Agreements, General Agreements and Procedures, and all Appendices, originally dated August 12, 2006 and filed with the FERC along with the Project’s Application for a New License on August 29, 2006, or its latest revision modified in accordance with its procedures.

(b) Project – the Catawba-Wateree Project, a hydroelectric project located on the Catawba and Wateree Rivers and their tributaries in North Carolina and South Carolina, including any future changes made to the Project in accordance with applicable law. As of the effective date of these Bylaws, the Project consists of eleven hydroelectric developments, each having a reservoir formed by one or more dams and one or more hydroelectric stations. The Project is operated pursuant to a license issued by FERC (FERC Project No. 2232).

(c) Consensus – a WMG decision made by unanimous vote in favor of a proposed action by the Member Representatives present and voting at a meeting at which a quorum exists. A Member Representative who is present and either abstains or does not vote is not calculated in the vote tally.

(d) Majority Vote (or Simple Majority) – a WMG decision made by vote in favor of a proposed action by more than half of the Member Representatives present and voting in favor of the action at a meeting at which a quorum exists. Unless otherwise specified herein, all actions by the Member Representatives shall be taken by majority vote. A Member Representative who is present and either abstains or does not vote is not calculated in the vote tally.

(e) Super Majority Vote – a WMG decision made by vote in favor of a proposed action by two-thirds or more of the Member Representatives present and voting at a meeting at which a quorum exists. A Member Representative who is present and either abstains or does not vote is not calculated in the vote tally.

(f) Eligible Participant – the Licensee of the Project and any public water supplier with installed water withdrawal capacity of one hundred thousand gallons per day or more within one or more of the Project’s reservoirs and/or regulated river reaches.

(g) Member in Good Standing – a WMG Member that is (a) current in paying its dues, subject to any applicable grace period, (b) in substantial compliance with any FERC orders affecting the Project and applicable Licensee easements and permits, and (c) engaged in good faith in fulfilling the purpose and objectives of the Agreement, all as more particularly described in Sections 9.1, 9.2 and 9.3 of these Bylaws.

(h) Large WMG Member – an Eligible Participant that is admitted as a Member on the date of formation of the WMG or later elected to membership with a minimum installed water withdrawal capacity of one million gallons per day within one or more of the Project’s reservoirs and/or regulated river reaches.

(i) Small WMG Member – an Eligible Participant, other than the Licensee, admitted as a Member with a minimum installed water withdrawal capacity of one hundred thousand gallons per day but less than one million gallons per day within one or more of the Project’s reservoirs and/or regulated river reaches.

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(j) Member, WMG Member and Group Member – each Large WMG Member and Small WMG Member.

3. PURPOSES AND OBJECTIVES OF THE WATER MANAGEMENT GROUP

The Water Management Group will identify, fund, and manage projects that will help to ecologically preserve, extend, and enhance the capabilities of the Catawba and Wateree Rivers to provide water resources for human needs (water supply, power production, industry, agriculture, and commerce). The Group will strive to improve coordination of efforts and the pooling of resources to accomplish its objectives.

The Group's objectives include, but are not limited to, the following:

- Promote water resource conservation;
- Prepare for and manage drought impacts;
- Promote improvement of water quality;
- Address intake and storage security;
- Promote best management practices (BMP) for water management; and
- Ensure there continues to be available water supply to support human needs for water.

4. PURPOSES OF THE BYLAWS

The purposes of these Bylaws are to define and govern the WMG's decision making processes, define the membership and membership representation, define the method of election and powers of the Board of Directors, describe how the Group and the projects undertaken by the Group will be managed and funded, and describe the need for the WMG to communicate with the Members.

5. WMG MEMBERSHIP

WMG Membership

Group membership is voluntary and, subject to the terms and conditions of these Bylaws, will include only Eligible Participants.

Based on June 1, 2006 installed water withdrawal capacity information, the following Eligible Participants are eligible to join the WMG as Large WMG Members:

- City of Belmont, NC
- City of Camden, SC

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- City of Charlotte, NC
- Chester Metropolitan District
- Duke Energy Carolinas, LLC (Licensee)
- City of Gastonia, NC
- Town of Granite Falls, NC
- City of Hickory, NC
- City of Lenoir, NC
- Lincoln County, NC
- Town of Longview, NC
- Lugoff-Elgin Water Authority
- Town of Mooresville, NC
- City of Morganton, NC
- City of Mount Holly, NC
- City of Rock Hill, SC
- City of Statesville, NC
- Catawba River Water Treatment Plant (Lancaster County Water and Sewer District, SC, and Union County, NC)
- Town of Valdese, NC

WMG Member Terms, Representation, Officers and Directors

Members

General. Each Large WMG Member will be represented by one person identified by that Member (each, a “Member Representative”). Each Large WMG Member will also designate an alternate representative to attend meetings in the event that the Member Representative cannot attend (each, an “Alternate”). The Alternates are also encouraged to attend all WMG meetings.

All Small WMG Members from North Carolina will be represented by one person (a “Member Representative”) and all Small WMG Members from South Carolina will be represented by one person (a “Member Representative”). Each such Member Representative shall be elected by the Member Representatives of the Large WMG Members. Member

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Representatives of the Large WMG Members will also elect one alternate representative from each State (each, an "Alternate") to attend meetings when the applicable Member Representative of the Small WMG Members cannot attend. The Alternates also are encouraged to attend all WMG meetings. If any Member Representative or Alternate of the Small WMG Members is no longer able or willing to serve, he shall so inform the Chair in writing, including email, prior to the WMG's next scheduled meeting. The Member Representatives of Large WMG Members will elect a successor Member Representative or Alternate to represent the Small WMG Members at the next WMG Member meeting.

If any Member wishes to change its Member Representative or Alternate, it must do so by informing the Chair in writing, including email, prior to the WMG's next scheduled meeting. Each Alternate shall have the power to act as and on behalf of the applicable Member Representative in such Member Representative's absence, as if such Alternate were the Member Representative. Any reference to Member Representative in these Bylaws shall be construed to include an Alternate acting on behalf of a Member Representative if such Member Representative is not serving or acting in that capacity, except as otherwise expressly provided herein.

Meetings. An annual meeting of the Members shall be held in November or December, on such date and at such location determined by the Chair. Additional meetings of the Members may be called by the Chair, or the Vice Chair and Secretary/Treasurer, or 25 percent of the Members. Notice of any meeting of the Members shall be given at least five business days prior to the meeting; provided, however, that notice delivered by United States mail must be given at least seven business days prior to the meeting. Such notice will be delivered personally or sent by mail, facsimile transmission or electronic mail to each Member Representative and Alternate at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If sent by facsimile transmission or electronic mail, such notice shall be deemed delivered when confirmation of delivery to the designated number or mailbox is received. Such notice shall specify the purpose for which the meeting is called. Members at the close of business on the business day preceding the day on which notice is given are entitled to notice of the meeting.

Quorum, Voting. A majority of the Member Representatives shall constitute a quorum for the transaction of business at any meeting of the Members. Once a Member Representative is present for any purpose at a meeting, the Member Representative is deemed present for quorum purposes for the remainder of the meeting. A quorum, once established, will not be broken by the departure from the meeting of a Member Representative. Member Representatives and Alternates may participate, which participation includes without limitation voting, in meetings by any means of communication by which all participants may simultaneously hear each other during the meeting. A Member Representative participating in a meeting by this means is deemed to be present in person at the meeting. No proxy voting shall be permitted. The Member Representatives may meet in executive session. Action taken by the Member Representatives without a meeting is nevertheless Member action if written consent to the action in question is approved by all of the Member Representatives, such approval may be evidenced by signature or electronic indicia of assent, and filed with the minutes of the proceedings of the Members, whether done before or after the action so taken.

Officers and Directors

General; Election; Removal; Vacancy. At the first official meeting of the Members and then each year at the annual meeting of the Members, the Members will elect, pursuant to Section 9 of these Bylaws, a Chair, Vice Chair, and Secretary/Treasurer (collectively, the "Officers") and two persons to serve as at-large members of the Board of Directors (the "At-Large Directors"), each of whom will serve for the following calendar year. So long as there is at least one Member with a water intake facility in North Carolina and at least one Member with a water intake facility in South Carolina, one of the At-Large Directors must be a Member Representative (or Alternate, if there are fewer than five Members) of a Member with a water intake facility in North Carolina and one of the At-Large Directors must be a Member Representative (or Alternate, if there are fewer than five Members) of a Member with a water intake facility in South Carolina. The Officers, together with the At-Large Directors, shall constitute the Board of Directors of the corporation. The Member Representatives may remove any Officer or At-Large Director at any time pursuant to Section 9 of these Bylaws. A vacancy occurring among the Officers or the At-Large Directors may be filled by the Member Representatives pursuant to Section 9 of these Bylaws.

Duties; Qualifications. The Chair will serve as the administrative officer of the WMG and, in respect of both the Membership and the Board of Directors, will establish meeting schedules, call for special meetings, establish the meeting agendas, and either preside or appoint the person to preside at the meetings. The Vice Chair will perform the Chair's responsibilities when the Chair is unable to do so. The Secretary/Treasurer will secure meeting locations, announce or provide notice of meetings, compile and distribute meeting summaries and action items, keep the official membership roles, serve as corresponding secretary for the WMG, maintain or oversee the WMG's financial records, and provide regular financial reports to the Members. Each Officer and At-Large Director shall be a Member Representative. Alternates are not eligible to serve as Officers or At-Large Directors. Notwithstanding the foregoing, if at any time the WMG shall have fewer than five Members but more than two Members, Alternates shall be eligible to serve as Officers and At-Large Directors. Further notwithstanding the foregoing, if at any time the WMG shall have two or fewer Members, the WMG shall have no At-Large Directors, Alternates shall be eligible to serve as Officers, and the offices of Vice Chair and Secretary/Treasurer may be held by the same person.

Meetings. Meetings of the Board of Directors shall be called by the Chair or any two Officers and/or At-Large Directors. Notice of any meeting of the Board of Directors shall be given at least five business days prior to the meeting; provided, however, that notice delivered by United States mail must be given at least seven business days prior to the meeting. Such notice will be delivered personally or sent by mail, facsimile transmission or electronic mail to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail in a sealed envelope so addressed with postage thereon prepaid. If sent by facsimile transmission or electronic mail, such notice shall be deemed delivered when confirmation of delivery to the designated number or mailbox is received. Such notice shall specify the purpose for which the meeting is called.

Quorum, Voting. A majority of the members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. Directors may

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participate, which participation includes without limitation voting, in meetings by any means of communication by which all Directors may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is deemed to be present in person at the meeting. No proxy voting shall be permitted. The Board of Directors may meet in executive session, provided that the Member Representatives shall have the right to observe any such executive session. Action taken by the Board of Directors without a meeting is nevertheless Board action if written consent to the action in question is approved by each member of the Board of Directors, such approval may be evidenced by signature or electronic indicia of assent, and filed with the minutes of the proceedings of the Board of Directors, whether done before or after the action so taken.

Amendment or Repeal of Bylaws or Articles of Incorporation

Except as provided in the CRA, these Bylaws or the Group's Articles of Incorporation may be amended or repealed and new bylaws or amended articles of incorporation may be adopted by the Members pursuant to Section 9 of these Bylaws, provided that at least ten days' written notice is given of intention to alter, amend, repeal or adopt new bylaws or articles of incorporation at such meeting and that such notice includes a copy of the proposed amendment.

6. MEMBERSHIP PROCEDURES

Membership Additions

An Eligible Participant that initially chooses not to become a Member may join the Group on any anniversary of the Group's initial dues contribution date (i.e., each January 31st) by paying the current year's dues plus dues for the previous years (four total years maximum) from the later of the following dates: 1) the date it became an Eligible Participant or 2) January 2009. A water withdrawer which after the Group's formation becomes an Eligible Participant may join the Group by contributing its current year's dues, or a pro-rata amount if joining sometime after the dues payment date anniversary. The Members shall determine whether such prospective Member is an Eligible Participant and will have the ability to meet the requirements of a Member in Good Standing. Additional membership requirements will be decided by the Member Representatives pursuant to Section 9 of these Bylaws.

Member Resignation

Any Member may choose to resign from the Group for any reason and may do so at any time. However, no dues refunds will be made. Any Member that resigns agrees to inform the WMG Chair and the Licensee in writing of its decision in a timely manner.

Member Expulsion

A Member that fails to make its scheduled dues contribution within ninety days following each anniversary of the Group's initial dues payment date (i.e., each January 31st) is automatically expelled from the Group on May 2 unless the WMG Secretary/Treasurer receives a timely, written request from the Member explaining the extenuating circumstances that justify the extension of time, and the Board of Directors decides in a vote occurring before the automatic expulsion date, to permit up to an additional 90-day grace period but not extending

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beyond July 31. In addition, upon a vote of two-thirds of the members of the Board of Directors present at a meeting with a quorum that any Member has ceased to be a Member in Good Standing in respect to clause (b) and/or clause (c) of the definition of Member in Good Standing set forth herein, such Member will be expelled from the Group.

Resigned Member Reinstatement

Any Member that has resigned may rejoin the Group on each anniversary of the Group's initial dues payment date (i.e., each January 31st) by contributing the current year's dues plus the dues for each year since its resignation up to three years (four total years maximum) plus any dues owed when it resigned, provided that reinstatement is approved by the Members pursuant to Section 9 of these Bylaws upon a determination that such Member will meet the requirements of a Member in Good Standing.

Expelled Member Reinstatement

Any Member that has been expelled may rejoin the Group on each anniversary of the Group's initial dues payment date (i.e., each January 31st) by contributing the current year's dues plus the dues for each year since its expulsion up to four years (five total years maximum) since its expulsion plus any dues owed when expelled, provided that reinstatement is approved by the Members pursuant to Section 9 of these Bylaws upon a determination that such Member will meet the requirements of a Member in Good Standing.

7. RESPONSIBILITIES OF WMG MEMBER REPRESENTATIVES

WMG Member Representatives and Alternates are expected to stay informed about and to represent their organization's interests. Each Member Representative or, when applicable, his Alternate, is expected to attend and fully participate in WMG meetings and calls.

Member Representatives and Alternates are expected to read appropriate materials and arrive at all meetings prepared to work and are responsible for being authorized to represent their respective Member's interests. Materials presented for discussion should be distributed at least five business days in advance of a meeting or longer, as practical.

Member Representatives and Alternates are expected to read, fully understand, and conduct themselves in accordance with these Bylaws, the Conflict of Interest Policy, and any other policies and procedures adopted by the Members.

Group Members are expected to make good-faith efforts to design, maintain, and operate their new or expanded systems consistently with best management practices.

8. WMG ACTIVITIES

The Group's principal activities will include:

- Identifying projects that further the Group's objectives;
- Overseeing a Water Management Fund to help implement these projects;

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- Developing and maintaining a running five-year plan of projects, an annual funding budget, and a Member contribution schedule to fund approved projects;
- Managing its projects through appropriate contractual agreements;
- Conducting periodic studies of safe-yield capacity related to public water supply;
- Coordinating with appropriate resource agencies and other interested parties, including the Drought Management Advisory Group (DMAG), when the Low Inflow Protocol is reviewed; and
- Providing periodic reports and status updates to Members.

9. DECISIONS

The vote of each Member Representative will be counted equally. If a Member is not current in paying its dues, but is within the allowed grace period and therefore has not been expelled from the Group, then the vote of such Member's Member Representative will be counted. All decisions made pursuant to this Section 9 shall be made in accordance with the Group's Conflict of Interest Policy.

Decisions Requiring Consensus

Decisions requiring Consensus will be:

- Establishing or changing the Fund's annual target amount (if Consensus cannot be reached, the Fund's annual target amount will be the previous year's amount);
- Establishing or changing the allocation basis and timing of dues contributions (if Consensus cannot be reached, the allocation basis and timing of dues contributions will be the same as in the previous year);
- Amending or repealing a provision of these Bylaws or the Articles of Incorporation that involves matters that require a Consensus vote; and
- Dissolving the Group.

Decisions Not Requiring Consensus

The WMG will make numerous decisions not related to topics in the previous subsection. While it will always be the goal for the WMG to make all decisions by Consensus, the following provisions describe the decision process if Consensus cannot be reasonably reached. Specific topics requiring either Super Majority or Majority Votes are noted below.

Super Majority Decisions

A Super Majority Vote will be required for the following decisions:

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- Determining resigned and expelled Member reinstatement;
- Determining Eligible Participants and the admission of new Members;
- Determining credits that should be applied to any Member's annual dues payments;
- Amending these Bylaws, the Articles of Incorporation or the Conflict of Interest Policy, except matters that require a Consensus vote; and
- Removing a WMG Officer or At-Large Director from his position prior to the expiration of his elected term.

Majority and Other Decisions

A Majority Vote will be required for the following decisions:

- Approving or revising the five-year project list;
- Approving a project for funding;
- Approving a Member to handle contract management for a particular project;
- Approving recommendations to the Member that will handle contract management for contractor selection and contract conditions for performing projects;
- Approving WMG governance and administrative procedures (e.g., fund management, contracting and project management, project evaluation criteria);
- Electing WMG Officers and At-Large Directors to normal terms or to complete terms of vacant positions; and
- Making all other decisions not requiring a Consensus or Super Majority Vote.

Many decisions will not require "voting" but will be discussed and made informally, subject to the requirements of the Conflict of Interest Policy. If votes are required for decisions on topics not identified earlier in this Section, then such decisions will be made by a Majority Vote.

Consideration of Members in Good Standing

A Member is presumed to be a Member in Good Standing until a Member fails to pay dues, subject to any applicable grace period, as set forth herein or it is determined by the Board of Directors that a Member has ceased to be in good standing in respect to clause (b) and/or clause (c) of the definition of Member in Good Standing set forth herein. Such determination may be made upon the advice of legal counsel and/or other professional advisers.

The following provides criteria for determining whether or not an entity is a Member in Good Standing:

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9.1 Current in paying its dues to the Water Management Group:

(a) Due Date – All dues are to be paid by the Member to the WMG Secretary/Treasurer (or designee) via check or to the institution handling the WMG Fund account via wire transfer by January 31 of each year, with the inaugural payments due by January 31, 2008 for the Licensee and by January 31, 2009 for all other WMG Members.

(b) Notifications and Recordkeeping

(i) Billing – The WMG Secretary/Treasurer (or designee) will ensure that a reminder is sent to each WMG Member on or about November 1 of each year that identifies January 31 as the due date and shows the amount that is due.

(ii) Receipts – The WMG Secretary/Treasurer (or designee) or the institution handling the WMG Fund account will send each Member a receipt for its dues payment.

(iii) Default – The WMG Secretary/Treasurer (or designee) will also send a written notification via certified mail to any WMG Member which defaults on its dues (as noted below) and is therefore no longer a Member in Good Standing.

(iv) Payment Recordkeeping – The WMG Secretary/Treasurer (or designee) will maintain an auditable trail of each Member's payment record to verify the number of years each Member paid its dues in the month of January, within the 90-day automatic grace period and within any longer grace period as approved by the WMG.

(c) Grace Periods

(i) Automatic 90-Day Grace Period – Except for the inaugural payments in 2008 for the Licensee and 2009 for all other Members, each Member is afforded an automatic 90-day grace period for paying its dues (i.e., until May 2). There will be no grace period for the inaugural payments.

(ii) Grace Period Extension – Any Member may request and the Board of Directors may grant additional grace period time for extenuating circumstances, but the total grace period time (including the automatic 90-day grace period) may not extend beyond July 31. Such requests must be made in writing by the Member and must be received by the WMG Secretary/Treasurer by April 1 and the Board of Directors must conduct a vote on or before May 2.

(iii) January Payment is Expected – Since the lack of available funding can seriously impact the WMG's ability to carry out its mission, all Members should make every reasonable effort to pay their dues in full each year in the month of January and should avoid repeat use of the 90-day automatic grace period. Partial payments will not be accepted. The Board of Directors should also strongly consider repeat use of the 90-day automatic grace period as potential grounds for denial of requests to extend the grace period beyond the automatic 90 days. The WMG may also consider adding a late charge for Members that repeatedly fail to pay their dues in January.

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(d) Method of Determining Default – A Member is automatically in default of this dues payment requirement and deemed no longer a Member in Good Standing if:

(i) Normal Condition – The Member’s valid check or wire transfer for the full dues amount is not received by the WMG Secretary/Treasurer (or designee) for checks or the institution handling the WMG Fund account for wire transfers by 5:00 pm on May 2. If May 2 falls on a weekend or federally recognized holiday, the due date will be 5:00 pm on the first business day following May 2.

(ii) Extenuating Circumstances – The Member’s valid check or wire transfer for the full dues amount is not received by the WMG Secretary/Treasurer (or designee) for checks or the institution handling the WMG Fund account for wire transfers by 5:00 pm on the last day of the WMG-approved grace period (but not later than July 31). If the required payment date (e.g., July 31) falls on a weekend or federally recognized holiday, the due date will be 5:00 pm on the first business day following the required payment date.

9.2 Substantial compliance with any FERC orders affecting the Project and applicable Licensee easements and permits:

(a) Situations Considered Substantial Non-Compliance – FERC orders, easements and permits contain many conditions with varying levels of significance. For the purposes of determining Members in Good Standing of the WMG, the following situations are considered substantial non-compliance:

(i) Unauthorized Construction, Excavation or Shoreline Stabilization – Construction, excavation or shoreline stabilization within the FERC Project Boundary that is related to a water intake facility and that was either (a) not approved by the Licensee or (b) constructed in a manner significantly different from the facilities approved by the Licensee. Of particular concern is construction that would render an intake facility capable of exceeding the maximum instantaneous withdrawal rate that was approved by the Licensee, that could limit the usable storage of a reservoir beyond the existing usable storage, or that could invalidate the environmental analysis that was done to consider intake approval (e.g., using a larger intake screen spacing compared to the final lake use permit application).

(ii) Exceeding Approved Withdrawal Rates – Withdrawing more water than was approved by the FERC order and/or the Licensee easement or permit, including any maximum instantaneous withdrawal rate limits or any maximum average annual withdrawal rate limits.

(iii) Operation Without Valid Approval from the Licensee – Withdrawing water from the FERC Project Boundary without written approval from the Licensee or after the applicable Licensee easement or permit has expired or has been terminated.

(iv) Lack of a Basic Water Conservation Program – Failing to show a good faith effort to meet the water conservation measures (e.g., Low Inflow Protocol) specified in the easement or permit (see Section 9.3 below for more details).

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(v) Other – Other situations as determined by the WMG.

(b) Method of Determining Default

(i) Written Complaint – Any WMG Member may file a complaint with the WMG Secretary/Treasurer that another Member is not in substantial compliance with the applicable FERC orders or Licensee easements or permits. Any such complaint must be in writing and must include a description of the substantial non-compliance. The written complaint must also be copied to the Licensee and the Member accused of substantial non-compliance.

(ii) Curing the Non-Compliance – Within 60 days following receipt of the written complaint, the Member accused of substantial non-compliance and the Licensee will meet, develop and implement any mutually agreeable written plans to cure the substantial non-compliance.

(iii) WMG Board Voting – Between 61 days and 90 days following receipt by the WMG Secretary/Treasurer of a written complaint, the Board of Directors will meet to discuss the situation and allow the complaining Member, the Licensee and the accused Member to explain their respective positions. At this meeting, the Board of Directors will vote in accordance with these Bylaws and determine if the accused Member's actions are or are not considered substantially non-compliant for the purposes of WMG membership. The Board of Directors may choose to cancel or table the vote only if the alleged substantial non-compliance has been fully corrected to the mutual satisfaction of the complaining Member, the Licensee and the accused Member or if the complaining Member, the Licensee and the accused Member have agreed to a written plan to fully correct the alleged substantial non-compliance.

(iv) Legal Proceedings – Legal proceedings involving the Licensee and the accused WMG Member may also occur to address the alleged substantial non-compliance situation (as well as any other alleged non-compliances), and such legal proceedings can take a year or more to be processed. Situations (a)(i) – (iv) listed above can be objectively measured and therefore, the Board of Directors need not wait until the legal proceeding has been fully processed to move ahead and make its decision. Also, even if the WMG determines that it does not consider the situation as substantially non-compliant for the purposes of WMG membership, the legal proceedings may continue. The outcome of the legal proceedings will not invalidate or supersede action by the Board of Directors.

9.3 Good Faith in Fulfilling the Purposes and Objectives of the CRA:

(a) Situations Considered Other Than Good Faith Compliance – The CRA addresses a number of different topics; however, the topic of greatest significance to the Members is the Low Inflow Protocol (LIP). The LIP provides coordination for the response by Members and others to drought situations. The following situations related to the LIP are the only bases for determining that a Member is not in good standing for failure to be engaged in good faith in fulfilling the purposes and objectives of the CRA:

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(i) Inadequate DMAG Participation – Member has failed to attend two consecutive meetings of the Catawba-Wateree Drought Management Advisory Group (DMAG). Participation via conference call counts as attending the meeting for meetings where a conference call option is provided. For recordkeeping, it is each Member's obligation to ensure that the DMAG Chair includes the Member on the applicable meeting attendance list.

(ii) Lack of a Basic Drought Response Program – Member has failed to ensure that the necessary local ordinances and written drought response plans are in place and revised as needed to allow full implementation of the LIP.

(iii) Failure to Report Water Use – Member does not provide the appropriately certified written annual water withdrawal and return summary to the Licensee by at least March 31 of each year.

(iv) Lack of a Good-Faith Effort to Implement the LIP – Member has no documentation that its applicable actions have been taken during any of the LIP Stages I-4; namely, notifying customers (via direct mail, public service announcements, news releases, Web site postings or combinations of the same) of the drought condition and requesting or requiring (depending on the LIP Stage) that its customers restrict water use, enforcing water use restrictions if in an LIP Stage that requires enforcing restrictions and providing the DMAG with a status update at the specified times the DMAG determines that an update is needed.

(b) Method of Determining Default

(i) Written Complaint – Any WMG Member may file a complaint with the WMG Secretary/Treasurer that another Member is not in substantial compliance with the LIP. Any such complaint must be in writing and must include a description of the substantial non-compliance. The written complaint must also be copied to the Licensee and the Member accused of substantial non-compliance.

(ii) Curing the Non-Compliance – Within 10 days following receipt of the written complaint, the Member accused of substantial non-compliance and the Licensee will meet, develop and implement any mutually agreeable written plans to cure the substantial non-compliance.

(iii) WMG Board Voting – Between 11 days and 30 days following receipt by the WMG Secretary/Treasurer of a written complaint, the Board of Directors will meet to discuss the situation and allow the complaining Member, the Licensee and the accused Member to explain their respective positions. At this meeting, the Board of Directors will vote in accordance with these Bylaws and determine if the accused Member's actions are or are not considered substantially non-compliant for the purposes of WMG membership. The Board of Directors may choose to cancel or table the vote only if the alleged substantial non-compliance has been fully corrected to the mutual satisfaction of the complaining Member, the Licensee and the accused Member or if the complaining

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Member, the Licensee and the accused Member have agreed to a written plan to fully correct the alleged substantial non-compliance.

(iv) Legal Proceedings – For situations where the LIP is a condition of a Licensee easement or permit, legal proceedings involving the Licensee and the accused WMG Member may also occur to address the alleged substantial non-compliance situation (as well as any other alleged non-compliances), and such legal proceedings can take a year or more to be processed. Situations (a)(i) – (iv) listed above can be objectively measured and, therefore, the Board of Directors need not wait until the legal proceeding has been fully processed to move ahead and make its decision. Also, even if the Board of Directors determines that it does not consider the situation as substantially non-compliant for the purposes of WMG membership, the legal proceedings may continue. The outcome of the legal proceedings will not invalidate or supersede action by the Board of Directors.

It is understood that decisions about whether or not a Member is in full compliance or decisions about any mitigation or remedies for not being in full compliance or about schedules for achieving compliance are not determinations that will be considered by or made by the Group.

9.4 Dispute Resolution

Except as otherwise specifically provided in these Bylaws, disputes among Members arising under or related to these Bylaws (each, a “Dispute”) shall be resolved as follows.

(a) Consultation

(i) Any Member alleging a Dispute shall notify the Board of Directors. Within five days of receiving such notice, the Board of Directors shall notify all Members and shall give at least 15 days’ notice of a meeting to be held for the purpose of resolving the Dispute. The Member alleging a Dispute, the Member against which the Dispute is alleged, and each Member whose Member Representative attends such meeting or notifies all other Members of the Member’s interest in the resolution of the alleged Dispute shall be considered to be an Interested Party. The meeting notice shall describe the Dispute and shall provide the time, date and location of the meeting. All Members agree to engage in good-faith negotiations to resolve the Dispute for a period of 45 days (“Consultation Period”) from the date of notice provided by the Member to the Board of Directors alleging a Dispute in an effort to resolve the Dispute; except that, in emergency situations beyond the reasonable control of the Interested Party seeking relief, or if required to preclude the running of any applicable limitations period which cannot be effectively tolled by agreement of the Members, an Interested Party may, for good cause, seek relief prior to the expiration of the 45-day period.

(ii) The Interested Parties may, by unanimous agreement, extend the Consultation Period up to an additional 75 days. The Interested Parties may employ a mediator at any time. To the extent permitted by law, the Members shall consider any

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applicable limitations period, whether arising by statute, regulation, contract, or otherwise to be tolled during the Consultation Period. No Member shall raise as a defense to any action, whether judicial or administrative, the running of any period of limitation, so long as the action was filed within the limitations period plus the Consultation Period.

(iii) The Consultation Period ends when the times described above expire or when all Interested Parties indicate that consultation is no longer useful, whichever is sooner.

(b) Consensus – Upon resolution of a Dispute, by agreement or otherwise, the Interested Parties shall notify all Members of the resolution. A resolution based on consensus shall have the unanimous support of all Interested Parties and no opposition from any other Member.

(c) Remedies – If, after the expiration of the Consultation Period and any extension, the Interested Parties have not reached consensus, or in the event of noncompliance for which a schedule to cure the noncompliance has been established by the Interested Parties, the alleged offending Member has not cured the failure within the time established, any Interested Party may seek resolution, by any available means; provided, however, that any Interested Party may file such action sooner if required in order to preclude the running of any applicable limitations period which cannot be effectively tolled by agreement of the Members.

(d) Mediation Services

(i) Any Interested Party may propose the use of a professional mediator to facilitate dispute resolution. To initiate professional mediation, an Interested Party shall notify all Members and shall convene a meeting not sooner than 15 days nor more than 30 days following notice. Such notice shall state the date, time, and location of the initial meeting to consider mediation. At that initial meeting all Members in attendance shall determine their interest in mediation. Mediation is purely voluntary, and no Member shall be compelled against its will to participate in mediation.

(ii) Those Members agreeing to mediation shall execute a contractually binding agreement with a professional mediator, and such agreement shall determine both how the mediating Members will share the cost of mediation and the schedule to undertake and complete mediation. No Member that chooses not to participate in mediation shall be responsible for any costs related to mediation. No mediated resolution shall modify these Bylaws.

10. MISCELLANEOUS PROVISIONS

Coordinating with Other Entities

The Group will establish approaches to coordinate projects and water supply study updates with resource agencies as appropriate. The Group will establish approaches to get input from other interested entities such as non-Member water intake owners, the Drought Management Advisory Group, non-governmental organizations, customers and local residents.

ATTACHMENT D.

Self Assessment

At the end of the first five full calendar years after the Group is formed and every five calendar years thereafter, the Group will conduct a brief written assessment of its accomplishments in the previous five years. The assessment will include evaluations on how efficient and effective the Group has been in fulfilling its purposes as stated herein.

Service Life

The Water Management Group will continue to exist as long as it has one or more Members in Good Standing and provided that the Group does not vote to dissolve. Members shall not be required to participate in the Group upon the expiration of the New License (including any extension periods of the New License as may be granted by the FERC through annual licenses); provided, however, that some or all of the Members may elect to continue the Group following such expiration.

11. MANAGEMENT

Management

The Officers shall manage the day-to-day operations of the Group personally or by engaging the services of other persons or entities. In so doing, the Group will seek to minimize the administrative cost to be covered by the Fund. No compensation shall be paid to the Officers or the At-Large Directors for their service as such.

Dues Collection

The Secretary/Treasurer or designee will collect dues based on the annual contribution schedule. Monies collected and interest thereon will be held in a Water Management Fund account.

Distributions and Project Management

Each WMG project may be managed by an appropriate Group Member under that Member's existing contracting and management vehicles. The WMG may fund such projects by providing grants to Members from the Water Management Fund, provided that any such grants to Members shall be made in accordance with applicable laws and regulations, including without limitation procurement laws and regulations. In some cases, such as funds to the USGS to install and/or maintain gages, the grant may be made directly to the ultimate recipient. It is anticipated that most grants will be made for hiring contractors, but may also be provided to a Member project manager for in-house completion of the work. Grants may be paid out in installments (e.g., monthly), lump sum, or as appropriate to the project. Notwithstanding the forgoing, any grants or other payments will be made pursuant to the Group's Conflict of Interest Policy. Any contracts will be awarded pursuant to such procurement policy that may be adopted by the Member Representatives.

The Member project manager will be approved by vote of the Member Representatives in accordance with the Conflict of Interest Policy and will be selected based on such factors as

ATTACHMENT D.

interest, capability, geographical location relative to the project, size of the effort, and providing project management opportunities to all WMG Members.

At a minimum, contracts for vendors will include the following:

- A detailed scope-of-work statement;
- Schedules for completion of work and disbursement of funds;
- The funding requirement necessary and available to accomplish the scope of work;
- A per-year not-to-exceed requirement that is consistent with the portion of the existing Water Management Fund appropriated to that project for the current year; and
- Procedures and conditions for amending, modifying, or terminating the contract.

The Member project manager will provide opportunities for the WMG to shape the scope of work and provide advice and counsel on proposals received and vendor selection. The Member project manager will provide regular status reports to the WMG at its meetings and/or by other means as appropriate.

Annual Report

Prior to April 1 of each year, the Board of Directors will provide to the Members an accounting of the funds expended during the previous calendar year.

12. WATER MANAGEMENT FUND DUES

12.1 Basis for Dues

The Fund's dues will be apportioned on each Member's gross withdrawals (mgd) for the basis calendar year plus a 20 percent surcharge for amounts transferred out of the Catawba-Wateree River basin to another river basin, except as provided in Section 12.4 below. If a Member's withdrawal is used only for cooling, then that Member's dues will be based on net withdrawal. However, certain "credits," as determined by a vote of the Group, may also be allowed. The dues structure is intended to discourage transferring water out of the current Catawba-Wateree River basin to other river basins without discouraging reuse of treated wastewater. The dues structure uses gross withdrawal amounts simply as a means to proportionately share the funding of project expenditures identified and approved by the Member Representatives.

12.2 Calculation of Dues

Each Member's annual dues will be calculated by the following approach, except as provided in Section 12.4 below. The Member's Apportioned Amount defined below will be recalculated every five years.

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Member's Annual Dues (\$/yr) =

Total Funds Needed for Year to Support Group's Approved Project List

X [Member's Apportioned Amount]

where:

Member's Apportioned Amount =

[(Member's Gross Withdrawal or Net Cooling Withdrawal) + (0.20 x
Member's Wastewater Discharge Outside Basin)]

/

[(Group's Gross Withdrawal and Net Cooling Withdrawal) + (0.20 x
Group's Wastewater Discharge Outside Basin)]

Gross or Net Cooling Withdrawal = Annual Average Daily withdrawal for the
basis calendar year from the Catawba-Wateree River Basin; and,

Wastewater Discharged Outside Basin = Annual Average Daily discharge for the
basis calendar year of treated Catawba-Wateree River basin water that is
discharged from wastewater treatment plants owned by the Group Member(s)
and/or by others which purchase water from the Group Member and/or by others
which provide wastewater treatment services for the Group Member(s) to other
river basins outside of the Catawba-Wateree River basin.

Any treated wastewater that is re-used, whether such re-use takes place inside the
Catawba-Wateree River basin or outside the Catawba-Wateree River basin, is excluded for the
purpose of calculating dues.

12.3 First-Year Dues

The dues for the first year will not exceed the dollar amounts shown in Table A of the
CRA's Appendix N. The proportionate shares of the dues shown in Table A were based on
actual 2005 gross withdrawals (net withdrawals for Members whose water use was for cooling
water) and wastewater treatment plant discharges. The proportionate shares for the first five
years (2009-2013) will be based on these same 2005 withdrawals and discharges although the
dues amounts may change depending on the Group's future decisions on total dues and the
withdrawers that chose to participate in the Group.

12.4 Minimum Dues

The minimum dues of each WMG Member will be an amount calculated as set forth in
Section 12.2 above based on a gross withdrawal of 1 mgd and no surcharge for interbasin
transfer. In the event that there are two or more Small WMG Members from either North
Carolina or South Carolina, the Small WMG Members from each State shall jointly pay the

ATTACHMENT D.

minimum dues, with each such Small WMG Member's share of the minimum dues being based on its proportion of the total, gross water withdrawals by Small WMG Members from the same State; provided that notwithstanding the foregoing provisions of this Section, a Small WMG Member shall pay the greater of the following amounts: its dues as calculated under Section 12.2 above or its proportionate share of the minimum dues as calculated under this Section.

12.5 Coordinating with Member Budgeting Cycles

The development of the annual dues contribution amounts and the timing of the actual dues contributions will be coordinated with Group Members' budgeting cycles.

12.6 Distribution of Remaining Water Management Fund upon the Group's Dissolution.

If the Water Management Group votes to dissolve or is otherwise dissolved by operation of law, then any money remaining in the Water Management Fund after all WMG expenses are paid will be distributed in accordance with the Articles of Incorporation.

13. PROJECT AND BUDGET DETERMINATIONS

Project Development

Member Representatives will collectively determine the projects to address the Group's purpose and objectives, the appropriate funding levels for the Group, and the required dues for each Member.

Planning Horizon

Each year the Group will develop a five-year project and funding plan and a current-year project implementation plan. The five-year budget and the dues contribution schedule should provide funds to support regular and ongoing projects as well as to accumulate money reserved for ad hoc projects that may require several years of accumulated funds to accomplish.

Project Recommendations

Project recommendations may be submitted by individual Group Members or solicited from interested third parties. Third parties may also present project recommendations to the Group for consideration.

Cost-Shared Funding

Special emphasis will be provided for projects that can take advantage of cost-shared funding to leverage the Fund's budgets.

Project Restrictions

The Group does not intend to take on debt or financial liabilities. Collectively, projects will be funded only to the levels that do not exceed the dues collected in any year plus money

ATTACHMENT D.

from previous year collections reserved for projects that may require several years of accumulated funds to accomplish. Multi-year project contracts will include a per-year not-to-exceed requirement that is consistent with the portion of the existing Water Management Fund appropriated to that project for the current year.

Contracts for the Group's provision of annual maintenance costs (e.g., for groundwater monitoring wells) will include a termination provision to ensure that no funding commitments exceed the Group's dues collections.

Funding will not be provided to support any withdrawer's project that is specifically required by permits or license conditions. However, projects for individual withdrawers that support the Group's larger objectives will be considered. For example, modifying an individual withdrawer's intake to allow it to operate at lower reservoir levels could add storage available to other Group Members. There is no obligation by the Group to participate in funding any improvement that benefits only one withdrawer. No funding will be provided to relieve any Member of its existing responsibilities or to shift costs to others.

The Group does not anticipate owning assets or funding projects that will generate assets for the Group.

14. PROJECT TYPES

The following are examples of the types of potential projects that would be consistent with the objectives of the Group:

Water Conservation

- Consumer education on water conservation and drought issues
- Coordination of public information and outreach
- Support for regional conservation programs

Drought Preparation and Management

- Installation and maintenance of streamflow and groundwater gages needed for drought monitoring
- Sharing information about local ordinances and plans consistent with the Low Inflow Protocol
- Coordinated, basin-wide public information and enforcement systems
- Active participation on the Drought Management Advisory Group
- Evaluation of inter-system connections that can be used during drought and low reservoir level conditions

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Improved Water Quality

- Water quality monitoring and modeling
- Participation in sedimentation prevention and management
- Research and marketing related to water reuse

Sustained Suitability of Reservoirs for Water Supply

- Feasibility studies on improvements to reservoir safe yield, water conservation, and other areas of benefit to water withdrawers
- Funding for engineering studies (e.g., safe yield improvement feasibility studies)
- Evaluation of options to increase intakes' operating ranges relative to reservoir levels
- Participation in management/control of invasive species (fish, mussels, aquatic weeds, etc.) that threaten water intakes and/or the suitability of the reservoir for water supply use

Intake and Storage Security

- Identification of security vulnerabilities for intakes, water storage and quality, and remedial measures

Best Management Practices

- Identification and implementation of Best Management Practices (BMP), BMP audits, BMP training for Members and others
- Standards/protocol development of regular self-audits using consistent methods to identify real water losses
- Standards/protocol development of leak detection/prevention programs when trigger points are reached to reduce real water losses
- Progress toward per-capita water consumption goals

15. INDEMNIFICATION; INSURANCE

Any person who at any time serves or has served as an At-Large Director, Officer or employee of the corporation, or in such capacity at the request of the corporation for any other corporation, partnership, joint venture, trust or other enterprise, shall have a right to be indemnified by the corporation to the fullest extent permitted by law against (a) reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with any threatened, pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative, and whether or not brought by or on behalf of the corporation,

ATTACHMENT D.

seeking to hold him liable by reason of the fact that he is or was acting in such capacity, and (b) reasonable payments made by him in satisfaction of any judgment, money decree, fine, penalty or settlement for which he may have become liable in any such action, suit or proceeding.

The Board of Directors of the corporation shall take all such action as may be necessary and appropriate to authorize the corporation to pay the indemnification required by this provision, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due him.

Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the corporation in advance of the final disposition of such action, suit or proceeding, as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by or on behalf of the At-Large Director, Officer or employee to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the corporation as authorized in this provision.

Any person who at any time after the adoption of this provision serves or has served in any of the aforesaid capacities for or on behalf of the corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representatives of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this provision.

In addition to the foregoing, the Board of Directors shall have the right and power to purchase and maintain insurance on behalf of any person who is or was an At-Large Director, Officer or employee of the corporation, or is or was serving at the request of the corporation as director, officer or employee of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the corporation would have the power to indemnify him against such liability.

The Member Representatives may by resolution authorize and direct the Officers to procure appropriate insurance coverage for the corporation, including without limitation directors and officers insurance.

Where appropriate herein, any word denoting or referring to one gender shall be deemed to include the other gender.

CATAWBA-WATEREE WATER MANAGEMENT GROUP

CONFLICT OF INTEREST POLICY

ARTICLE I

PURPOSE

The purpose of the conflict of interest policy is to protect the interests of the Catawba-Wateree Water Management Group (the "Group") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a Member, Member Representative, Alternate, Officer or At-Large Director of the Group or might result in an excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws and/or regulations governing conflict of interest or ethics applicable to governmental units, nonprofit and charitable organizations. Capitalized terms used herein without definition shall have the meanings assigned to such terms in the Group's Bylaws.

ARTICLE II

DEFINITIONS

1. Interested Person

Any Member, Member Representative, Alternate, Officer or At-Large Director who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Group has a transaction or arrangement,
- b. A compensation arrangement with the Group (including, without limitation, receiving one or more grants or other payments from the Group) or with any entity or individual with which the Group has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Group is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily an impermissible conflict of interest.

ARTICLE III
PROCEDURES

1. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Member Representatives considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, such person shall leave the meeting while the determination of a conflict of interest is discussed and voted upon. The disinterested Member Representatives shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the meeting, but, after the presentation, such person shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The Chair shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the disinterested Member Representatives shall determine whether the Group can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Member Representatives shall determine by a majority vote of the disinterested Member Representatives whether the transaction or arrangement is in the Group's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy

a. If the disinterested Member Representatives have reasonable cause to believe an interested person has failed to disclose actual or possible conflicts of interest, the disinterested Member Representatives shall inform such interested person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

b. If, after hearing the interested person's response and after making further investigation as warranted by the circumstances, the disinterested Member Representatives

ATTACHMENT E.

determine the interested person has failed to disclose an actual or possible conflict of interest, the disinterested Member Representatives shall take appropriate disciplinary and corrective action.

ARTICLE IV

RECORDS OF PROCEEDINGS

The minutes of the Member meeting during which a conflict of interest transaction is considered shall contain:

a. The names of the interested persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Member Representatives' decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V

COMPENSATION

It is expected that no interested person will be compensated for management or other services rendered to the Group; however, in the event that such compensation is approved by the Group in the future, the following shall apply:

a. An interested person who receives compensation, directly or indirectly, from the Group for services is precluded from voting on matters pertaining to such person's compensation.

b. No interested person who receives compensation, directly or indirectly, from the Group, either individually or collectively, is prohibited from providing information to the Members regarding compensation.

ARTICLE VI

ANNUAL STATEMENTS

Each Member Representative, Alternate, Officer or At-Large Director shall annually sign a statement which affirms such person:

a. Has received a copy of the conflict of interest policy,

b. Has read and understands the policy,

ATTACHMENT E.

- c. Has agreed to comply with the policy, and
- d. Understands the Group is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII

PERIODIC REVIEWS

To ensure the Group operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews of this policy and its application shall be conducted by the Group.

ARTICLE VIII

USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Group may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Members of their responsibility for ensuring that any transaction or arrangement is fair to the Group and that periodic reviews are conducted.

CATAWBA-WATEREE WATER MANAGEMENT GROUP
CONFLICT OF INTEREST POLICY
ANNUAL DISCLOSURE STATEMENT

I hereby affirm the following:

- a. I have received a copy of the conflict of interest policy,
- b. I have read and understand the policy,
- c. I have agreed to comply with the policy, and
- d. I understand the Catawba-Wateree Water Management Group is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Signature

Name (please print)

Title

Date

ATTACHMENT I.

Dues Schedules for Water Management Group Eligible Participants

WMG Eligible Participant	2008 Dues (payable prior to Jan 31)	2009 Dues (payable prior to Jan 31)
Catawba-River Water Treatment Plant (Union County, NC; Lancaster Water & Sewer District)	\$0	\$32,661
Charlotte-Mecklenburg Utilities	\$0	\$201,529
Chester Metropolitan District	\$0	\$7,963
City of Belmont	\$0	\$3,775
City of Camden	\$0	\$5,022
City of Gastonia	\$0	\$25,355
City of Hickory	\$0	\$25,430
City of Lenoir	\$0	\$11,684
City of Morganton	\$0	\$14,650
City of Mount Holly	\$0	\$5,635
City of Rock Hill	\$0	\$27,609
City of Statesville	\$0	\$8,769
Duke Energy Carolinas, LLC	\$150,630	\$150,630
Lincoln County	\$0	\$4,571
Lugoff Elgin Water Authority	\$0	\$3,681
Town of Granite Falls	\$0	\$2,254
Town of Long View	\$0	\$2,817
Town of Mooresville	\$0	\$8,452
Town of Valdese	\$0	\$7,513

ATTACHMENT B.

Schedule of Activities Required to Join the Water Management Group in 2007

Prior to November 15, 2007

- Review the proposed Water Management Group (WGM) Articles of Incorporation, Bylaws, and Conflict of Interest Policy.
- Identify your WGM Member Representative and Alternate.
- Adopt a resolution substantially in the form of the attached resolution.

By Close of Business on November 15, 2007

- Deliver a copy of your properly executed resolution to:

Ken Kearns
Kearns & West, Inc.
1425 K Street, NW, Suite 410
Washington, DC 20005
202-535-7800

December 6, 2007

- Member Representative and/or Alternate attends Water Management Group organizing meeting to adopt Articles of Incorporation, Bylaws, Conflict of Interest Policy, elect officers and directors, and adopt other resolutions related to the Water Management Group's formation. The meeting time and location are:

10:00 AM

The Baxter Hood Center
452 S. Anderson Road
Rock Hill, SC 29730



UNION COUNTY LEGAL DEPARTMENT

JEFFREY L. CROOK, SENIOR STAFF ATTORNEY
LISA PEASE, STAFF ATTORNEY
TRUDY HELMS, LEGAL ASSISTANT

500 NORTH MAIN ST., SUITE 826
MONROE, N.C. 28112

TO: The Union County Board of Commissioners
FROM: Jeffrey L. Crook, Senior Staff Attorney
RE: Water Conservation Ordinance Amendments
DATE: October 11, 2007

AGENDA ITEM

5e

MEETING DATE 10-15-07

As requested, I am providing a modified draft of the Water Conservation Ordinance that would satisfy the minimum Stage 3 requirements of the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions. The current requirements of the County ordinance are somewhat more stringent than the minimum required for compliance. To facilitate the Board's review (in the event the marked copy is confusing), I have copied below the current requirements for Stage 3 and the minimum requirements for compliance with the Relicensing Agreement.

Please contact Christie Putnam or me if you have any questions about the revised draft.

REQUIREMENTS OF CURRENT ORDINANCE FOR STAGE 3

It is unlawful:

- a. To water lawns, grass, shrubbery, trees, flowers and vegetable gardens.
- b. To fill newly-constructed swimming and/or wading pools or refill swimming and/or wading pools which have been drained.
- c. To wash automobiles, trucks, trailers, boats, airplanes, or any other type of mobile equipment, including commercial washing, except where such washing is required by applicable law for health-related purposes.
- d. To wash down outside areas such as streets, driveways, service station aprons, parking lots, office buildings, exteriors of existing or newly-constructed homes or apartments, sidewalks, or patios, or to use water for other similar purposes.
- e. To use water from public or private fire hydrants for any purpose other than fire suppression or other public emergency.

- f. To operate or induce water into any ornamental fountain, pool or pond or other structure making similar use of water.
 - g. To serve drinking water in restaurants, cafeterias, or other food establishments, except upon request.
 - h. To operate water-cooled air conditioners or other equipment that does not recycle cooling water, except when health and safety are adversely affected.
 - i. To use water for any unnecessary purpose or to intentionally waste water.
-

MINIMUM REQUIREMENTS FOR STAGE 3

It is unlawful to:

- a. To irrigate lawns and landscaping more than one (1) day per week, which day may vary for individual customers as specified by the County Manager in the declaration of a Stage III Mandatory Water Shortage Condition. [Underlined text added by Staff Attorney.]
- b. To conduct residential vehicle washing.
- c. To wash public buildings, sidewalks, and streets, except as required for safety and/or to maintain regulatory compliance.
- d. To use water for dust control during construction.
- e. To conduct flushing or hydrant testing programs, except to maintain water quality or other special circumstances approved by the Director in advance.
- f. To fill new swimming pools.

WATER CONSERVATION ORDINANCE

AN ORDINANCE PROVIDING FOR CONSERVATION OF WATER AND RESTRICTIONS ON THE USE OF WATER DURING A WATER SHORTAGE OR IMPENDING WATER SHORTAGE

BE IT ORDAINED by the Union County Board of Commissioners that water conservation is deemed to be necessary when water demand by customers connected to the Union County water system reaches the point where continued or increased demand will equal or exceed the treatment and/or transmission capacity of the system. When water demand results in the condition whereby customers cannot be supplied with adequate water to protect their health, safety, or property, then the demand must be substantially curtailed to relieve the water shortage.

Article I Declaration of Water Shortage

Section I: Applicability of Ordinance

In the event (i) it appears there is a sustained demand of 80% of the Union County water system treatment and/or transmission capacity (average daily flow); or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage I Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain voluntary water use restrictions by Union County, then in either such event the Director of the Union County Public Works Department, hereinafter referred to as the "Director," may recommend to the County Manager that voluntary water conservation measures be implemented. The County Manager, following consultation with the Board of Commissioners, may declare a Stage I Voluntary Water Shortage Condition requesting voluntary water conservation by consumers. The County Manager, following consultation with the Board of Commissioners, may, with or without the recommendation of the Director, declare that a Stage II, Stage III, or Stage IV Mandatory Water Shortage Condition exists and require mandatory conservation measures upon occurrence of any conditions precedent for declaring such Condition, as hereinafter set forth. In declaring any Water Shortage Condition pursuant to this Ordinance, the County Manager may limit the applicability of the requirements of this Ordinance to certain sections of the County, whether by township or other description. For purposes of this Ordinance, the phrase "following consultation with the Board of Commissioners" shall mean consultation during a regular or special meeting of the Board of Commissioners when possible, but where delay would endanger the public health, safety, or welfare, as determined by the County Manager, such consultation may be made by the County Manager with members of the Board of Commissioners on an individual basis outside the confines of a formal meeting. The County Manager shall report the declaration of a Water Shortage Condition to the Board at its next regular meeting.

The declaration of a Water Shortage Condition becomes effective immediately upon issuance by the County Manager. Upon declaration of any stage of Water Shortage Condition, the County Manager shall issue press releases to local television, radio and/or print media to inform the public of the voluntary or mandatory water use restrictions. Upon declaration of a Stage II, Stage III, or Stage IV Mandatory Water Shortage Condition, the County Manager shall also cause notice of such restrictions to be either inserted into customers' water bills or separately mailed to customers as soon as reasonably practicable.

Article II
Stage I Voluntary Water Shortage Condition

Section I

In the event a Stage I Voluntary Water Shortage Condition is declared, the following guidelines shall apply:

- a. An extensive publicity campaign will be initiated using public media to inform the public of an impending or existing water shortage.
- b. Conservation measures will be encouraged and recommended.

Section II

In the event a Stage I Voluntary Water Shortage Condition is declared, the following guidelines shall apply, and the public shall be encouraged to adhere to the following:

- a. Limit car washing to the minimum.
- b. Limit lawn and garden watering to that which is necessary for plants to survive.
- c. Do not wash down outside areas such as sidewalks, patios, parking lots, service bays or aprons, etc.
- d. Do not leave faucets running while shaving or rinsing dishes.
- e. Water shrubbery to the minimum required, reusing household water when possible.
- f. Limit use of clothes washers and dish washers and when used, operate fully loaded.
- g. Use of showers for bathing, rather than bathtub, and limit showers to no more than four (4) minutes.

- h. Limit flushing of toilets by multiple usage.
- i. The use of disposable and biodegradable dishes is encouraged.
- j. The use of flow-restrictive and water-saving devices is encouraged.
- k. Limit hours of operation of water-cooled air conditioners.
- l. All residents, businesses, and institutions are requested to temporarily delay new landscape work until the water shortage has ended.
- m. Use only hoses with spring-activated nozzles when watering lawns and gardens.

Article III
Stage II Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage II Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system in a manner inconsistent with the declaration until such time as the declaration of a Stage II Mandatory Water Shortage Condition has been rescinded. In exercising the authority for declaring a Stage II Mandatory Water Shortage Condition, consideration shall be given, as applicable, to water shortage levels and available sources of supply, available usable storage on hand, drawn-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage I Voluntary Water Shortage Condition declaration is ineffective in adequately reducing demand; (ii) maintenance of the system (whether preventive or breakdown maintenance, or due to an event of force majeure) requires a reduction in demand; (iii) mandatory restrictions are required to comply with any permit for the system issued by applicable state or federal authorities; (iv) sustained water demand exceeds 95% of the Union County water system treatment and/or transmission capacity (average daily flow); or (v) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 2 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then upon occurrence of any such event the County Manager may issue a declaration that a Stage II Mandatory Water Shortage Condition exists. Such declaration may prohibit any one or more

of the types of water uses regulated under a Stage I, Stage III, or Stage IV Water Shortage Condition, provided that the County Manager, in his discretion and acting in the best interests of the health, safety, and welfare of the citizens, may further regulate usage on the following bases: (i) time of day; (ii) day of week; (iii) customer type, including without limitation, residential, commercial, industrial and institutional; and (iv) physical attribute, such as address. After consultation with the Board, the County Manager may also take such other measures as deemed necessary to give effect to the intent of this Ordinance.

Article IV
Stage III Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage III Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system for any purpose hereinafter set forth until such time as the declaration of a Stage III Mandatory Water Shortage Condition has been rescinded. In exercising the authority for declaring a Stage III Mandatory Water Shortage Condition, consideration shall be given, as applicable, to water shortage levels and available sources of supply, available usable storage on hand, drawn-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage II Mandatory Water Shortage Condition is in effect and the system demand still exceeds system capacity; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 3 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wataree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then in either such event a Stage III Mandatory Water Shortage Condition may be declared. In addition to any voluntary and mandatory guidelines already in effect, it shall be unlawful to use water supplied by the Union County water system in the following manner:

- a. To irrigate lawns and landscaping more than one (1) day per week, which day may vary for individual customers as specified by the County Manager in the declaration of a Stage III Mandatory Water Shortage Condition.
- b. To conduct residential vehicle washing.
- c. To wash public buildings, sidewalks, and streets, except as required for safety and/or to maintain regulatory compliance.

- d. To use water for dust control during construction.
- e. To conduct flushing or hydrant testing programs, except to maintain water quality or other special circumstances approved by the Director in advance.
- f. To fill new swimming pools.

Article V
Stage IV Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage IV Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system for any purpose hereinafter set forth until such time as the declaration of water shortage has been rescinded. In exercising the authority for declaring a water shortage condition, consideration shall be given, as applicable, to water storage levels and available sources of supply, available usable storage on hand, draw-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage III Mandatory Water Shortage Condition exists and the system demand still exceeds system capacity; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 4 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then in either such event a Stage IV Mandatory Water Shortage Condition may be declared. In addition to the restrictions for Stage I, Stage II, and Stage III Water Shortage Conditions, the following restrictions shall also apply:

- a. To induce water into any pool.
- b. Use water outside a structure for any use other than an emergency involving a fire.
- c. Fire protection to be maintained by drafting of ponds, rivers, etc., wherever possible.
- d. The use of throw-away utensils and plates is encouraged and recommended at all

eating establishments.

- e. To operate an evaporative air conditioner which recycles water except during operating hours of business.
- f. Use potable water for road construction practices, i.e. compaction and washing.

Article VI

Section I: Lifting of Restrictions Imposed During a Water Shortage

- a. Water Shortage Conditions will expire when the County Manager, after consultation with the Board of Commissioners and upon recommendation of the Director, deems that the condition which caused the water shortage condition has abated.
- b. The expiration or cancellation of a water shortage declaration shall be promptly and extensively publicized.

Article VII

Section I: Enforcement

- a. Compliance with the provisions of this Ordinance shall be enforced by personnel of the Union County Public Works Department, hereinafter referred to as "UCPW," independent contractors engaged by UCPW for such purpose, the Union County Sheriff's Office, and such other personnel as designated by the County Manager.
- b. The use of water from the Union County water system by a customer in violation of any mandatory water conservation control imposed pursuant to this Ordinance is unlawful. For purposes of this Ordinance, the term "customer" shall mean any person or entity in whose name Union County Public Works maintains an account for water use. Further, the refusal or failure of a customer or other person acting on the customer's behalf to cease immediately a violation of a water conservation control, after being directed to do so by a person authorized to enforce the provisions of this Ordinance, is unlawful. Each customer is responsible for any use of water that passes through the service connection associated with the customer's account or otherwise passes through the customer's private water system.
- c. Any customer who violates or permits the violation of any mandatory water conservation control imposed pursuant to this Ordinance shall be subject to civil penalties as follows: (i) a warning for the first offense; (ii) a civil penalty in the amount of one hundred dollars (\$100) for the second offense; and (iii) a civil penalty in the amount of five hundred

dollars (\$500) for the third and subsequent offenses. Each day that a violation of a mandatory water conservation control occurs shall be considered to be a separate and distinct offense.

- d. Violations shall be accumulated by customers so long as this Ordinance, in any of its stages, is continuously in effect and until no stage of this Ordinance has been in effect for a period of one (1) calendar year. Violations of any mandatory water conservation control of any stage shall accumulate with violations of other stages. Should a customer move, or cease and renew service, during the period described herein, the customer's violations shall continue to accumulate as if such move or cessation had not occurred.
- e. Each civil penalty assessed against a customer pursuant to this Ordinance shall be added to the customer's water bill and shall be paid in the same manner as the payment of water bills. A customer's partial payment of a water bill shall be applied first to satisfaction of the civil penalties. Failure to pay all or any portion of a water bill, including any civil penalty assessed pursuant to this Ordinance, in a timely manner may result in the termination of water service.
- f. Any violation of the provisions of this Ordinance shall constitute a Class 3 misdemeanor, punishable upon conviction by a fine not to exceed Five Hundred Dollars (\$500.00) or imprisonment not exceeding twenty (20) days as provided by N.C.G.S. 14-4.
- g. The violation of any water conservation control or provision of this Ordinance may be enforced by all remedies authorized by law for noncompliance with county ordinances, including without limitation all remedies authorized pursuant to N.C.G.S. 153A-123.

Article VIII

Section I: Discontinuance of Service

In addition to the payment of any civil penalty assessed pursuant to Article VII of this Ordinance, a customer shall be subject to termination or restriction of water service following four or more violations of any water conservation control imposed pursuant to this Ordinance. Water service will not be restored at such service connection until the customer agrees to such terms as determined by the Director to be reasonably necessary or advisable to ensure the customer's compliance with such water conservation controls as are then in effect or may be imposed pursuant to this Ordinance and the payment of all the customer's obligations, including, without limitation, all outstanding charges for water service, civil penalties and all other fees, amounts and penalties charged in accordance with the provisions of this Ordinance. If a customer violates such a term or condition, the customer shall be subject to a civil penalty of up to \$1,000.00 in addition to any other remedy that may be authorized by law or agreement and termination of water service through such service connection for up to a minimum period of 15 days. Service may be restored thereafter in accordance with the provisions of this Article.

A customer whose water service is terminated pursuant to this Article shall not be entitled to notice and an opportunity for a hearing in advance of such termination. Although service of notice and an opportunity for hearing are not conditions precedent to termination of service, UCPW will endeavor to provide such notice as soon as reasonably practicable after a decision is made to terminate such service. A customer whose service is terminated pursuant to this Article or who receives notice of such a termination shall have five calendar days after termination of service or receipt of notice of termination, whichever is later, to appeal such termination to the Director, or his/her designee, by delivering a written notice of appeal. A hearing shall be held on such appeal within three business days of receipt of the notice of appeal, or by such other date as approved by the Director, or his/her designee, and the customer.

Article IX

The following shall apply at all times to the outdoor sprinkling of lawns, shrubbery, trees, flowers, gardens, and other outside irrigation systems. By January 1, 2008, all irrigation systems equipped with a timer shall be equipped with rain sensors as approved by UCPW. Rain sensors shall be activated to prevent the system from operating after one fourth (1/4) inch of rain has fallen.

Article X

Section I: Severability

If any section, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to such section, subdivision, clause or provision so adjudged, and the remainder of this Ordinance may be declared valid once effective.

Article XI

Section I: Effective Date

This Ordinance originally became effective on July 13, 1992. It was subsequently amended and restated effective August 5, 2002. It was amended and restated a second time on June 4, 2007, with the proviso that any declaration of a Water Shortage Condition made prior to June 4, 2007, and not rescinded was to remain in full force and effect and that any warnings issued prior to June 4, 2007, would constitute a first offense under Section 1(c) of Article VII.

This third amendment and restatement of this Ordinance shall become effective upon adoption by the Board of Commissioners on October 15, 2007 (the "Effective Date"). The Ordinance is restated in this manner solely to facilitate review by the reader by obviating the need to integrate multiple documents. Any declaration of a Water Shortage Condition made prior to the Effective Date and not rescinded shall remain in full force and effect. Though

amended, this Ordinance shall be deemed to be continuously in effect such that enforcement of violations committed prior to the Effective Date shall continue unaffected.

WATER CONSERVATION ORDINANCE

AN ORDINANCE PROVIDING FOR CONSERVATION OF WATER AND RESTRICTIONS ON THE USE OF WATER DURING A WATER SHORTAGE OR IMPENDING WATER SHORTAGE

BE IT ORDAINED by the Union County Board of Commissioners that water conservation is deemed to be necessary when water demand by customers connected to the Union County water system reaches the point where continued or increased demand will equal or exceed the treatment and/or transmission capacity of the system. When water demand results in the condition whereby customers cannot be supplied with adequate water to protect their health, safety, or property, then the demand must be substantially curtailed to relieve the water shortage.

Article I

Declaration of Water Shortage

Section I: Applicability of Ordinance

In the event (i) it appears there is a sustained demand of 80% of the Union County water system treatment and/or transmission capacity (average daily flow); or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage I Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain voluntary water use restrictions by Union County, then in either such event the Director of the Union County Public Works Department, hereinafter referred to as the "Director," may recommend to the County Manager that voluntary water conservation measures be implemented. The County Manager, following consultation with the Board of Commissioners, may declare a Stage I Voluntary Water Shortage Condition requesting voluntary water conservation by consumers. The County Manager, following consultation with the Board of Commissioners, may, with or without the recommendation of the Director, declare that a Stage II, Stage III, or Stage IV Mandatory Water Shortage Condition exists and require mandatory conservation measures upon occurrence of any conditions precedent for declaring such Condition, as hereinafter set forth. In declaring any Water Shortage Condition pursuant to this Ordinance, the County Manager may limit the applicability of the requirements of this Ordinance to certain sections of the County, whether by township or other description. For purposes of this Ordinance, the phrase "following consultation with the Board of Commissioners" shall mean consultation during a regular or special meeting of the Board of Commissioners when possible, but where delay would endanger the public health, safety, or welfare, as determined by the County Manager, such consultation may be made by the County Manager with members of the Board of Commissioners on an individual basis outside the confines of a formal meeting. The County Manager shall report the declaration of a Water Shortage Condition to the Board at its next regular meeting.

The declaration of a Water Shortage Condition becomes effective immediately upon issuance by the County Manager. Upon declaration of any stage of Water Shortage Condition, the County Manager shall issue press releases to local television, radio and/or print media to inform the public of the voluntary or mandatory water use restrictions. Upon declaration of a Stage II, Stage III, or Stage IV Mandatory Water Shortage Condition, the County Manager shall also cause notice of such restrictions to be either inserted into customers' water bills or separately mailed to customers as soon as reasonably practicable.

Article II
Stage I Voluntary Water Shortage Condition

Section I

In the event a Stage I Voluntary Water Shortage Condition is declared, the following guidelines shall apply:

- a. An extensive publicity campaign will be initiated using public media to inform the public of an impending or existing water shortage.
- b. Conservation measures will be encouraged and recommended.

Section II

In the event a Stage I Voluntary Water Shortage Condition is declared, the following guidelines shall apply, and the public shall be encouraged to adhere to the following:

- a. Limit car washing to the minimum.
- b. Limit lawn and garden watering to that which is necessary for plants to survive.
- c. Do not wash down outside areas such as sidewalks, patios, parking lots, service bays or aprons, etc.
- d. Do not leave faucets running while shaving or rinsing dishes.
- e. Water shrubbery to the minimum required, reusing household water when possible.
- f. Limit use of clothes washers and dish washers and when used, operate fully loaded.
- g. Use of showers for bathing, rather than bathtub, and limit showers to no more than four (4) minutes.

- h. Limit flushing of toilets by multiple usage.
- i. The use of disposable and biodegradable dishes is encouraged.
- j. The use of flow-restrictive and water-saving devices is encouraged.
- k. Limit hours of operation of water-cooled air conditioners.
- l. All residents, businesses, and institutions are requested to temporarily delay new landscape work until the water shortage has ended.
- m. Use only hoses with spring-activated nozzles when watering lawns and gardens.

Article III
Stage II Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage II Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system in a manner inconsistent with the declaration until such time as the declaration of a Stage II Mandatory Water Shortage Condition has been rescinded. In exercising the authority for declaring a Stage II Mandatory Water Shortage Condition, consideration shall be given, as applicable, to water shortage levels and available sources of supply, available usable storage on hand, drawn-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage I Voluntary Water Shortage Condition declaration is ineffective in adequately reducing demand; (ii) maintenance of the system (whether preventive or breakdown maintenance, or due to an event of force majeure) requires a reduction in demand; (iii) mandatory restrictions are required to comply with any permit for the system issued by applicable state or federal authorities; ~~or (iv) sustained water demand exceeds 95% of the Union County water system treatment and/or transmission capacity (average daily flow), then in;~~ or (v) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 2 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then upon occurrence of any such event the County Manager may issue a declaration that a Stage II Mandatory Water Shortage Condition exists. Such declaration may prohibit any one or more

of the types of water uses regulated under a Stage I, Stage III, or Stage IV Water Shortage Condition, provided that the County Manager, in his discretion and acting in the best interests of the health, safety, and welfare of the citizens, may further regulate usage on the following bases: (i) time of day; (ii) day of week; (iii) customer type, including without limitation, residential, commercial, industrial and institutional; and (iv) physical attribute, such as address. After consultation with the Board, the County Manager may also take such other measures as deemed necessary to give effect to the intent of this Ordinance.

Article IV
Stage III Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage III Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system for any purpose hereinafter set forth until such time as the declaration of a Stage III Mandatory Water Shortage Condition has been rescinded. In exercising the authority for declaring a Stage III Mandatory Water Shortage Condition, consideration shall be given, as applicable, to water shortage levels and available sources of supply, available usable storage on hand, drawn-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event ~~(i) a Stage II Mandatory Water Shortage Condition is in effect and the system demand still exceeds system capacity, then; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 3 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then in either such event~~ a Stage III Mandatory Water Shortage Condition may be declared. In addition to any voluntary and mandatory guidelines already in effect, it shall be unlawful to use water supplied by the Union County water system in the following manner:

- ~~a. To water lawns, grass, shrubbery, trees, flowers and vegetable gardens.~~
- a. To irrigate lawns and landscaping more than one (1) day per week, which day may vary for individual customers as specified by the County Manager in the declaration of a Stage III Mandatory Water Shortage Condition.
- ~~b. To fill newly constructed swimming and/or wading pools or refill swimming and/or wading pools which have been drained.~~
- b. To conduct residential vehicle washing.

- c. To wash automobiles, trucks, trailers, boats, airplanes, or any other type of mobile equipment, including commercial washing, except where such washing is required by applicable law for health-related purposes. public buildings, sidewalks, and streets, except as required for safety and/or to maintain regulatory compliance.
- d. To wash down outside areas such as streets, driveways, service station aprons, parking lots, office buildings, exteriors of existing or newly constructed homes or apartments, sidewalks, or patios, or to use water for other similar purposes. use water for dust control during construction.
- ~~e. To use water from public or private fire hydrants for any purpose other than fire suppression or other public emergency.~~
- ~~f. To operate or induce water into any ornamental fountain, pool or pond or other structure making similar use of water.~~
- ~~g. To serve drinking water in restaurants, cafeterias, or other food establishments, except upon request.~~
- e. To conduct flushing or hydrant testing programs, except to maintain water quality or other special circumstances approved by the Director in advance.
- ~~h. To operate water cooled air conditioners or other equipment that does not recycle cooling water, except when health and safety are adversely affected.~~
- f. To fill new swimming pools.
- ~~i. To use water for any unnecessary purpose or to intentionally waste water.~~

Article V

Stage IV Mandatory Water Shortage Condition

Section I: Compliance

In the event the County Manager issues a declaration of a Stage IV Mandatory Water Shortage Condition, then it shall be unlawful for any person, firm or corporation to use or permit the use of water from the Union County water system for any purpose hereinafter set forth until such time as the declaration of water shortage has been rescinded. In exercising the authority for declaring a water shortage condition, consideration shall be given, as applicable, to water storage levels and available sources of supply, available usable storage on hand, draw-down rates, the projected supply capability, outlook for precipitation, daily water use patterns and availability of water from other sources.

Section II

In the event (i) a Stage III Mandatory Water Shortage Condition exists and the system demand still exceeds system capacity, then; or (ii) Duke Power Company LLC, doing business as Duke Energy Carolinas, LLC, declares a Stage 4 Low Inflow Condition pursuant to the Comprehensive Relicensing Agreement for the Catawba-Wateree Hydro Project (FERC Project No. 2232) dated December 22, 2006, to which Union County is a party, thus compelling certain mandatory water use restrictions by Union County, then in either such event a Stage IV Mandatory Water Shortage Condition may be declared. In addition to the restrictions for Stage I, Stage II, and Stage III Water Shortage Conditions, the following restrictions shall also apply:

- a. To induce water into any pool.
- b. Use water outside a structure for any use other than an emergency involving a fire.
- c. Fire protection to be maintained by drafting of ponds, rivers, etc., wherever possible.
- d. The use of throw-away utensils and plates is encouraged and recommended at all eating establishments.
- e. To operate an evaporative air conditioner which recycles water except during operating hours of business.
- f. Use potable water for road construction practices, i.e. compaction and washing.

Article VI

Section I: Lifting of Restrictions Imposed During a Water Shortage

- a. Water Shortage Conditions will expire when the County Manager, after consultation with the Board of Commissioners and upon recommendation of the Director, deems that the condition which caused the water shortage condition has abated.
- b. The expiration or cancellation of a water shortage declaration shall be promptly and extensively publicized.

Article VII

Section I: Enforcement

- a. Compliance with the provisions of this Ordinance shall be enforced by personnel of the Union County Public Works Department, hereinafter referred to as "UCPW," independent contractors engaged by UCPW for such purpose, the Union County Sheriff's Office, and such other personnel as designated by the County Manager.
- b. The use of water from the Union County water system by a customer in violation of any mandatory water conservation control imposed pursuant to this Ordinance is unlawful. For purposes of this Ordinance, the term "customer" shall mean any person or entity in whose name Union County Public Works maintains an account for water use. Further, the refusal or failure of a customer or other person acting on the customer's behalf to cease immediately a violation of a water conservation control, after being directed to do so by a person authorized to enforce the provisions of this Ordinance, is unlawful. Each customer is responsible for any use of water that passes through the service connection associated with the customer's account or otherwise passes through the customer's private water system.
- c. Any customer who violates or permits the violation of any mandatory water conservation control imposed pursuant to this Ordinance shall be subject to civil penalties as follows: (i) a warning for the first offense; (ii) a civil penalty in the amount of one hundred dollars (\$100) for the second offense; and (iii) a civil penalty in the amount of five hundred dollars (\$500) for the third and subsequent offenses. Each day that a violation of a mandatory water conservation control occurs shall be considered to be a separate and distinct offense.
- d. Violations shall be accumulated by customers so long as this Ordinance, in any of its stages, is continuously in effect and until no stage of this Ordinance has been in effect for a period of one (1) calendar year. Violations of any mandatory water conservation control of any stage shall accumulate with violations of other stages. Should a customer move, or cease and renew service, during the period described herein, the customer's violations shall continue to accumulate as if such move or cessation had not occurred.
- e. Each civil penalty assessed against a customer pursuant to this Ordinance shall be added to the customer's water bill and shall be paid in the same manner as the payment of water bills. A customer's partial payment of a water bill shall be applied first to satisfaction of the civil penalties. Failure to pay all or any portion of a water bill, including any civil penalty assessed pursuant to this Ordinance, in a timely manner may result in the termination of water service.
- f. Any violation of the provisions of this Ordinance shall constitute a Class 3 misdemeanor, punishable upon conviction by a fine not to exceed Five Hundred Dollars (\$500.00) or imprisonment not exceeding twenty (20) days as provided by N.C.G.S. 14-4.

- g. The violation of any water conservation control or provision of this Ordinance may be enforced by all remedies authorized by law for noncompliance with county ordinances, including without limitation all remedies authorized pursuant to N.C.G.S. 153A-123.

Article VIII

Section I: Discontinuance of Service

In addition to the payment of any civil penalty assessed pursuant to Article VII of this Ordinance, a customer shall be subject to termination or restriction of water service following four or more violations of any water conservation control imposed pursuant to this Ordinance. Water service will not be restored at such service connection until the customer agrees to such terms as determined by the Director to be reasonably necessary or advisable to ensure the customer's compliance with such water conservation controls as are then in effect or may be imposed pursuant to this Ordinance and the payment of all the customer's obligations, including, without limitation, all outstanding charges for water service, civil penalties and all other fees, amounts and penalties charged in accordance with the provisions of this Ordinance. If a customer violates such a term or condition, the customer shall be subject to a civil penalty of up to \$1,000.00 in addition to any other remedy that may be authorized by law or agreement and termination of water service through such service connection for up to a minimum period of 15 days. Service may be restored thereafter in accordance with the provisions of this Article.

A customer whose water service is terminated pursuant to this Article shall not be entitled to notice and an opportunity for a hearing in advance of such termination. Although service of notice and an opportunity for hearing are not conditions precedent to termination of service, UCPW will endeavor to provide such notice as soon as reasonably practicable after a decision is made to terminate such service. A customer whose service is terminated pursuant to this Article or who receives notice of such a termination shall have five calendar days after termination of service or receipt of notice of termination, whichever is later, to appeal such termination to the Director, or his/her designee, by delivering a written notice of appeal. A hearing shall be held on such appeal within three business days of receipt of the notice of appeal, or by such other date as approved by the Director, or his/her designee, and the customer.

Article IX

The following shall apply at all times to the outdoor sprinkling of lawns, shrubbery, trees, flowers, gardens, and other outside irrigation systems. By January 1, 2008, all irrigation systems equipped with a timer shall be equipped with rain sensors as approved by UCPW. Rain sensors shall be activated to prevent the system from operating after one fourth (1/4) inch of rain has fallen.

Article X

Section I: Severability

If any section, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to such section, subdivision, clause or provision so adjudged, and the remainder of this Ordinance may be declared valid once effective.

Article XI

Section I: Effective Date

This Ordinance originally became effective on July 13, ~~1992, and~~ 1992. It was subsequently amended and restated effective August 5, 2002. It was amended and restated a second time on June 4, 2007, with the proviso that any declaration of a Water Shortage Condition made prior to June 4, 2007, and not rescinded was to remain in full force and effect and that any warnings issued prior to June 4, 2007, would constitute a first offense under Section 1(c) of Article VII.

This ~~second~~ third amendment and restatement of this Ordinance shall become effective upon adoption by the Board of Commissioners on ~~June 4,~~ October 15, 2007 (the "Effective Date"). The Ordinance is restated in this manner solely to facilitate review by the reader by obviating the need to integrate multiple documents. Any declaration of a Water Shortage Condition made prior to the Effective Date and not rescinded shall remain in full force and effect, and any warnings issued. Though amended, this Ordinance shall be deemed to be continuously in effect such that enforcement of violations committed prior to the Effective Date shall constitute a warning for first offense under Section 1(c) of Article VII continue unaffected.

Document comparison done by DeltaView on Thursday, October 11, 2007 4:05:26 PM

Input:	
Document 1	file://C:/Documents and Settings/crook/My Documents/Documents/Central Administration/Ordinances/Water Conservation/2007 Amendments/Final Ord. - Penalty Amendments.doc
Document 2	file://C:/Documents and Settings/crook/My Documents/Documents/Central Administration/Ordinances/Water Conservation/2007 Amendments/Final Ord. - Revised Stage 3.doc
Rendering set	Standard

Legend:	
<u>Insertion</u>	
Deletion	
Moved from	
<u>Moved to</u>	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	22
Deletions	19
Moved from	2
Moved to	2
Style change	0
Format changed	0
Total changes	45

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: ~~October 1, 2007~~ ^{October 15, 2007}

Action Agenda Item No. 6
(Central Admin. use only)

SUBJECT: User Fee Policy and Revisions to Various Fees

DEPARTMENT: Finance
Parks and Recreation
Public Works

PUBLIC HEARING: No

ATTACHMENT(S):	INFORMATION CONTACT:
User Fee Policy	Kai Nelson
Parks and Recreation Fees	Wanda Smith
Solid Waste Fees	Christie Putnam
Survey of other solid waste fees	
	TELEPHONE NUMBERS:
	704.292.2522
	704.843.3919
	704.296.4212

DEPARTMENT'S RECOMMENDED ACTION: Adopt User Fee Policy and Schedule of Fees and Charges for Parks and Recreation (effective January 1, 2008) and Solid Waste (effective January 1, 2008)

BACKGROUND: Numerous County programs and services charge fees in an effort to lessen the tax burden on the general public in providing those services and encourage/discourage demand levels for those services. Over the past several months, public health, parks and recreation and solid waste have presented to the BOCC proposed adjustments to their schedule of fees and charges. In each instance, the BOCC has initially deferred action on the proposed fee adjustments pending further review by staff and various advisory committees.

Following the most recent deferrals and BOCC discussions, County staff concluded that it would be helpful to first establish a "framework" for the establishment of user fees. With the establishment of a BOCC policy regarding user fees, County staff and departments are in a better position to recommend fees based on the principles established by the Board.

Parks and Recreation Fees. The proposed fee schedule has been reviewed twice by the Parks and Recreation Advisory Committee. The fee schedule incorporates several principles. First, where appropriate (based on compatible facilities), Parks and Recreation surveyed fee structures of NC and SC State, municipal, county, and private parks and campgrounds. Second, Parks and Recreation reviewed demand levels (e.g. annual campsites, cabins, family and group

camping) for several programs. High demand levels (waiting lists, reservation backlogs) generally resulted in higher fees. Third, Parks and Recreation tempered the fees based on customer acceptance and affordability (generally focusing on "families").

The FY2008 budget contains approximately \$470K in budgeted revenue. The current rate structure generates about \$370K annually. The proposed fee schedule, once implemented on an annual basis, will generate approximately \$530K annually.

Solid Waste Fees. Public Works and Finance conducted a comprehensive analysis of municipal solid waste (MSW) and construction and demolition (C&D) programs. FY2008 budget costs were allocated to program categories of "municipal" solid waste (residential/commercial/industrial), C&D and recycling. Restricted revenues were also allocated to the benefitting programs.

The current rate of \$39/ton for municipal household waste was determined to be adequate and sufficient to recover our operating and capital costs for FY2008. The current C&D rate of \$24/ton was determined to be inadequate to cover operating, capital, closure and post-closure costs. A rate of \$28.50/ton is necessary to recover those costs with \$16.00 allocated to operating/capital costs and \$12.50 allocated to closure and post-closure costs. Current closure costs are estimated at \$3.9 million.

The General Assembly enacted a \$2.00 solid waste excise tax on the disposal of municipal solid waste and construction and demolition debris effective July 1, 2008 to assist the State in remediating "orphaned" landfills. When the FY2009 budget is developed and rates established to recover costs, an additional \$2/ton will be assessed in order to recover those new regulatory costs.

Information on area solid waste fees is attached. MSW fees are in the range of \$28-\$44 (compared to the County's recommended rate of \$39) with C&D rates in the range of \$20-\$42 (compared to the County's recommended rate of \$28.50).

FINANCIAL IMPACT: See background information

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

County of Union User Fee Policy

User fees are an allowable manner of paying for services that generate direct benefits to persons who receive the service. The County encourages the establishment of fees at a level that maximizes revenues. Fees shall be developed based on the cost of providing services and countywide goals and objectives as set by the Board of Commissioners. All user fees shall be evaluated annually with adjustments, if any, included as part of the annual budget process and presented to the Board of Commissioners.

Fees charged to individuals or organizations for participation in government-regulated activities, such as building permits, land disturbance fees, and code enforcement permits, are considered "regulatory fees." Regulatory fees shall be set at a level that strives to recover full costs (direct and indirect costs, such as depreciation or usage costs associated with capital assets) of providing the service, unless statutory restrictions limit the fee amount.

Non-regulatory fees are charged for a wide variety of services; therefore, more in depth criteria must be used in establishing the fees. There are two primary purposes for non-regulatory fees: 1) to influence the use of the service and 2) to increase equity. The determination of the level of cost recovery varies based on the degree to which each purpose applies.

In the broadest terms, the primary cost recovery principle is that users pay for private goods or services and that the public pays for public goods or services. This primary cost recovery principal shall be moderated by the following:

1. Goods or services provided to specific, identifiable recipients shall be self-sustaining and therefore, shall be financed through user fees
2. User fees shall be set at a level that is competitive in the marketplace and strives to recover full costs (direct and indirect costs, such as depreciation or usage costs associated with capital assets) except when:
 - a. free or subsidized service provides a significant public benefit;
 - b. the County has determined that it should influence personal choice to achieve community-wide public benefits;
 - c. full cost recovery would result in reduced use of the service or limit access to intended users thereby not achieving community-wide public benefits;
 - d. the cost of collecting the user fees would be excessively high;
 - e. ensuring the users pay the fees would require extreme measures.

Modification to full cost recovery principles shall be made only after considering the anticipated impact of an exception on the users of a service, the cost of making an exception and whether it would be practical to provide the required financial relief through a grant to a user group or groups.

Union County
Solid Waste
Schedule of Fees and Charges
Effective January 1, 2008

Deleted: July 1

Deleted: 6

Municipal household waste - \$39.00 per ton [unchanged from current \$39.00 per ton]

Construction and demolition waste - \$28.50 per ton [from \$24.00 per ton]

Deleted: 4

Deleted: (FY2005 was \$20/ton)

Yard waste and pallets - \$30 per ton

Recyclable materials from commercial haulers - \$40 per ton credit

Municipal household waste deposited at convenience sites - \$0.25 cents per bag

From: Frances Baucom/UnionCounty
To: Mark Tye/UnionCounty@UnionCounty

Date: Wednesday, June 20, 2007 11:10AM

Subject: MSW & C/D FEES

History: ↩ This message has been forwarded.

MARK, THE TIPPING FEES I FOUND THIS MORNING ARE AS FOLLOWS:

Queen City Transfer Station (Meck. Co)
Both C&D and MSW Are \$42.00 Per Ton with a 2 Ton Minimum

Iredell County Transfer Station
7/01/07 C&D \$30.00 per ton up from \$22.00
MSW \$43.00 per ton up from \$41.00

Randolph County Transfer Station
C&D \$25.00 Per ton
MSW \$44.00 Per ton

Richmond County Transfer Station
C&D \$45.00 per ton
MSW fees included in taxes

Anson County Landfill
C&D \$29.05 per ton
MSW \$41.00 Per ton

Moore County Landfill
C&D \$36.75 Per ton
MSW \$36.53 per ton

Cabarrus County
C&D \$22.00 per ton with a min. of \$22.00
MSW \$32.00 per LOAD, no longer accept residential MSW

Fox Hole C&D \$35.00 per ton, No MSW accepted

Stanly County
C&D \$20.00 per ton
MSW \$28.00 per ton Minimum Charge on both \$5.00

If you need further info, let me know.

On the Wax Cardboard, Mecklenburg takes this but separates it out and landfill it.
In the process of recycling the OCC, knives are used in the process of recycling in the machines and the wax on the OCC clogs up the knives and makes it cost prohibitive.
Also the USDA has regulations on the strength of packaging cardboard and the wax decreases the strength and therefore does not pass USDA Regs.

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT
Meeting Date: 9/4/07

Action Agenda Item No. _____
(Central Admin. use only)

SUBJECT: Schedule Amending Parks and Recreation Fees

DEPARTMENT: Parks & Recreation **PUBLIC HEARING:** No

ATTACHMENT(S):
Memorandum to Board
Advisory Comm. Recommendation

INFORMATION CONTACT:
Wanda Smith, Director
Andy Williams, Chairman Adv. Com.

TELEPHONE NUMBERS:
704-843-3919
704-363-3692

DEPARTMENT'S RECOMMENDED ACTION: Adopt Amended Parks and Recreation Schedule of Fees and Charges. Approve Amended Fees and Charges to begin January 1, 2008.

BACKGROUND: Presented Fees and Charges to BOCC on 6/18/07. At request of Board, Advisory Committee revisited the fee structure. The Parks and Recreation Advisory Committee Recommends a change to the Non-Resident Annual Campsite Fee on page 5, as reviewed and recommended by Internal Auditor. All other fee recommendations remain the same as presented on 6/18/07.

FINANCIAL IMPACT: Changes in Fees presented represents an increase to revenue of an estimated \$160,000.

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



**UNION COUNTY PARKS & RECREATION DEPARTMENT
CANE CREEK PARK**

5213 HARKEY ROAD, WAXHAW, NORTH CAROLINA 28173
PHONE • 704-843-3919 FAX • 704-843-4046
WANDA M. SMITH, DIRECTOR

MEMORANDUM

TO: UNION COUNTY BOARD OF COMMISSIONERS

VIA: LYNN WEST, CLERK TO THE BOARD

FROM: WANDA SMITH, DIRECTOR *Wanda Smith*
PARKS & RECREATION

DATE: AUGUST 24, 2007

RE: INCREASE IN FEE STRUCTURE AT CANE CREEK PARK

The Parks and Recreation Advisory Committee revisited an increase in fee structure at Cane Creek Park as requested by the BOCC at the June 18, 2007 Board meeting. The Parks and Recreation Advisory Committee recommends a change to the Non-Resident Annual Campsite Fee (on page 5), as reviewed and recommended by the County's Internal Auditor. All other fee recommendations remain the same as presented on 6/18/07.

Changes in Fees presented, represents an increase to revenue of an estimated \$160,000. The Parks and Recreation Advisory Committee along with the Parks and Recreation Staff, requests BOCC approval of recommended Fee Changes to become effective January 1, 2008. This will allow staff the time needed to prepare printed documentation of new Fees and Charges and to advertise these changes to the public.

I am available to answer any questions you may have in this matter, at your convenience.

cc: Kai Nelson, Finance Director

CANE CREEK PARK

PHONE (704) 843-3919

(effective 7/01/02)

DAY USE AREA FEES

Entrance	Pedestrian	\$ 1.00
	Trail (bike or horse)	\$ 2.00
	Vehicle	\$ 3.00
	Vehicle (15 capacity)	\$10.00
	Vehicle (16+capacity)	\$15.00
Boat Access		\$ 3.00
Fishing	6 & older	\$ 1.00
Swimming	6 & older	\$ 3.00
	2-5 yrs. of age	\$ 1.00
	under 2	FREE
Rowboat/	1 hour	\$ 4.00
Canoe Rental	2 hours	\$ 7.50
	4 hours	\$ 15.00
	8 hours	\$ 25.00

NOTE: 1. \$5.00 deposit charged in addition to rental fee.
2. Rental includes paddles and life jackets.
3. Renter must be at least 18 years of age and occupy boat at all times. Renter must comply with conditions of boat's capacity plate which may vary depending on size and shape of boat.

Life Jacket/Paddle Rental \$ 2.00

NOTE: 1. \$5.00 deposit charged in addition to rental fee.

Pedalboat Per person/per ½ hr. \$ 2.00

Equip. Rental Volleyball/horseshoes \$ 1.00

NOTE: 1. \$10.00 deposit charged in addition to rental fee.

Pontoon Boat \$ 2.00

Softball Field / (see Field Rental Fee Schedule)

Miniature Golf \$ 1.50

Senior Citizen Permit \$ 2.00

(Union County Residents 65+ yrs of age) (Covers entrance/fishing)

Individual Annual Permit \$100.00

(Union County Residents only) (Covers entrance/fishing/boat access/miniature golf/bike & horse trails)

Family Annual Permit \$175.00

(Union County Residents immediate household only)
(Maximum 5 people - \$20.00 ea. additional) (Covers entrance/fishing/boat access/mini. golf/bike & horse trails)

Non-Resident Individual Annual Permit \$125.00

(Covers entrance/fishing/boat access/mini. golf/bike & horse trails)

Non-Resident Family Annual Permit \$200.00

(Maximum 5 people – immediate household only)
(Covers entrance/fishing/boat access/mini. golf/bike & horse trails)
(\$20.00 each additional family member)

Day Pass Ages 2 and older \$ 5.00

(Purchased at entrance only) (Covers unlimited day swim/pedalboats/mini. golf) **NO REFUNDS!** (Rain checks issued only if beach closes for day with less than 2 hours of use)

Replacement Copy \$ 2.00

Park Permits/Discount Passes

Late Departure Fee \$ 25.00

Per hour for departure after posted gate closing time (Gate Closing times are posted at main entrance) (non-prorated)

CAMPING FEES

Visitor/Guest Entrance Fee Nightly \$ 2.00/car plus \$ 2.00/person
Visitors must leave campground prior to "Quiet Time" (10:30 p.m.)

Family Camping Area (FCA)

Water and Electric Nightly \$ 20.00

Water, Electric & Sewer Nightly \$ 25.00

(Maximum 6 people including guests)

(1 camper and 1 tent, or 2 tents maximum, includes/pup tents)

(Canopy may be used over picnic table)

FCA WEEKLY RATE

Water and Electric Weekly \$120.00

Water, Electric & Sewer Weekly \$150.00

(Must be paid in advance for 7 nights) **No Refunds!**

NOTE: GCA is by reservation only unless FCA/WCA have no vacancies.

Group Camping Area (GCA)

Small Site (E, G, I, K, L, M, O) Nightly \$ 25.00

(Maximum 20 people)

Large Site (F, H, J, N) Nightly \$ 35.00

(Maximum 30 people)

Wilderness Camping (WCA)

(Maximum 5 people/2 tents) Nightly \$ 15.00

Cabin Rental Fee

(Mar. – Nov.) (Mon.-Thurs.) Nightly \$ 45.00*

(Fri.-Sun.) Nightly \$ 55.00*

(Mon.-Sun.) 7 nights \$275.00*

*(Rate covers 4 people)

(Additional @ \$5.00 ea./night – maximum 6 people)

(Weekly rate must be paid in advance for 7 nights. **No Refunds!**)

(One (1) four (4) person tent may be set up on site for additional group rate.)

DISCOUNTS:

Union County, NC resident with valid I.D. receives a 25% discount on above camping rates.

Senior Citizen (65+ years of age) receives a \$1 per night discount on above camping rates.

(1 discount maximum per site)

Cabin Rental Fee (Dec.-Feb.) Nightly \$ 25.00*

(No other discounts apply)

Security/Key Deposit \$ 25.00

Annual Campsites

Resident:

Waterfront (3,5,7,9,11,13,15,17,19,21,23,25,27,29,31,33,35)

\$1,500/yr.

Non-Waterfront (2,4,6,8,10,12,14,16,18,20,22)

\$1,250/yr.

Non-Resident:

Waterfront (3,5,7,9,11,13,15,17,19,21,23,25,27,29,31,33,35)

\$1,750/yr.

Non-Waterfront (2,4,6,8,10,12,14,16,18,20,22)

\$1,500/yr.

Annual Campsite Security/Key Deposit \$100.00

Campground Shelters: Shelters are for registered campers only and may be shared at no charge. Camping groups may reserve a shelter if all individuals are camping. Groups not camping and requesting use of these shelters will be referred to the Day Use Area. Published shelter and entrance fees will be required.

CITY PARKS & RECREATION Park / Day Use Area	CURRENT	STAFF	ADVISORY	AT CURRENT	AT PROPOSED
	FEE	PROPOSED	COMMITTEE	RATE	RATE
	Effective 7/1/2002	FEE	RECOMMENDATION		
	\$1.00	\$1.00	\$1.00		
(horse)	\$2.00	\$3.00	\$3.00		
	\$3.00	\$4.00	\$4.00	80,900	108,000
(capacity)	\$10.00	\$15.00	\$15.00		
(capacity)	\$15.00	\$20.00	\$20.00		
\$	\$3.00	\$4.00	\$4.00	14,700	19,600
	\$1.00	\$2.00	\$2.00	15,900	31,800
	\$3.00	\$4.00	\$4.00	31,000	41,333
	\$1.00	\$2.00	\$2.00		
	FREE	FREE	FREE		
BOAT RENTAL					
	\$4.00	\$5.00	\$5.00		
	\$7.50	\$9.00	\$9.00	22,900	27,500
	\$15.00	\$18.00	\$18.00		
	\$25.00	\$30.00	\$30.00		
it charged in addition to rental fee	\$5.00	\$10.00	\$10.00		
des paddles and life jackets					
be at least 18 yrs. of age					
boat at all times. Renter must comply					
ns of boat's capacity plate which may					
ng on size of boat selected.					
PADDLE RENTAL					
	\$2.00	\$3.00	\$3.00		
it charged in addition to rental fee	\$5.00	\$10.00	\$10.00		
	\$2.00	\$3.00	\$3.00		
RENTAL					
	\$1.00	\$5.00	\$5.00		
isit charged in addition to rental fee	\$10.00	\$10.00	\$10.00		

CITY PARKS & RECREATION Park / Day Use Area	CURRENT	STAFF	ADVISORY	AT CURRENT	AT PROPOSED
	FEE	PROPOSED	COMMITTEE	RATE	RATE
	Effective 7/1/2002	FEE	RECOMMENDATION		
Reservation Fee) (see Attached)	1 Hour N/A	1 Hour \$10.00	1 Hour \$10.00		
	2 Hour N/A	2 Hour \$20.00	2 Hour \$20.00		
Court (Reservation Fee) (see Attached)	1 Hour N/A	1 Hour \$8.00	1 Hour \$8.00		
	2 Hour N/A	2 Hour \$16.00	2 Hour \$16.00		
Tennis (Reservation Fee) (see Attached)	1 Hour N/A	1 Hour \$4.00	1 Hour \$4.00		
	2 Hour N/A	2 Hour \$8.00	2 Hour \$8.00		
FIELD (See Athletic Field Rental Fee Schedule)		SAME	SAME		
MINIATURE GOLF	\$1.50	\$2.00	\$2.00	4,300	5,733
BOAT LAUNCH PERMIT	\$2.00	\$5.00	\$5.00	78	195
City Residents 65+ yrs. of age Boat launch and fishing Over State License Requirements					
ANNUAL PERMIT	\$100.00	\$150.00	\$150.00	2,900	4,350
City Residents only Boat launch/fishing/boat access/miniature golf/ trails Over State License Requirements					
ANNUAL PERMIT	\$175.00	\$225.00	\$225.00	1,575	2,025
City Residents/immediate household only people - \$20.00 ea. Additional Boat launch/fishing/boat access/miniature golf/ trails Over State License Requirements					

Y PARKS & RECREATION PARK / CAMPGROUND	CURRENT FEE	PROPOSED FEE	ADVISORY COMMITTEE RECOMMENDATION	AT CURRENT RATE	AT PROPOSED RATE
ENTRANCE FEE					
per person	\$2.00/\$2.00	Flat rate of \$10.00/Car	Flat rate of \$10.00		
leave campground prior to 10:30 p.m.					
CAMPING AREA (FCA)					
per site Nightly	\$20.00	\$25.00	\$25.00	64,000	80,000
per site Sewer Nightly	\$25.00	\$30.00	\$30.00	16,000	19,200
per site for 2 people including guests and 1 tent, or 2 tents maximum (includes pup tents) picnic tables to be used over picnic tables					
RV RATES					
per site	\$120.00	\$150.00	\$150.00		
per site Sewer	\$150.00	\$180.00	\$180.00		
Booked in advance for 7 nights					
CAMPING AREA (GCA)					
per site by reservation only unless FCA/WCA					
per site vacancies					
per site (G,I,K,L,M,O) nightly	\$25.00	\$30.00	\$30.00		
per site for 2 people/4 Tents (F,H,J,N) nightly					
per site for 2 people/6 tents per Boat Trailer counts as one vehicle					
CAMPING AREA (WCA)					
per site for 2 people/2 tents per site	\$15.00	\$20.00	\$20.00		
CAMPING AREA (HCA)					
per site for 2 people/2 tents/1 trailer per site	\$15.00	\$20.00	\$20.00		

Y PARKS & RECREATION PARK / CAMPGROUND	CURRENT	PROPOSED	ADVISORY	AT CURRENT	AT PROPOSED
	FEE	FEE	COMMITTEE RECOMMENDATION	RATE	RATE
SHelters					
for registered campers only and may be charge.					
Groups may reserve a shelter if all individuals					
Camping and requesting use of these					
be referred to the Day Use Area.					
Shelter and entrance fees will be required.					
EA		SAME	SAME		
(Worksheet)		(Admin. Fee will change if approved by the Board)			
LDS		SAME	SAME		
(see Schedule)		(Admin. Fee will change if approved by the Board)			
ZEBO / CANOPY / PICNIC PADS		SAME	SAME		
(see Sheet)		(Admin. Fee will change if approved by the Board)			
				370,248	529,601

UNION COUNTY PARKS AND RECREATION

5213 Harkey Road, Waxhaw, NC 28173 Phone: 704.843.3919

DATE _____

Athletic Fields Rental Fee Schedule

	<u>Practice Session*</u>	<u>½ Day**</u>	<u>Full Day ***</u>
Resident	\$15.00	\$50.00	\$80.00
Non-Resident	\$30.00	\$100.00	\$160.00
Lights Resident	\$15.00		
Lights Non-Resident	\$30.00		

* Practice Session= Up to 2 hours; ** ½ Day = Up to 5 hours; *** Full Day = Up to 10 hours

Special Events

Per Field/Tournament

Per Field/Spectators

Resident	\$125.00	\$150.00 plus 20% net gate/concessions
Non-Resident	\$250.00	\$300.00 plus 20% net gate/concessions
Lights Resident	\$ 15.00	
Lights Non-Resident	\$ 30.00	

User/Group Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Day Phone: _____ Evening Phone: _____

Location Requested: Cane Creek Park _____ Fred Kirby Park _____ Jesse Helms Park _____

Type Field Requested: Ball Field _____ Soccer Field _____

Number of Field (if known): #1 _____ #2 _____ #3 _____ #4 _____ #5 _____ #6 _____

Date of Use: _____ Time Period Requested: _____

Requirements to Reserve Field:

- ◆ Field use will be by reservation only. **RESERVATION REQUESTS ARE TAKEN MONDAY – FRIDAY (EXCLUDING HOLIDAYS) FROM 8:30 A.M. – 4:30 P.M.** An administrative fee of \$2.00 will be charged for each reservation made, and for each change requested after the initial reservation has been completed.
- ◆ Reserved fields must be paid in full within 10 working days (Monday – Friday) of the date the request was made and must be received 48 hours prior to use. Reservations made less than two weeks in advance must be paid in full at the time reservation is made.
- ◆ Clean-up and damage deposit may be charged in advance and refunded if not used. Costs in excess of deposit will be billed when necessary.
- ◆ Signature on request form accepts complete responsibility.
- ◆ All regulations must be followed (see reverse side and attachment).
- ◆ 51% of Team Members residing in Union County qualifies for Resident Rate.
(attach a roster of team members including name, complete address, and phone number)

Total # of Team Members _____	FIELD RENTAL COST	\$ _____
# of Union County residents _____	Administrative Fee	\$ <u>2.00</u>
# of non-residents _____	TOTAL AMOUNT DUE	\$ _____

Signature of Responsible Person: _____

(over)

- ◆ Field reservations for either a tournament or spectator event requires a clean-up deposit of **\$50.00 - \$500.00**, depending upon the nature of the event and recommendation of the Parks and Recreation Director. If the facility is left in satisfactory condition, all conditions are met, and no damages are reported, the deposit may be refunded in full. A designated employee of the Parks and Recreation Department will inspect and release the facility. Processing of the refund may take several weeks. Union County Parks and Recreation Department may elect to clean the facility at the end of the reservation. In such cases, depending on the cleaning time required, Parks and Recreation may retain all or part of the deposit.

UNION COUNTY PARKS AND RECREATION

RULES AND REGULATIONS

Amended 2/21/2005

VEHICLES: All motorized vehicles, cars, trucks, motorcycles, recreational vehicles and bicycles shall be confined to designated roads and parking areas. No person shall operate a vehicle on any path, trail, service road or in any other area of the Park not designated or customarily used for that purpose. No vehicles except authorized maintenance equipment will be allowed on any athletic field.

PARKING: No owner or driver shall cause or permit a vehicle to remain parked in any area of the Park outside of designated parking areas.

SPEED LIMIT: No vehicle shall be operated at a rate of speed in excess of ten (10) miles per hour inside the Park.

CAMPING: No camp shall be set-up or maintained in the Park, except as specifically designated, and with written permission only.

BOATING: Boating of any kind is prohibited on Park waters, except as specifically designated, and with written permission only.

SWIMMING: No person shall swim in the waters of the Park, except as specifically designated, and with written permission only.

FLORA, MINERALS AND STRUCTURES: No person shall cut, injure, deface, remove or disturb any tree, shrub, building, fence, bench, table, or any other structure, apparatus or property; or pick, cut, or remove any tree, shrub, flower or rock; or mark, write or carve upon any building, fence, bench, table or any other structure in the Park.

ANIMALS: No person shall cause or permit any animal owned by him or under his control, except when on a leash not exceeding six feet in length to enter the Park. Dogs and other animals shall not be allowed within the fenced ballfield, swim areas, or inside buildings. Where animals are found to be disturbing or dangerous, their owners will be asked to remove them from the Park.

HORSES: Horseback riding is prohibited on Park property, except as specifically designated, and with written permission only.

HUNTING: Union County Parks are designated WILDLIFE Refuge. No person within the confines of the Park shall hunt, pursue, trap, shoot, injure, kill, or molest in any way any animal.

FISHING: No person shall fish in any waters of the Park, except as specifically designated, and by written permission at such times as designated by Park authorities. North Carolina Inland Fishing Regulations must be complied with at all times. Night fishing from boats is prohibited in designated waters without written permission.

FIREARMS: Unless otherwise provided by law, no person shall possess, carry, use or discharge any type of firearms, airguns, or any other weapon within the Park; authorized Park personnel or law enforcement officers excepted.

FIRES: No person shall make, kindle or tend an open fire other than in grills or in designated places provided for such. All fires shall be under the direction and care of a responsible adult continuously from the time it is kindled until it is permanently extinguished by person or persons building same.

FIREWORKS AND EXPLOSIVES: No person shall have, bring or set off in the Park any fireworks or explosives of any type, without written permission or proper county permit.

LITTER: No person shall deposit any garbage, refuse, sewage, foodstuffs, boxes, cans, paper or any other types of litter or waste material, except in receptacles provided for such purposes. Persons depositing trash from outside Park grounds, in receptacle provided by Union County, will be charged within all applicable limits of the law.

POLLUTION: No person shall bathe self, dogs or any other animal, wash vehicles or clothing in any waters of the Park. No person shall throw, deposit or discharge any substance, liquid or solid, which may result in the pollution of the streams, ponds, or other waters of the Park.

DISORDERLY CONDUCT: No person shall use abusive, profane or insulting language, unreasonably disturb or annoy others, or do any act amounting to or with the intent to a breach of peace or conduct himself in any disorderly manner.

ALCOHOLIC BEVERAGES: As per the County Ordinance Pertaining to Public display of Alcoholic Beverages on Property Owned by Union County: Alcoholic beverages are prohibited on any property owned by Union County; any person who violates any provision of this ordinance shall be guilty of a misdemeanor.

GAMBLING: Gambling or betting in any form is prohibited.

COMMERCIAL ENTERPRISES: No person shall, without a written permit, offer, sell or solicit for sale, lease or rent any goods, merchandise or services within the Park.

ADVERTISING: No person shall distribute any circulars, cards or written matter; or post, paste or affix any placard, notice or sign within the Park, without written permission.

HOURS OF OPERATION: The Park will be open throughout the year during posted hours of operation. No person, except authorized Park personnel shall be allowed within the Park prior to or after these posted hours without written permission.

ATHLETIC FIELDS: Use of athletic fields is by reservation only. For information call 704.843.3919, Monday through Friday, between the hours of 8:30 a.m. and 4:30 p.m.

ENFORCEMENT: Failure to abide by posted regulations governing Union County Park's will subject offender to temporary or permanent exclusion, or criminal prosecution. In the event of revocation of any permit, all monies paid shall be forfeited by the offender and retained by Union County.

Today's Date: _____

FESTIVAL AREA RENTAL WORKSHEET

NAME OF GROUP & DATE REQUESTED: _____

Agreement Type	(** 50% of Fee must be paid to confirm reservation)	Suggested Fee	Rental Cost
Rental Only	(Limited Legal Requirements Needed)		
	Up to 200 people/guests	\$300	
	201-400 people/guests	\$500	
Contract Required	(Cover Administrative & Legal Requirements)		
	401-800 people/guests	\$800	
	801-1500 people/guests	\$1,200	
	1501-3000 people/guests	\$1,800	
	3001 - 4500 people/guests	\$2,500	
Approved Non-Profit Organization Discount (501C3)		Less 25% Agreement Fee	
Discount for Handling of Contract in Timely manner:		Subtotal	
	Discount for submitting error-free paperwork within 30 calendar days of event.		
	Contract	-\$250	
	Rental	-\$100	
Late Agreement Fee	If all paperwork not correctly filled in and submitted to Park Director in proper timeframe. (Five business days prior to event)	\$100 per business day.	
Additional Days Fee	Cost per each additional day of event.	25% Above Agreement Fee	
Set-Up Days Fee	Daily fee for using premises for set up of event.	10% Above Agreement Fee	
Preparation Fees	Cover preparing fields (mow, pesticide, water hook-ups.)		
	Cane Creek: Main Field	no charge	
	Additional Parking Field	\$250	
	Other Parks:	To be determined	
		Total Rental Charges	
ADDITIONAL FEES UPON SPECIAL REQUEST.			
Additional Labor/Mach. Fee	Up to 8 hours for Machinery and Operator for additional.	\$250	
After Hours Charge (per hr.)	Requires Duty Ranger and Main. Mech. (Minimum of one hour and not pro-rated)	\$50 per hour	
Cost Per Vehicle Entrance	Cost for overflow parking outside festival area (unless parking to wet to park in festival area)	Same as Gate Entry	
Cost for Tent	Includes pitching and recovery of tent (if available / 20' x 30').		
	Cane Creek Park	\$100 each	
	Off-site Park	\$150 each	
Cost per Picnic Table	Includes locating tables at agreed location		
	Cane Creek Park:		
	(Must be multiples of three)	\$50 per 3	
	Jesse Helms Park:		
	(Must be multiples of 8: Trailered in)	Min of 8 @	\$125
		Max of 16 @	\$200
Cost for Portable Stage	(When available: includes labor for setup)	\$150	
Charcoal Grill or Fire Pit	(includes placement and recovery)	\$25	
Hourly rate per person for additional requests	Minimum of 1 hour and not prorated.	\$25	
Hourly rate for additional machinery tasks.	Minimum of 1 hour and not prorated.	\$25	
Electrical Charges	Will be charged based on meter reading	Case by Case Basis	
		Total Additional Fees	
		Total Rental Charges	
		Total Charges	

As requested, for the 10/1/07 Commissioners agenda, item 7. **User Fee Policy and Revisions to Various Fees:**

- Can we go up on fees across the board for Non-Residents and be able to manage those different fees?

I believe it would be difficult to increase fees across the board for Non-Residents only. However, if the BOCC wishes to do this in particular areas, it would be more manageable. On the attached chart, items that we believe are manageable for increases, above those recommended, are highlighted in green. Those marked in yellow, we believe would cause too much of a back-up or problem in determining/verifying residence.

Currently the Day Use Area Fees are set at one rate. Residents and Non-Residents alike pay the same fees. The number of visitors to this area of the Park is tremendous, with cars backed out into the state roadway on most weekends. To slow this traffic down even more, by requiring each driver to prove his residence before collecting fees, would not be wise. Certain items where driver's licenses are already required to be checked can easily be verified for fee increases.

That is not to say that we as Parks and Recreation Staff, or that the Parks and Recreation Advisory Committee would support increases above those recommended. Many of our current rates are already above the rates identified in nearby State Parks (Morrow Mtn., Andrew Jackson) and surrounding Mecklenburg, Cabarrus, Stanly, Lancaster County facilities.

The Parks and Recreation Staff and the Parks and Recreation Advisory Committee have reviewed these increases on two separate occasions and believe these increases are border line and in some cases exceed the maximum the market will bear.

Union County Parks and Recreation, has in the past exceeded revenue collections for the type facilities we provide. Across the State, Parks and Recreation Departments have never been intended to be for-profit agencies, but are indeed service providers. Two years ago, we were able to return approximately 33% of expenses to the County's General Fund. The norm across the state is 10%-15% return on expenditures. This past year, with the upgrade to facilities and addition of new venues at Cane Creek Park, and the change in process of Athletic Field Rentals, we have been able to increase that return to approximately 48%. That rate of return is unheard of across the State.

We will certainly accept and initiate any and all decisions made by the BOCC; however, it would be unfortunate to see the number of visitors, as well as revenue decline, due to an excessive and overwhelming increase in fees that many Union County Residents cannot support.

Comments below are provided by other senior staff members.

Rowboats/Canoe Rentals:

This would be managed through Driver's License. People with zip codes in Union County would receive the discount.

Pros:

We already ask for Driver's License.

Cons:

1. Since we already ask for Driver's license for issuing fishing license it is a known fact that many individuals have moved and the license is not current. Example: My daughter's family has moved 5 times in the last six years. As with most people, she does not get her address undated after every move.
2. This will create an "unpleasant task" to enforce. Our full-time staff and our seasonal staff will be placed in a difficult situation, normally when we are the busiest. We may lose employees due to the added stress. (People will "fight" to save a dollar).
3. People will register for other people to get the lower rate and will not be on the boat which is required.
4. Does not allow time for corrections to be made with the license before the purchase (rental). They would not be able to rent our boats that day and receive the county discount, if license is inaccurate.
5. Will the "pain" be worth the "gain"?

Non-Resident Permit:

Easy to check; either driver's license or car registration.

Pros:

- Easy to implement.
- Can wait until driver's license is updated. (No rush!)

Cons:

- Price increase will not have value since other items covered under the permit did not go up proportionately.

Non-Resident Family Annual Permit:

- Same as above

Camping Increases:

- **Pros:**
 - Campers already know that they receive a discount based on their Driver's License or their vehicle registration. These are items that they should have readily available. (Unlike the DUA, I have only see one person walk into the campground to camp.)
 - Since they are the ones that bring the camping unit, it is hard for them to register for someone else.
 - Rangers only register people based on the reservation request. (Basically: People that camp are already trained for this by many other campgrounds.)

- **Cons:**
 - Reservation program is based on a discount; currently at 25%. Any rate must be set and then the "**resident rate discount**" identified. Or our new reservation program will need to be re-written.
 - Our last survey indicated that approximately 50% of our campers are non-resident. Too high of a rate could have them seek other sites to camp.
 - Many people have stated that they can save the gas and camp here (even though we are higher than most state campgrounds). Too high of a rate increase could make them look some where else.

Shelters, Festival Area, Athletic Fields, Etc.

- **Pros:**
 - Can be done easily enough based on the mailing address when over the phone or the driver's license/car registration in person.
 - Allows for a discount for Union County Citizens.
 - Since much of the use of our activities are used by people renting the shelters, this would "indirectly" create a rate increase for the other activities.

- **Cons:**
 - Too much of an increase will cause a loss of revenues except for major weekends when it is easy to rent all shelters.
 - Shelter rentals create huge crowds for using the other "cost activities". When all shelters are booked, other activities make more money.

Only four (4) individual non-resident permits and two (2) family non-resident permits have been sold this year.

Annual Campsite Lease Sites = currently there are nine (9) non-residents and (16) residents leasing our campsites. Our current waiting list has approximately 77 names with 75% of those being county residents.

UNION COUNTY PARKS & RECREATION

Cane Creek Park / Day Use Area

	CURRENT <u>FEE</u> <u>Effective</u> <u>7/1/2002</u>	PROPOSED <u>FEE</u>	ADVISORY COMMITTEE <u>RECOMMENDATION</u>	RESIDENT <u>RATE</u>
ENTRANCE				
Pedestrian	\$1.00	\$1.00	\$1.00	
Trail (bike or horse)	\$2.00	\$3.00	\$3.00	
Vehicle	\$3.00	\$4.00	\$4.00	
Vehicle (15 capacity)	\$10.00	\$15.00	\$15.00	
Vehicle (16+ capacity)	\$15.00	\$20.00	\$20.00	
BOAT ACCESS	\$3.00	\$4.00	\$4.00	
FISHING	\$1.00	\$2.00	\$2.00	
SWIMMING				
6 & older	\$3.00	\$4.00	\$4.00	
2-5 yrs. of age	\$1.00	\$2.00	\$2.00	
under 2	FREE	FREE	FREE	
ROWBOAT/CANOE RENTAL				
1 hour	\$4.00	\$5.00	\$5.00	
2 hours	\$7.50	\$9.00	\$9.00	
4 hours	\$15.00	\$18.00	\$18.00	
8 hours	\$25.00	\$30.00	\$30.00	
NOTE:				
1. \$5.00 deposit charged in addition to rental fee	\$5.00	\$10.00	\$10.00	
2. Rental includes paddles and life jackets				
3. Renter must be at least 18 yrs. of age and occupy boat at all times. Renter must comply with conditions of boat's capacity plate which may vary depending on size of boat selected.				
LIFE JACKET/PADDLE RENTAL				
	\$2.00	\$3.00	\$3.00	
NOTE:				
1. \$5.00 deposit charged in addition to rental fee	\$5.00	\$10.00	\$10.00	
PEDALBOAT				
	\$2.00	\$3.00	\$3.00	
EQUIPMENT RENTAL				
	\$1.00	\$5.00	\$5.00	
NOTE:				
1. \$10.00 deposit charged in addition to rental fee	\$10.00	\$10.00	\$10.00	

UNION COUNTY PARKS & RECREATION

Cane Creek Park / Day Use Area

	<u>CURRENT</u> <u>FEE</u> <u>Effective</u> <u>7/1/2002</u>	<u>STAFF</u> <u>PROPOSED</u> <u>FEE</u>	<u>ADVISORY</u> <u>COMMITTEE</u> <u>RECOMMENDATION</u>	Resident <u>RATE</u>	
Game Court (Reservation Fee) (Rules for Use Attached)	<u>1 Hour</u> N/A	<u>1 Hour</u> \$10.00	<u>1 Hour</u> \$10.00		
	<u>2 Hour</u> N/A	<u>2 Hour</u> \$20.00	<u>2 Hour</u> \$20.00		
Volleyball Court (Reservation Fee) (Rules for Use Attached)	<u>1 Hour</u> N/A	<u>1 Hour</u> \$8.00	<u>1 Hour</u> \$8.00		
	<u>2 Hour</u> N/A	<u>2 Hour</u> \$16.00	<u>2 Hour</u> \$16.00		
Horseshoes Pit (Reservation Fee) (Rules for Use Attached)	<u>1 Hour</u> N/A	<u>1 Hour</u> \$4.00	<u>1 Hour</u> \$4.00		
	<u>2 Hour</u> N/A	<u>2 Hour</u> \$8.00	<u>2 Hour</u> \$8.00		
SOFTBALL FIELD (See Athletic Field Rental Fee Schedule)		SAME	SAME		
MINIATURE GOLF	\$1.50	\$2.00	\$2.00		
SENIOR CITIZEN PERMIT	\$2.00	\$5.00	\$5.00		
NOTE:					
1. Union County Residents 65+ yrs. of age					
2. Covers entrance and fishing					
3. Does not cover State License Requirements					
INDIVIDUAL ANNUAL PERMIT	\$100.00	\$150.00	\$150.00		
NOTE:					
1. Union County Residents only					
2. Covers entrance/fishing/boat access/miniature golf/ bike & horse trails					
3. Does not cover State License Requirements					
FAMILY ANNUAL PERMIT	\$175.00	\$225.00	\$225.00		
NOTE:					
1. Union County Residents/immediate household only					
2. Maximum 5 people - \$20.00 ea. Additional					
3. Covers entrance/fishing/boat access/miniature golf/ bike & horse trails					
4. Does not cover State License Requirements					

UNION COUNTY PARKS & RECREATION

Cane Creek Park / Day Use Area

	<u>CURRENT</u> <u>FEE</u> <u>Effective</u> <u>7/1/2002</u>	<u>STAFF</u> <u>PROPOSED</u> <u>FEE</u>	<u>ADVISORY</u> <u>COMMITTEE</u> <u>RECOMMENDATION</u>	Resident Rate
NON-RESIDENT INDIVIDUAL ANNUAL PERMIT	\$125.00	\$225.00	\$225.00	[REDACTED]
NOTE:				
1. Covers entrance/fishing/boat access/ miniature golf/ bike & horse trails				
2. Does not cover State License Requirements				
NON-RESIDENT FAMILY ANNUAL PERMIT	\$200.00	\$300.00	\$300.00	[REDACTED]
NOTE:				
1. Non-Residents/immediate household only				
2. Maximum 5 people - \$20.00 ea. Additional				
3. Covers entrance/fishing/boat access/miniature golf/ bike & horse trails				
4. Does not cover State License Requirements				
DAY PASS / AGES TWO & OLDER	\$5.00	\$10.00	\$10.00	
NOTE:				
1. Purchase at Operation Center Only				
2. Covers unlimited day swim/pedalboats/miniature golf				
3. NO REFUNDS!				
4. Rain checks issued only if beach closes for day with less than 2 hours of use				
Replacement Copy	\$2.00	\$5.00	\$5.00	
NOTE:				
1. Park Permits				
LATE DEPARTURE / EARLY OPENING FEE	\$25.00	\$40.00	\$40.00	
NOTE:				
1. Per hour (non-prorated) departure after posted closing time				
2. Gate Opening/Closing times are posted at main entrance				
ADMIN. FEE (Reservation/Change/Cancellation)	\$2.00	\$4.00	\$4.00	

**UNION COUNTY PARKS & RECREATION
CANE CREEK PARK / CAMPGROUND**

**CURRENT
FEE**

**PROPOSED
FEE**

**ADVISORY
COMMITTEE
RECOMMENDATION**

Resident
Rate

[REDACTED]
[REDACTED]
[REDACTED]

VISITOR/GUEST ENTRANCE FEE

Per car/Plus per person

\$2.00/\$2.00

Flat rate of

\$10.00/Car

Flat rate of

\$10.00

NOTE:

1. Visitors must leave campground prior to 10:30 p.m.

FAMILY CAMPING AREA (FCA)

Water/Electric Nightly

\$20.00

\$25.00

\$25.00

[REDACTED]

Water/Electric/Sewer Nightly

\$25.00

\$30.00

\$30.00

NOTE:

1. Maximum 6 people including guests
2. 1 camper and 1 tent, or 2 tents maximum (includes pup tents)
3. Canopy may be used over picnic tables

FCA WEEKLY RATE

Water/Electric

\$120.00

\$150.00

\$150.00

[REDACTED]

Water/Electric/Sewer

\$150.00

\$180.00

\$180.00

NOTE:

1. Must be paid in advance for 7 nights

GROUP CAMPING AREA (GCA)

**NOTE: GCA is by reservation only unless FCA/WCA
have no vacancies**

Small Site (E,G,I,K,L,M,O) nightly

\$25.00

\$30.00

\$30.00

[REDACTED]

NOTE:

1. Maximum 20 people/4 Tents

Recommend limit to 4 vehicles due to limited parking.

Large Site (F,H,J,N) nightly

\$35.00

\$40.00

\$40.00

[REDACTED]

1. Maximum 30 people/6 tents

Recommend limit to 6 vehicles due to limited parking.

NOTE: Utility or Boat Trailer counts as one vehicle

WILDERNESS CAMPING AREA (WCA)

Maximum 5 people/2 tents per site

\$15.00

\$20.00

\$20.00

[REDACTED]

HORSE CAMPING AREA (HCA)

Maximum 5 people/2 tents/1 trailer per site

\$15.00

\$20.00

\$20.00

[REDACTED]

**UNION COUNTY PARKS & RECREATION
CANE CREEK PARK / CAMPGROUND**

**CURRENT
FEE**

**PROPOSED
FEE**

**ADVISORY
COMMITTEE
RECOMMENDATION**

Resident
Rate

CABIN RENTAL

March - November (Nightly Monday - Thursday)	\$45.00 *	\$50.00	\$50.00	
(Nightly Friday - Sunday)	\$55.00 *	\$65.00	\$65.00	
(7 nights Monday - Sunday)	\$275.00 *	\$345.00	\$345.00	

NOTE:

- *Rate covers 4 people
- Additional per person/nightly \$5.00 \$8.00 \$8.00
- Maximum 6 people per cabin
- One (1) four (4) person tent may be set up on site for additional group rate (small)

DISCOUNTS

NOTE:

- Union County, North Carolina residents with valid I.D. receive a 25% discount on camping rates
- Veterans with an Honorable Status may receive a 50% discount for D.U.A activities with proper I.D (Military I.D. / DD214 / Official Veterans Card / Letter from Office of Veterans Affairs)

CABIN RENTAL FEE

December - February (Nightly)	\$25.00	\$30.00	\$30.00	
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NOTE:

- No other discounts apply

SECURITY/KEY DEPOSIT

\$25.00	\$40.00	\$40.00	
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ANNUAL CAMPSITES

Resident

Waterfront 3,5,7,9,11,13,15,17,19,21,23,25,27 29,31,33,35	\$1,500/yr.	\$2,000/YR.	\$2000/YR.	
Non-Waterfront 2,4,6,8,10,12,14,16,18,20,22	\$1,250/yr.	\$1,750/YR.	\$1750/YR.	

Non-Resident

Waterfront 3,5,7,9,11,13,15,17,19,21,23,25,27 29,31,33,35	\$1,750/yr.	\$2,500/YR.	\$2500/YR.	
Non-Waterfront 2,4,6,8,10,12,14,16,18,20,22	\$1,500/yr.	\$2,250/YR.	\$2250/YR.	

ANNUAL CAMPSITE SECURITY/KEY DEPOSIT

\$100.00	\$200.00	\$200.00	
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UNION COUNTY PARKS & RECREATION
CANE CREEK PARK / CAMPGROUND

CURRENT
FEE

PROPOSED
FEE

ADVISORY
COMMITTEE
RECOMMENDATION

Resident
Rate



CAMPGROUND SHELTERS

NOTE:

1. Shelters are for registered campers only and may be shared at no charge.
2. Camping groups may reserve a shelter if all individuals are camping.
3. Groups not camping and requesting use of these shelters will be referred to the Day Use Area.
4. Published shelter and entrance fees will be required.

FESTIVAL AREA

(See Rental Worksheet)

SAME

SAME

(Admin. Fee will change if approved by the Board)



ATHLETIC FIELDS

(See Rental Fee Schedule)

SAME

SAME

(Admin. Fee will change if approved by the Board)



SHELTER / GAZEBO / CANOPY / PICNIC PADS

(See Information Sheet)

SAME

SAME

(Admin. Fee will change if approved by the Board)



Summary of Major Terms and Conditions

Reference	Vendor Name	Purpose	Payment Terms	Comprehensive Plans	Budget Amount
Agenda Item - Contracts Over \$5,000 (List)					
A	N. C. Department of Transportation	Wesley Chapel-Stouts / Tanyard / Goldmine Roads water line relocation and upgrade/betterment (8" to 12") due to DOT project at this location.	\$ 90,789.40 Lump sum amount (NTE)	Capital Project Ordinance	n/a
B	Maxim Staffing Solutions, Inc.	LPN services within inmate facility.	\$ 60,000.00 Estimated maximum amount	Operating Budget – 2008	n/a

MEETING DATE 10-15-07
 # 4124b



UNION COUNTY
Office of the Tax Administrator
300 N. Main Street
P.O. Box 97
Monroe, NC 28111-0097

704-283-3746
704-283-3616 Fax

John C. Petoskey
Tax Administrator

AGENDA ITEM:

4/2a

MEETING DATE 10/15/07

MEMORANDUM

TO: Richard Black
Central Administration

FROM: John C. Petoskey
Tax Administrator

DATE: September 28, 2007

RE: **Fourth** Motor Vehicle Billing

I hereby certify the Fourth Motor Vehicle Billing Motor Vehicle Valuation under the staggered program as required by N.C.G.S.105-330. Attached hereto is a list of the values, rates and taxes for each taxing unit.

JCP: jw

- Motor Vehicle Billing Summary -

---Bdg No---	-----Description-----	--Key--	Bill Rate		Tax Rate	Count	-----Total-----	
			Year	Year			---Value---	-----Tax-----
10	County.....	CN99999	2007	2005	.5600	14	143,450	1,157.32
10	County.....	CN99999	2007	2006	.6367	14,985	150,891,419	959,723.09
Totals.....						14,999	151,034,869	960,880.41
77	School dist - County.....	SC999	2007	2005	.0700	14	143,450	144.66
Totals.....						14	143,450	144.66
32	Fire Dist - Springs.....	FR015	2007	2006	.0313	775	7,403,448	2,317.23
39	Fire Dist - Stallings.....	FR020	2007	2005	.0390	4	49,930	20.85
39	Fire Dist - Stallings.....	FR020	2007	2006	.0444	1,421	15,803,872	7,013.13
38	Fire dist - Hemby Bridge..	FR023	2007	2005	.0404	1	8,960	3.62
38	Fire dist - Hemby Bridge..	FR023	2007	2006	.0464	1,684	17,484,631	8,102.45
37	Fire dist - Wesley Chapel:	FR026	2007	2005	.0150	2	22,200	4.38
37	Fire dist - Wesley Chapel:	FR026	2007	2006	.0152	1,776	25,403,360	3,860.83
34	Fire Dist - Waxhaw.....	FR028	2007	2006	.0413	901	9,018,530	3,724.69
Totals.....						6,564	75,194,931	25,047.18
78	220125 Taxes Payable - Marvin.....	MN01000	2007	2006	.0500	215	3,331,507	1,666.23
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2005	.4900	1	9,630	52.19
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	.5300	2,528	20,899,750	122,859.65
78	220170 Taxes Payable - Wingate.....	MN03000	2007	2006	.3800	177	1,382,885	5,254.98
78	220120 Taxes Payable - Marshville...	MN04000	2007	2005	.3800	1	12,310	93.56
78	220120 Taxes Payable - Marshville...	MN04000	2007	2006	.3800	166	1,165,907	4,430.48
78	220150 Taxes Payable - Waxhaw.....	MN05000	2007	2006	.3400	437	5,142,357	17,484.08
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2005	.0800	4	33,360	36.02
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2006	.1000	2,057	22,769,126	22,760.57
78	220140 Taxes Payable - Stallings....	MN07000	2007	2005	.2500	1	300	1.50
78	220140 Taxes Payable - Stallings....	MN07000	2007	2006	.2500	895	9,923,455	24,810.85
78	220160 Taxes Payable - Weddington...	MN08000	2007	2005	.0300	1	6,980	4.18
78	220160 Taxes Payable - Weddington...	MN08000	2007	2006	.0300	612	7,704,982	2,311.82
78	220115 Taxes Payable - Lake Park....	MN09000	2007	2006	.2300	229	2,389,610	5,496.17
78	220175 Taxes Payable - Fairview.....	MN09300	2007	2006	.0200	172	1,811,954	362.41
78	220145 Taxes Payable - Hemby Bridge..	MN09500	2007	2006	.0300	80	841,127	252.38
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2007	2006	.0200	331	3,800,383	760.06
78	220135 Taxes Payable - Unionville...	MN09800	2007	2005	.0200	1	6,510	2.60
78	220135 Taxes Payable - Unionville...	MN09800	2007	2006	.0200	311	2,975,201	595.03
78	220155 Taxes Payable - Mnrl Sprngs..	MN09900	2007	2006	.0270	238	2,247,780	606.95
Totals.....						8,457	86,455,114	209,841.71
Grand Totals.....								1,195,913.96



AGENDA ITEM
UNION COUNTY # 4/2b&c
Office of the Tax Administrator MEETING DATE 10-15-07
300 N. Main Street 704-283-3746
P.O. Box 97 704-283-3616 Fax
Monroe, NC 28111-0097
John C. Petoskey
Tax Administrator

MEMORANDUM

TO: Lynn West
Central Administration

FROM: John C. Petoskey
Tax Administrator

DATE: Friday, September 28, 2007

RE: Third Motor Vehicle Release/Refund Register

I hereby certify the following releases/refunds that were made during the period of 09/01/2007 – 09/30/2007. The releases/refunds represent releases/refunds of both monthly and annual vehicle values and taxes. Should you have any questions, please call.

JCP:jw

--- M O T O R V E H I C L E S Y S T E M ---

---Date--- --T-
09/28/2007 10:5

Assessor Release Register for the period 09/01/2007 to 09/30/2007

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total-----	-----Tax-----	-----Int-----
10	County.....	CN99999	2006	2005	20,000	563.04-		33
10	County.....	CN99999	2006	2006	101,782	689.83-		45
10	County.....	CN99999	2007	2005	0	10.22-		
10	County.....	CN99999	2007	2006	1,169,100	7,515.95-		48
Net Totals.....					1,290,882	8,779.04-		127
76	School dist - Monroe.....	SC100	2006	2005	0	6.72-		
77	School dist - County.....	SC999	2006	2005	20,000	63.70-		4
77	School dist - County.....	SC999	2007	2005	0	1.28-		
Net Totals.....					20,000	71.70-		4
32	Fire Dist - Springs.....	FR015	2006	2006	30,312	9.48-		
32	Fire Dist - Springs.....	FR015	2007	2006	63,770	22.66-		
39	Fire Dist - Stallings.....	FR020	2006	2005	0	6.95-		
39	Fire Dist - Stallings.....	FR020	2007	2006	143,231	54.26-		
38	Fire dist - Hemby Bridge..	FR023	2006	2006	30,830	14.31-		1
38	Fire dist - Hemby Bridge..	FR023	2007	2006	224,743	108.70-		
37	Fire dist - Wesley Chapel:	FR026	2006	2006	24,910	3.79-		
37	Fire dist - Wesley Chapel:	FR026	2007	2006	259,571	39.48-		
34	Fire Dist - Waxhaw.....	FR028	2006	2006	1,550	.64-		
34	Fire Dist - Waxhaw.....	FR028	2007	2006	128,423	53.05-		
Net Totals.....					907,340	313.32-		2
78	220125 Taxes Payable - Marvin.....	MN01000	2007	2006	85,344	41.63-		
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2005	0	63.61-		2
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2006	30,290	210.41-		11
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	288,325-	1,254.98		23
78	220170 Taxes Payable - Wingate.....	MN03000	2006	2005	0	102.72-		4
78	220170 Taxes Payable - Wingate.....	MN03000	2007	2006	900	3.42-		
78	220120 Taxes Payable - Marshville...	MN04000	2007	2006	1,610	6.11-		
78	220150 Taxes Payable - Waxhaw.....	MN05000	2007	2006	93,473	317.80-		
78	220110 Taxes Payable - Indian Trail..	MN06000	2006	2006	10,830	10.83-		
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2006	257,334	236.34-		
78	220140 Taxes Payable - Stallings.....	MN07000	2006	2005	0	44.49-		1
78	220140 Taxes Payable - Stallings.....	MN07000	2006	2006	20,000	50.00-		4
78	220140 Taxes Payable - Stallings.....	MN07000	2007	2006	116,520	291.32-		
78	220160 Taxes Payable - Weddington...	MN08000	2007	2006	98,757	29.63-		
78	220115 Taxes Payable - Lake Park....	MN09000	2007	2006	25,870	59.50-		
78	220175 Taxes Payable - Fairview.....	MN09300	2006	2006	2,760	.55-		
78	220175 Taxes Payable - Fairview.....	MN09300	2007	2006	50,380	10.08-		
78	220165 Taxes Payable - Wesley Chapel:	MN09700	2006	2006	24,910	4.98-		

--- M O T O R V E H I C L E S Y S T E M ---

---Date--- --Ti
09/28/2007 10:5

Assessor Release Register for the period 09/01/2007 to 09/30/2007

(Summary)

78	220165	Taxes Payable - Wesley Chapel:	MN09700	2007	2006	40,000	8.00-	
78	220135	Taxes Payable - Unionville...:	MN09800	2006	2005	0	3.40-	
78	220135	Taxes Payable - Unionville...:	MN09800	2006	2006	10,970-	2.19	
78	220135	Taxes Payable - Unionville...:	MN09800	2007	2006	108,600	21.71-	
78	220155	Taxes Payable - Mnrl Sprngs...:	MN09900	2007	2006	23,770	6.42-	
		Net Totals.....:				692,053	265.78-	49
84	220000	NC State Interest.....:	NC00000	2006	2005	0	.00	25
84	220000	NC State Interest.....:	NC00000	2006	2006	0	.00	29
84	220000	NC State Interest.....:	NC00000	2007	2005	0	.00	
84	220000	NC State Interest.....:	NC00000	2007	2006	0	.00	87
		Net Totals.....:				0	.00	143
		Net Grand Totals.....:					9,429.84-	328

--- M O T O R V E H I C L E S Y S T E M ---

---Date--- --T
09/28/2007 10:

Assessor Refund Register for the period 09/01/2007 to 09/30/2007

(Summary)

---Bdg No---	-----Description-----	--Key--	Bill Year	Rate Year	-----Value-----	-----Total----- ---Tax---	---In---
10	County.....	CN99999	2005	2005	0	58.67-	
10	County.....	CN99999	2006	2005	0	361.40-	
10	County.....	CN99999	2006	2006	36,138	231.61-	
10	County.....	CN99999	2007	2006	57,375	413.42-	
Net Totals.....					93,513	1,065.10-	
77	School dist - County.....	SC999	2005	2005	0	7.34-	
77	School dist - County.....	SC999	2006	2005	0	45.18-	
Net Totals.....					0	52.52-	
39	Fire Dist - Stallings.....	FR020	2006	2005	0	6.91-	
39	Fire Dist - Stallings.....	FR020	2007	2006	13,260	5.89-	
38	Fire dist - Hemby Bridge..	FR023	2007	2006	20,240	12.97-	
37	Fire dist - Wesley Chapel:	FR026	2006	2006	17,200	2.64-	
37	Fire dist - Wesley Chapel:	FR026	2007	2006	2,750	.42-	
Net Totals.....					53,450	28.83-	
78	220125 Taxes Payable - Marvin.....	MN01000	2006	2006	17,200	8.60-	
78	220130 Taxes Payable - Monroe.....	MN02000	2005	2005	11,540	.00	
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2005	46,550	.00	
78	220130 Taxes Payable - Monroe.....	MN02000	2006	2006	22,808	149.93-	
78	220130 Taxes Payable - Monroe.....	MN02000	2007	2006	2,125	12.11-	
78	220110 Taxes Payable - Indian Trail..	MN06000	2007	2006	20,240	20.24-	
78	220140 Taxes Payable - Stallings.....	MN07000	2006	2005	0	44.49-	
78	220140 Taxes Payable - Stallings.....	MN07000	2007	2006	13,260	33.15-	
78	220160 Taxes Payable - Weddington...	MN08000	2007	2006	2,750	.83-	
78	220115 Taxes Payable - Lake Park.....	MN09000	2007	2006	0	17.68-	
Net Totals.....					136,473	287.03-	
84	220000 NC State Interest.....	NC00000	2005	2005	0	.00	
84	220000 NC State Interest.....	NC00000	2006	2005	0	.00	
84	220000 NC State Interest.....	NC00000	2006	2006	0	.00	
Net Totals.....					0	.00	
Net Grand Totals.....						1,433.48-	



UNION COUNTY
Office of the Tax Administrator
Collections Division
500 N. Main St. Ste 119
P.O. Box 38
Monroe, NC 28111-0038

AGENDA ITEM

4/2d

MEETING DATE 10-15-07
~~704-283-3848~~
704-283-3897 Fax

TO: Richard Black
Interim County Manager

FROM: John Petoskey *JP*
Tax Administrator

DATE: October 8, 2007

SUBJECT: Departmental Monthly Report

The collector's monthly/year to date collections report for the month ending September 30, 2007 is attached for your information and review.

Should you desire additional information, I will do so at your request.

Attachment

JP/PH

**SEPTEMBER 2007
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

SEPTEMBER 30, 2007 REGULAR TAX	2007	2006	2005	2004
BEGINNING CHARGE	113,800,918.95	96,099,607.84	86,101,045.89	75,852,259.72
DISCOVERIES	186,211.18			
FARM DEFERMENTS	252.01			
RELEASES	(88,319.67)	(8,759.59)	(3,480.59)	(2,770.74)
TOTAL CHARGE	113,899,062.47	96,090,848.25	86,097,565.30	75,849,488.98
BEGINNING COLLECTIONS	4,189,359.41	94,904,646.77	85,653,511.61	75,613,946.76
COLLECTIONS	5,417,402.21	92,384.67	14,217.90	2,563.90
TOTAL COLLECTIONS	9,606,761.62	94,997,031.44	85,667,729.51	75,616,510.66
BALANCE OUTSTANDING	104,292,300.85	1,093,816.81	429,835.79	232,978.32
PERCENTAGE OF REGULAR	8.43%	98.86%	99.50%	99.69%
SEPTEMBER 30, 2007 MOTOR VEHICLE				
BEGINNING CHARGE	2,935,091.36	10,342,412.99	10,041,091.71	8,186,976.38
4TH M/V BILLING	986,072.25			
ASSESSOR RELEASE	(7,805.60)	(1,358.46)		
ASSESSOR REFUND	(432.70)	(647.74)	(66.01)	
COLLECTOR RELEASE	(4,309.76)	(1,059.17)	(78.68)	
COLLECTOR REFUND	(613.06)	(1,159.10)	(3.12)	
REIMBURSEMENTS	1,714.67	3,843.47	149.68	
ADJUSTMENTS	26.08	11.81	(0.95)	0.02
TOTAL CHARGE	3,909,743.24	10,342,043.80	10,041,092.63	8,186,976.40
BEGINNING COLLECTIONS	1,693,275.22	9,749,632.67	9,923,059.56	8,118,811.25
COLLECTIONS	782,341.89	75,397.24	4,178.33	881.72
TOTAL COLLECTIONS	2,475,617.11	9,825,029.91	9,927,237.89	8,119,692.97
BALANCE OUTSTANDING	1,434,126.13	517,013.89	113,854.74	67,283.43
PERCENTAGE OF MOTOR VEHICLE	63.32%	95.00%	98.87%	99.18%
OVERALL CHARGED	117,808,805.71	106,432,892.05	96,138,657.93	84,036,465.38
OVERALL COLLECTED	12,082,378.73	104,822,061.35	95,594,967.40	83,736,203.63
OVERALL PERCENTAGE	10.26%	98.49%	99.43%	99.64%

**SEPTEMBER 2007
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

SEPTEMBER 30, 2007 REGULAR TAX	2003	2002	2001	2000
BEGINNING CHARGE	60,645,369.19	51,675,001.26	48,122,902.55	43,553,122.94
DISCOVERIES				
FARM DEFERMENTS				
RELEASES	(189.76)	(148.64)		
TOTAL CHARGE	60,645,179.43	51,674,852.62	48,122,902.55	43,553,122.94
BEGINNING COLLECTIONS	60,491,076.21	51,572,418.91	48,051,549.56	43,505,221.21
COLLECTIONS	2,181.15	987.70	8.90	99.09
TOTAL COLLECTIONS	60,493,257.36	51,573,406.61	48,051,558.46	43,505,320.30
BALANCE OUTSTANDING	151,922.07	101,446.01	71,344.09	47,802.64
PERCENTAGE OF REGULAR	99.75%	99.80%	99.85%	99.89%
SEPTEMBER 30, 2007 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
4TH M/V BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE	-	-	-	-
OVERALL CHARGED	60,645,179.43	51,674,852.62	48,122,902.55	43,553,122.94
OVERALL COLLECTED	60,493,257.36	51,573,406.61	48,051,558.46	43,505,320.30
OVERALL PERCENTAGE	99.75%	99.80%	99.85%	99.89%

**SEPTEMBER 2007
PERCENTAGE FOR REGULAR AND MOTOR VEHICLE**

SEPTEMBER 30, 2007 REGULAR TAX	1999	1998	1997	1996
BEGINNING CHARGE	40,736,859.08	37,964,034.52	35,335,292.87	33,436,497.93
DISCOVERIES				
FARM DEFERMENTS				
RELEASES				
TOTAL CHARGE	40,736,859.08	37,964,034.52	35,335,292.87	33,436,497.93
BEGINNING COLLECTIONS	40,695,273.19	37,934,557.65	35,315,904.50	33,421,037.26
COLLECTIONS	213.48	47.30	45.00	
TOTAL COLLECTIONS	40,695,486.67	37,934,604.95	35,315,949.50	33,421,037.26
BALANCE OUTSTANDING	41,372.41	29,429.57	19,343.37	15,460.67
PERCENTAGE OF REGULAR	99.90%	99.92%	99.95%	99.95%
SEPTEMBER 30, 2007 MOTOR VEHICLE				
BEGINNING CHARGE	-	-	-	-
4TH M/V BILLING	-	-	-	-
ASSESSOR RELEASE	-	-	-	-
ASSESSOR REFUND	-	-	-	-
COLLECTOR RELEASE	-	-	-	-
COLLECTOR REFUND	-	-	-	-
REIMBURSEMENTS	-	-	-	-
ADJUSTMENTS	-	-	-	-
TOTAL CHARGE	-	-	-	-
BEGINNING COLLECTIONS	-	-	-	-
COLLECTIONS	-	-	-	-
TOTAL COLLECTIONS	-	-	-	-
BALANCE OUTSTANDING	-	-	-	-
PERCENTAGE OF MOTOR VEHICLE				
OVERALL CHARGED	40,736,859.08	37,964,034.52	35,335,292.87	33,436,497.93
OVERALL COLLECTED	40,695,486.67	37,934,604.95	35,315,949.50	33,421,037.26
OVERALL PERCENTAGE	99.90%	99.92%	99.95%	99.95%

AGENDA ITEM
4/3a
MEETING DATE 10-15-07

MOTOR VEHICLE TAX REFUNDS
for SEPTEMBER 2007

Approval of Board of County Commissioners not required:

Collector Refunds for SEPTEMBER 2007 (adjustment to Sep collector refund register)	2,192.86 (667.98)
---------------------------------------------------------------------------------------	----------------------

To be approved by Board of County Commissioners on 10-15-07
(to be submitted by Assessor's Office)

Assessor Refunds for SEPTEMBER 2007 (Correction on release worksheet)	1,433.48 (766.95)
--------------------------------------------------------------------------	----------------------

*** Approval requested for overpayments:

Overpayments for SEPTEMBER 2007	<u>4,213.19</u>
---------------------------------	-----------------

Total to be refunded for SEPTEMBER 2007	<u><u>6,404.60</u></u>
-----------------------------------------	------------------------

Debbie Cox
10-8-07

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 15, 2007

Action Agenda Item No. 4/5a
(Central Admin. use only)

SUBJECT: NC Rural Fire District Report of Fire Conditions

DEPARTMENT: Fire Service **PUBLIC HEARING:** No

ATTACHMENT(S):
Report of Fire Conditions from the following: Fairview, New Salem, Beaver Lane, Wingate, Lanes Creek, Sandy Ridge, Griffith Road, Stack Road, Springs, Waxhaw, Bakers, Stallings, Unionville, Hemby Bridge, Allens Crossroads, Jackson, Wesley Chapel and Providence VFD(s)

INFORMATION CONTACT:
Dawn Johnson Hinkel

TELEPHONE NUMBERS:
704-283-3627
704-507-0078

DEPARTMENT'S RECOMMENDED ACTION: Approve the attached Report and Fire Conditions and forward to the state

BACKGROUND:

FINANCIAL IMPACT:

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: 10/15/2007

Action Agenda Item No. 4/6a
(Central Admin. use only)

SUBJECT: Refund of excise stamp to Goodwin & Hinson, P.A., in the amount of \$1,121.00. Goodwin & Hinson, P.A., filed a deed in Union County when it should have been filed in Mecklenburg County.

DEPARTMENT: Register of Deeds **PUBLIC HEARING:** No

ATTACHMENT(S):
See attached letter and copy of the deed indicating the amount of the excise stamp paid in Union County.

INFORMATION CONTACT:
Crystal D. Crump

TELEPHONE NUMBERS:
704-283-3794

DEPARTMENT'S RECOMMENDED ACTION: Refund Goodwin & Hinson, P.A. in the amount of \$1,121.00 for recording the deed in the wrong county.

BACKGROUND:

FINANCIAL IMPACT: This amount will need to come out of budget code 10424000-4160

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____



GOODWIN & HINSON, P.A.

A Legal Professional Association

S. STEPHEN GOODWIN, JR.

WESLEY S. HINSON

MATTHEW B. SMITH

SHELLEY K. LEVINE*

*ALSO ADMITTED IN SOUTH CAROLINA

October 2, 2007

Crystal Crump
Register of Deeds
P O Box 248
Monroe, NC 28111

Re: Deed stamp refund

Dear Crystal:

I'm writing to request a refund of deed stamps mistakenly paid to Union County. Our firm recorded a general warranty deed on March 2, 2007, at Book 4476, Page 507 of the Union County Registry. The grantor of the property was James Custom Homes, Inc. and the grantees were Stuart Woolman and spouse, Avivit Woolman. The property that our deed was meant to convey actually lies in Mecklenburg County. Thus, the stamps of \$1,121.00 should be paid to Mecklenburg County rather than Union County. I have enclosed a copy of the deed for your reference.

Thank you for accepting this request for a refund of the deed stamps. Please forward the same to the proper agencies or boards for consideration, and do not hesitate to contact me with any questions or concerns about this request. I look forward to hearing from you about this matter.

With kind regards, I am

Very truly yours.

Shelley K. Levine
Attorney at Law

Enclosure

UNION COUNTY
BOARD OF COMMISSIONERS

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 22, 2007
13

OCT 25 2007

Action Agenda Item No. 4/7a
(Central Admin. use only)

SUBJECT: ACCEPTANCE OF N.C. COMMUNITY FOUNDATION GRANT

DEPARTMENT: HEALTH

PUBLIC HEARING: No

ATTACHMENT(S):
Grant Acceptance Letter

INFORMATION CONTACT:
Jenny Kirksey

TELEPHONE NUMBERS:
704-296-4801

DEPARTMENT'S RECOMMENDED ACTION: Accept a \$5,000 grant from the Dr. Ann F. Wolfe Endowment of the N.C. Community Foundation.

BACKGROUND: The N.C. Community Foundation has awarded the Health Department a \$5,000 grant from the Dr. Ann F. Wolfe Endowment. These funds will be used for parenting education.

FINANCIAL IMPACT: No financial impact to the county.

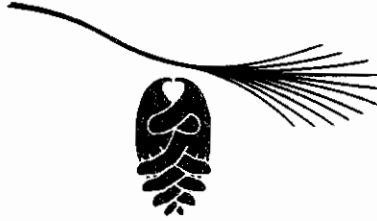
Increase revenue:
10451151-4840-1350 \$5,000

Increase expenditures:
10551151-5398-1350 \$ 700
10551151-5220-1350 \$ 300
10551151-5233-1350 \$1,000
10551151-5397-1350 \$3,000

Legal Dept. Comments if applicable:

Finance Dept. Comments if applicable:

NORTH CAROLINA
Community Foundation



September 17, 2007

Ms. Jenny Kirksey
Director
Union County Health Department
1224 West Roosevelt Blvd
Monroe, NC 28110

Dear Ms. Kirksey:

We are pleased to inform you that your organization is the recipient of a grant from the **Dr. Ann F. Wolfe Endowment** of the North Carolina Community Foundation. Enclosed is a check in the amount of \$5,000.00 as a mini-grant award to address infant mortality and/or child health.

When publicizing or listing this grant, please use the full name of the fund, which is the Dr. Ann F. Wolfe Endowment of the North Carolina Community Foundation. We enjoy hearing how you use this distribution and ask that you return the enclosed report to the Foundation.

You may wish to express your appreciation directly to:

Ms. Heather K. Gates
Executive Director
North Carolina Public Health Association
7424 Chapel Hill Road
Suite 102
Raleigh, NC 27607

The donors to this fund received full tax benefits and notification with their gift to the fund; therefore, your organization does not need to issue a tax receipt to the donors or to the Foundation. Please do return the enclosed Distribution Report Form to acknowledge your receipt of this grant.

The North Carolina Community Foundation is happy to provide this support to your organization. If you have any questions, please feel free to contact Cherry Ballard at (919) 256-6915 or email cballard@nccommunityfoundation.org.

Warm Regards,

A handwritten signature in black ink, appearing to read 'Jennifer Tolle Whiteside', with a stylized, flowing script.

Jennifer Tolle Whiteside
President

Enclosures

cc: Beth B. Jenkins, Senior Associate, Southeastern Region

Main Office: Landmark Center, 4601 Six Forks Road, Suite 524, Raleigh, North Carolina 27609
tel: 919•828•4387 toll free: 800•201•9533 web: www.nccommunityfoundation.org

Hickory
828•328•1237

Point Harbor
252•491•8166

Coastal Plain
252•355•2570 (*Greenville*)
252•245•1794 (*Rocky Mount*)
252•729•5491 (*Williston*)

Sylva
828•586•4616

Wilmington
910•815•2677

**UNION COUNTY
BOARD OF COMMISSIONERS**

ACTION AGENDA ITEM ABSTRACT

Meeting Date: October 15, 2007

Action Agenda Item No. 4/8
(Central Admin. use only)

SUBJECT: UCPS Design Fees for Elementary School "L" (located @ Cuthbertson Site) and Media Retrieval and Capacity Fees for Elementary School "K" (located @ Shiloh Elementary)

DEPARTMENT: Finance

PUBLIC HEARING: No

ATTACHMENT(S):
Capital Project Ordinance #87

INFORMATION CONTACT:
Dr. Davis
Don Hughes
Kai Nelson

TELEPHONE NUMBERS:

704.283.3647
704.296.5960
704.292.2522

DEPARTMENT'S RECOMMENDED ACTION: Adoption of CPO #87

BACKGROUND: Capital Project Ordinance #87 appropriates bond proceeds for design services and other related soft costs associated with Elementary School L (included in the 2006 referendum package). The CPO also includes funds for media retrieval costs not included in the GC bid for Elementary School K and capacity fee costs.

FINANCIAL IMPACT: Included in the CIP 2006

Legal Dept. Comments if applicable: _____

Finance Dept. Comments if applicable: _____

Manager Recommendation: _____

CAPITAL PROJECT ORDINANCE AMENDMENT

BUDGET School Bond Fund - 55
 FISCAL YEAR FY 2007-2008

REQUESTED BY Kai Nelson
 DATE October 15, 2007

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
G.O. Bond Proceeds	469,821,464	1,049,775	470,871,239
All Other Revenue	1,363,308	-	1,363,308

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Elem School "K"/Sun Valley (115C-429b project allocation)	14,731,150	286,975	15,018,125
Elem School "L" (115C-429b project allocation)	-	762,800	762,800
All Other School Projects	456,453,622	-	456,453,622

471,184,772 1,049,775 472,234,547

471,184,772 1,049,775 472,234,547

EXPLANATION: Funding request submitted by UCPS for Elementary School "K"/Sun Valley and Elementary School "L" pursuant to 115C-429b.

DATE: _____

APPROVED BY: _____
 Bd of Comm/County Manager
 Lynn West/Clerk to the Board

FOR FINANCE POSTING PURPOSES ONLY

PROJECT SOURCES

Source Description and Code	Project To Date	Requested Amendment	Revised Project
G.O. Bond Proceeds 55491100-4710-530	469,821,464	1,049,775	470,871,239

PROJECT USES

Project Description and Code	Project To Date	Requested Amendment	Revised Project
Elem School "K"/Sun Valley (115C-429b project allocation) 55559200-5570-559	14,731,150	286,975	15,018,125
Elem School "L" (115C-429b project allocation) 55559200-5570-563	-	762,800	762,800

469,821,464 1,049,775 470,871,239

14,731,150 1,049,775 15,780,925

Prepared By dhc
 Posted By _____
 Date _____