



EAST MOORE WATER DISTRICT BOARD OF DIRECTORS

SPECIAL MEETING

TUESDAY, JULY 21, 2020, 5:00 PM

COMMISSIONERS MEETING ROOM, HISTORIC COURTHOUSE, CARTHAGE

CALL TO ORDER

ITEMS OF BUSINESS:

- I. Request for Approval of June 16, 2020 EMWD Special Meeting Minutes
- II. Request for Approval of June 23, 2020 EMWD Special Meeting Minutes
- III. Request for Approval of Deed of Dedication for STARS Charter School Turning Lane Project
- IV. Request for Approval of Deed of Dedication for Brookwood Phase 1B
- V. Request for Approval of Payment Plan as Required by Executive Orders 124 and 142
- VI. EMWD Phase 4 Bid Opening Results

ADJOURNMENT

EAST MOORE WATER DISTRICT BOARD OF DIRECTORS

I

SPECIAL MEETING

TUESDAY, JUNE 16, 2020, 10:15AM

The East Moore Water District Board of Directors convened for a Special Meeting at 10:15am, Tuesday, June 16, 2020. The meeting was conducted remotely via Cisco WebEx due to the COVID-19 pandemic.

Directors Present (all electronically): Chairman Frank Quis, Vice Chairman Louis Gregory, Catherine Graham, Jerry Daeke, Otis Ritter

Chairman Quis called the meeting to order at 10:15am.

ITEMS OF BUSINESS:

Request for Approval of 05/19/2020 EMWD Special Meeting Minutes

Upon motion made by Director Daeke, seconded by Director Graham, the Board voted 5-0 to approve the May 19, 2020, special meeting minutes of the East Moore Water District Board of Directors.

Public Hearing – FY 21 EMWD Recommended Budget

County Manager reviewed the FY 21 budget recommended for the East Moore Water District. Chairman Quis opened the duly advertised public hearing regarding the budget. There were no speakers. Chairman Quis closed the public hearing. Upon motion made by Director Graham, seconded by Director Daeke, the Board voted 5-0 to approve the budget as presented. It was noted that new legislation required written public comment to be received 24 hours after the public hearing for remote meetings. Upon motion made by Director Graham, seconded by Director Daeke, the Board voted 5-0 to retract its previous motion.

ADJOURNMENT

There being no further business, upon motion made by Director Graham, seconded by Director Ritter, the Board voted 5-0 to adjourn the June 16, 2020, special meeting of the East Moore Water District Board of Directors at 10:23am.

Francis R. Quis, Jr. Chairman

Laura M. Williams, Clerk to the Board

EAST MOORE WATER DISTRICT BOARD OF DIRECTORS**SPECIAL MEETING****TUESDAY, JUNE 23, 2020, 1:15 PM**

The East Moore Water District Board of Directors convened for a Special Meeting at 1:15pm, Tuesday, June 23, 2020 in the Commissioners' Meeting Room on the second floor of the Historic Courthouse, Carthage, North Carolina.

Directors Present: Chairman Frank Quis, Catherine Graham, Jerry Daeke, Otis Ritter

Directors Absent: Vice Chairman Louis Gregory

Chairman Quis called the meeting to order at 1:16pm.

ITEMS OF BUSINESS:Adoption of the Fiscal Year 2021 Budget Ordinance for East Moore Water District

County Manager Wayne Vest reviewed a summary of the recommended budget presented for the East Moore Water District and noted that the required public hearing had been held. Additionally, in compliance with new legislation regarding remotely held meetings, since the hearing was held remotely, the Board allowed for submission of public comments in the 24 hours following the public hearing. The Clerk to the Board confirmed there were no additional comments submitted.

Upon motion made by Director Daeke, seconded by Director Ritter, the Board voted 4-0 to adopt the East Moore Water District Fiscal Year 2021 Budget Ordinance. The budget ordinance is hereby incorporated as a part of these minutes by attachment as Appendix A.

ADJOURNMENT

There being no further business, upon motion made by Director Graham, seconded by Director Daeke, the Board voted 4-0 to adjourn the June 23, 2020, special meeting of the East Moore Water District Board of Directors at 1:19pm

Francis R. Quis, Jr. Chairman

Laura M. Williams, Clerk to the Board

Agenda Item: III
Meeting Date: 7/21/20

MEMORANDUM TO EMWD BOARD OF DIRECTORS:

FROM: Randy Gould, Public Works Director
DATE: June 26, 2020
SUBJECT: Deed of Dedication for Stars Charter School Turning Lane Project
PRESENTER: Randy Gould, PE

REQUEST:

Make a motion to accept the Deed of Dedication for Stars Charter School Turning Lane Project.

BACKGROUND:

The utilities construction for Stars Charter School Turning Lane Project is completed and ready for operation and acceptance by the County.

IMPLEMENTATION PLAN:

Accept the deed of dedication for the water utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

Any acceptance of ownership that places additional financial burden on the East Moore Water District will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:

Make a motion to accept the Deed of Dedication for Stars Charter School Turning Lane Project.

SUPPORTING ATTACHMENTS:

Deed of Dedication
Permanent Easement Document

DEED OF DEDICATION

This instrument prepared by: Elizabeth Curran O'Brien, Assistant County Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the ___ day of _____, 20___, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
<u>AEP Charter Stars, LLC</u> <u>222 SW Columbia</u> <u>Suite 1750</u> <u>Portland, Oregon 97201</u>	EAST MOORE WATER DISTRICT , a county water district organized and existing under the laws of the State of North Carolina P.O. Box 905 Carthage, NC 28327

WITNESSETH:

WHEREAS, Grantor has caused to be relocated water pipelines within the public right-of-way, the location of which is hereinafter described and referenced; and

WHEREAS, Grantor wishes to obtain water service from Grantee to the newly relocated pipelines and to make water from Grantee's system available to individual owners; and

WHEREAS, Grantee has adopted, through appropriate resolution, a stated policy regarding water distribution systems under the terms of which, among other things, in order to obtain water service, Grantor must convey title to the water distribution system to Grantee through an instrument of dedication acceptable to Grantee.

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water pipelines and connecting and incorporating those pipelines into the Grantee's system, Grantor has conveyed by these presents and does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water pipelines, equipment, and apparatuses relocated or caused to be relocated by the Grantor for a water distribution system that are constructed beneath or within the private right-of-way and extended into the public right-of-way beginning at or near the intersection of that private drive extending from the Grantor's property to U.S. #1 Highway, and located between that parcel of land owned by Barton Auto Sales, Inc. (DB 5221, Pg. 297) and that parcel of land owned by Delores E. Nicely (DB 4751, Pg. 473), as all of which is located in Vass, NC, and located within that area depicted and circled on that survey drawn by Matthew Callahan, dated January 13, 2020, attached hereto as Exhibit A and incorporated herein. The pipeline, equipment and apparatuses connect with the Grantee's existing equipment at or near 5610 US 1 Highway. The equipment consists of one ¾" water service, one 2" water service, and installation of a ¾" water service line, and the relocation of two meter boxes.

TO HAVE AND TO HOLD said property above described together with the privileges and appurtenances thereto belonging to Grantee forever subject to the conditions herein expressed.

Grantor warrants that Grantor is the true owner of record of the described personal property.

Grantor agrees and understands that Grantee conditionally accepts the personal property being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one-year following the date first written above. Beginning _____, 20__ Grantee will have 30 days, to inspect the personal property being dedicated. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication.

[SIGNATURES ON THE FOLLOWING PAGE.]

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

AEP CHARTERS STARS, LLC

By: [Signature]
Name: Brad Coburn
Title: Chief Financial Officer

STATE OF _____
COUNTY OF _____

I, a Notary Public of the County and State aforesaid, do hereby certify that _____ personally came before me this day. I have seen satisfactory evidence of the principal's identity by a current state or federal identification with the principal's photograph in the form of a _____, and he/she has acknowledged that he/she is the Chief Financial Officer of AEP CHARTER STARS, LLC, a Delaware limited liability company, and that he/she, as an official of the entity and being authorized to do so, executed the foregoing on behalf of AEP CHARTER STARS, LLC.

Witness my hand and official seal, this ___ day of _____, 20__.

See Attached
(NOTARY SEAL)

Signature of Notary Public

Printed Name of Notary Public

My Commission Expires: _____

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners convened as the East Moore Water District Board of Directors on the ___ day of _____, 20__.

COUNTY OF MOORE

Francis R. Quis, Jr., Chair
Moore County Board of Commissioners

Attest:

Clerk's Signature
Clerk to the Board

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Nevada)

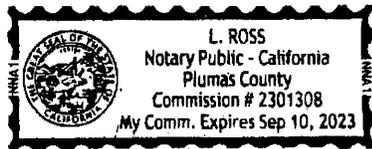
On May 28, 2020 before me, L. Ross Notary Public

personally appeared Brad Coburn

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature L. Ross
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

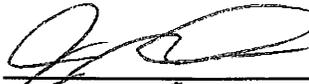
JOINDER TO DEED OF DEDICATION

The undersigned joins in and consents to the Deed of Dedication by AEP CHARTER STARS, LLC to EAST MOORE WATER DISTRICT to which this Joinder is attached. The undersigned agrees that the lien of the Mortgage (as defined below) on the property that is the subject of the Deed of Dedication shall hereafter be subject and subordinate to the Deed of Dedication.

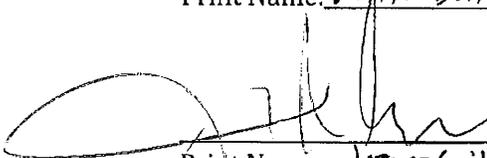
The term "Mortgage" shall mean: Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing filed at Book 4950, Page 513, office of the Register of Deeds for Moore County, North Carolina.

WITNESSES:

KEYBANK NATIONAL ASSOCIATION


Print Name: Justin Darr

By: Angela Kara
Name: Angela Kara
Title: Vice President


Print Name: James Gilbert

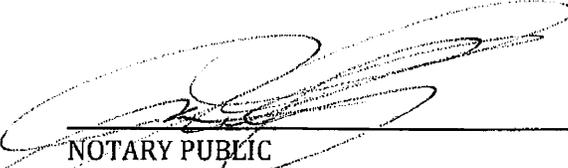
Address: 127 Public Square
Cleveland, OH 44114

STATE OF Ohio)
COUNTY OF Lorain)

The foregoing instrument was acknowledged before me this 10th day of June, 2020, by Angela Kara, VP of KEYBANK NATIONAL ASSOCIATION. Such person is personally known to me (YES) (NO) or has produced Driver's license as identification.



JASON LINDSEY
Notary Public, State of Ohio
Commission No. 2019-RE-787823
My Commission Expires
May 29, 2024


NOTARY PUBLIC
Jason Lindsey
[Print Name of Notary]

JOINDER TO DEED OF DEDICATION

The undersigned joins in and consents to the Deed of Dedication by AEP CHARTER STARS, LLC to EAST MOORE WATER DISTRICT to which this Joinder is attached. The undersigned agrees that the Memorandum of Lease (as defined below) which includes the property that is the subject of the Deed of Dedication shall hereafter be subject and subordinate to the Deed of Dedication.

The term "Memorandum of Lease" shall mean: Memorandum of Lease and Option to Purchase filed at Book 4950, Page 507, office of the Register of Deeds for Mecklenburg County, North Carolina.

WITNESSES:

Amy L. Wisniewski
Print Name: Amy L. Wisniewski

NEIGHBORHOOD YOUTH LEADERSHIP

By: *Erin L. Jessup*
Name: Erin L. Jessup
Title: President

Rosemary Vargas
Print Name: Rosemary Vargas

Address: 140 Dunes Drive
Vass, NC 283942

STATE OF NORTH CAROLINA)
)
COUNTY OF MOORE)

The foregoing instrument was acknowledged before me this 5th day of June, 2020, by Erin L. Jessup, President of NEIGHBORHOOD YOUTH LEADERSHIP. Such person is personally known to me (YES) (NO) or has produced _____ as identification.



Lee P. Leonard
NOTARY PUBLIC
Lee P. Leonard
[Print Name of Notary]

Agenda Item: IV
Meeting Date: 7/21/20

MEMORANDUM TO EMWD BOARD OF DIRECTORS:

FROM: Randy Gould, Public Works Director
DATE: June 26, 2020
SUBJECT: Deed of Dedication for Brookwood Phase 1B
PRESENTER: Randy Gould, PE

REQUEST:

Make a motion to accept the Deed of Dedication for the Brookwood Phase 1B subdivision.

BACKGROUND:

The utilities construction for the Brookwood Phase 1B subdivision is completed and ready for operation and acceptance by the County.

IMPLEMENTATION PLAN:

Accept the deed of dedication for the water utilities and begin operation of the system.

FINANCIAL IMPACT STATEMENT:

Any acceptance of ownership that places additional financial burden on the East Moore Water District will be covered by the utility ratepayers.

RECOMMENDATION SUMMARY:

Make a motion to accept the Deed of Dedication for Brookwood Phase 1B subdivision.

SUPPORTING ATTACHMENTS:

Deed of Dedication
Permanent Easement Document

DEED OF DEDICATION AND EASEMENT

This instrument prepared by: Stephan Lapping, Associate County Attorney
Return to: Moore County Attorney's Office, P.O. Box 905, Carthage, NC 28327

THIS DEED OF DEDICATION is made the ____ day of _____, 2020, by and between:

<u>GRANTOR</u>	<u>GRANTEE</u>
Tri South Builders, Inc. PO Box 805 Carthage, NC 28327	EAST MOORE WATER DISTRICT , a county water district organized and existing under the laws of the State of North Carolina 1 Courthouse Square P.O. Box 905 Carthage, NC 28327

WITNESSETH:

WHEREAS, Grantor is the owner and developer of a tract or parcel located in the McNeill Township, Moore County, North Carolina, known as "Brookwood Subdivision Phase 1B" (the "Property"); and

WHEREAS, Grantor has caused to be installed water and/or sewer utility lines and equipment under or across a portion of the Property; and

WHEREAS, Grantor wishes to obtain water and/or sewer service from Grantee for the Property; and

WHEREAS, Grantee has adopted a policy regarding water distribution systems and sewer collection systems under the terms of which includes that in order to obtain water and/or sewer service for the Property, Grantor must convey title to the water distribution system and/or sewer collection systems and all necessary easements to Grantee through an instrument acceptable to Grantee; and

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water and/or sewer collection systems and making water and/or sewer service available to the Property, does hereby convey to Grantee, its lawful successors and assigns, the following described property:

All water and/or sewer pipelines, equipment, and apparatuses installed or caused to be installed by the Grantor for a water distribution and/or sewer collection system that are constructed beneath or within the public right-of-way in the Brookwood Subdivision located in Carthage, NC. The pipeline, equipment and apparatuses connect with the Grantee's existing water line from Phase 1A as referenced in the map previously deeded at Plat Cabinet 18, Slide 38. The length of the new pipeline is approximately 250 linear feet of 6-inch PVC on Ingleside Lane and 270 linear feet of 2-inch PVC on Danbury Ct.

All water and/or sewer mains, equipment, and apparatuses used in the water distribution system and/or sewer collection system that is/are constructed upon the Property (the "Facilities"), which is/are more fully depicted in the plat recorded at Plat Cabinet 18, Slide 521, and which is hereby incorporated by reference as if fully set forth herein.

A perpetual and exclusive easement that is 60 feet in total width, 60 feet in width on both and all sides of the constructed and installed equipment and water and/or sewer mains as the same are located over, upon and under the real property more further described in Plat Cabinet 18, Slide 521 (the "Easement Area").

TO HAVE AND TO HOLD said property and easement above described together with the privileges and appurtenances thereto belonging to Grantee forever.

The Grantee shall have the right to construct, install, reconstruct, operate, maintain, inspect, repair, relocate, modify, and remove water distribution and/or wastewater collection pipeline, apparatus, and equipment within the Easement Area. The easement granted to the Grantee includes the following rights: 1) ingress and egress over the Easement Area and over adjoining portions of the Property (using lanes, driveways, and paved areas where practical, as determined by the Grantee); 2) to relocate the Facilities and Easement Area on the Property to conform to any future highway or street relocation, widening, or improvement; 3) to keep clear from the Easement Area, now or at any time in the future, trees, shrubs, undergrowth, buildings, structures (e.g. docks or retaining walls), and obstructions (e.g. fences or paved areas); and 4) all other rights and privileges reasonably necessary or convenient for the Grantee's safe, reliable, and efficient installation, operation, and maintenance of the Facilities and for the enjoyment and use of the Easement Area for the purposes described herein. Grantee will not be responsible for the costs, repair, or replacement of plants, buildings, structures, or obstructions located within the Easement Area, including those that may occur as a result of the Grantee's use of the easement.

Grantor will not place shrubs, structures (e.g. docks or retaining walls), or obstructions (e.g. fences or paved areas) within the easement area without the express written consent of the Grantee. Grantor will not place trees or buildings within the easement area.

Furthermore, Grantor does hereby covenant that it is seized of said real property and personal property described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

Grantor agrees and understands that Grantee conditionally accepts the personal property and easement being dedicated by Grantor. Grantor is responsible for maintaining the personal property for one year

beginning _____, 20____. Grantee will have until _____, 20____, to inspect the personal property and easement for any needed repairs. Grantor will be provided with a list of items that must be resolved prior to the Grantee's final acceptance of the personal property and easement. If Grantor fails to resolve the items as required by Grantee, then Grantee may, in its sole discretion, revoke this Deed of Dedication and Easement.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed as of the day and year first written above.

GRANTOR
TRI SOUTH BUILDERS, INC.

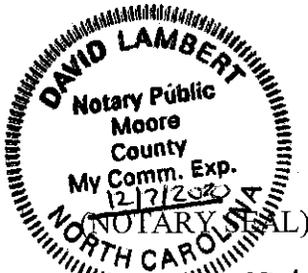
By: James W Caldwell, President (Print)
James W Caldwell

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that James Caldwell personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC Drivers License; and he/she has acknowledged that he/she is the President of Tri South Builders, Inc., a North Carolina Corporation, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of Tri South Builders, Inc.

Witness my hand and official seal, this 24th day of June, 2020.



[Signature]
Signature of Notary Public

David Lambert
Printed Name of Notary Public

My Commission Expires: 12/7/2021

ACCEPTANCE OF DEED

This Deed of Dedication and accompanying Affidavit was accepted by the Moore County Board of Commissioners on the ____ day of _____, 20 ____.

COUNTY OF MOORE

ATTEST:

_____, Chair
Moore County Board of Commissioners

Laura M. Williams
Clerk to the Board

COUNTY OF MOORE

Tri South Builders, Inc., a North Carolina corporation, with an office and place of business located at Post Office Box 805, Carthage, NC 28327 conducting business in Moore County, North Carolina (the "Affiant), being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in McNeill Township, Moore County, North Carolina, known as "Brookwood Subdivision Phase 1B" containing lots numbered 18 through 29, as more particularly described in a Deed of Dedication in favor of the County of Moore of even date herewith.
2. That it has caused to be installed water and/or sewer mains under and along the road right-of-ways for the property hereinafter described and referenced:

All water and/or sewer mains, equipment, and apparatuses used in the water distribution system and/or sewer collection system that is constructed upon the property more fully depicted in the plat recorded at Plat Cabinet 18, Slide 521, which plat is hereby incorporated by reference as if fully set forth herein.

3. All the work which has been performed in the construction and installation of said water and/or sewer mains described in paragraph 2, above, has been fully paid for and there are now no liens of any kind, including any lien for labor or material, against the subdivision property, which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and/or sewer mains installed therein which would in any way jeopardize title to the subdivision or the water and/or sewer mains located therein.

[Intentionally left blank. Signature on the following page.]

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer, this the _____ day of _____, 20__.

GRANTOR
TRI SOUTH BUILDERS, INC.

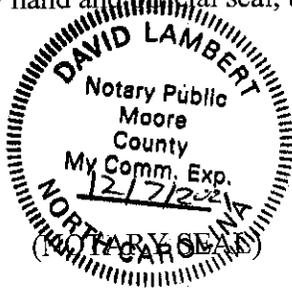
By: J. W. Caldwell, Pres (Print)
James W. Caldwell

STATE OF NORTH CAROLINA

COUNTY OF MOORE

I, a Notary Public of the County and State aforesaid, do hereby certify that James Caldwell personally came before me this day, and I have seen satisfactory evidence of the principal's identity, by a current state or federal identification with the principal's photograph in the form of a NC DRIVER'S License; and he/she has acknowledged that he/she is the President of Tri South Builders, Inc., a North Carolina Corporation, and that he/she, as President, being authorized to do so, executed the foregoing on behalf of Tri South Builders, Inc.

Witness my hand and official seal, this 24th day of June, 2020.



[Signature]
Signature of Notary Public
David Lambert
Printed Name of Notary Public

My Commission Expires: 12/7/2021

DEVELOPER RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County"), as the governing body for the East Moore Water District, is willing to accept a Deed of Dedication of water and/or sewer mains and easement access to the water and/or sewer mains from Tri South Builders, Inc. (the "Developer"), as described in the Deed of Dedication and Easement executed by the Developer on Brookwood Subdivision Phase 1B. In exchange for the acceptance and operation of the water distribution system and/or sewer collection system, the Developer executes this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to the County is for the following property:

All water and/or sewer mains, equipment and apparatuses used in the water distribution system and/or the sewer collection system that is constructed upon the property more fully depicted in the plats recorded at Plat Cabinet 18, Slide(s) 521, which plats are hereby incorporated by reference as if fully set forth herein. A perpetual and exclusive easement that is 60 feet in total width, 60 feet in width on both and all sides of the constructed and installed equipment and water and/or sewer mains as the same are located over, upon and under the real property more further described in the plats recorded at Plat Cabinet 18, Slide(s) 521.

The property described above, which includes, but is not limited to, all water and/or sewer mains, equipment and apparatuses shall hereinafter be referred to as the "Property."

The Developer agrees for itself, its assigns, heirs, contractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Developer agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

For and in consideration of the County's acceptance of the Property and the County's agreement to operate the water distribution system and/or sewer collection system, the Developer, for itself and its assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that might exist, arise out of, or in any way be related to the Property as of the date this release is executed.

To the fullest extent permitted by law and regulation, the Developer agrees to indemnify and hold harmless the County and its officials, agents, and employees from and against any and all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to the County.

In addition to this Release and Waiver of All Claims and Liens, in exchange for the County accepting the water and/or sewer mains, the Developer will provide the County with a one-year warranty on labor and repair of the water and/or sewer mains, equipment and apparatuses.

IN WITNESS WHEREOF, this Release and Waiver has been executed this 24th day of June, 2020.

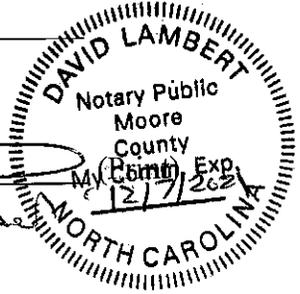
DEVELOPER

ATTEST:

TRI SOUTH BUILDERS, INC.

By: James W. Caddell, Pres (Print)
James W. Caddell

By: David Lambert
David Lambert



CONTRACTOR RELEASE AND WAIVER OF ALL CLAIMS AND LIENS

The County of Moore (the "County"), as the governing body of the East Moore Water District, is willing to accept a Deed of Dedication of water and/or sewer mains and easement access to the water and/or sewer mains from TRI SOUTH BUILDERS, INC. (the "Developer"), as described in the Deed of Dedication executed by the Developer on Brookwood Subdivision Phase 1B. In exchange for the acceptance and operation of the water distribution system and/or sewer collection system, the Developer's Contractor, Tri South Builders, Inc. a North Carolina corporation executes this Release and Waiver of All Claims and Liens.

The Deed of Dedication from the Developer to the County is for the following property:

All water and/or sewer mains, equipment and apparatuses used in the water distribution system and/or the sewer collection system that is constructed upon the property more fully depicted in the plats recorded at Plat Cabinet 18, Slide 521, which plats are hereby incorporated by reference as if fully set forth herein. A perpetual and exclusive easement that is 60 feet in total width, 60 feet in width on both and all sides of the constructed and installed equipment and water and/or sewer mains as the same are located over, upon and under the real property more further described in the plats recorded at Plat Cabinet 18, Slide 521.

The property described above, which includes, but is not limited to, all water and/or sewer mains, equipment and apparatuses shall hereinafter be referred to as the "Property."

The Contractor agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials that there are no claims, demands or liens existing, pending or threatened against the Property. Further, the Contractor agrees that all invoices, including purchases, supplies, parts and labor concerning the Property have been paid in full.

For and in consideration of the County's acceptance of the Property, and the County's agreement to operate the water distribution system and/or the sewer collection system, the Contractor agrees for itself, assigns, heirs, subcontractors, vendors, suppliers, materialmen, laborers and other persons or entities providing services, labor, parts or materials, hereby releases and forever discharges the County, its agents, affiliates, representatives, officers, directors, attorneys and employees from any and all claims, demands or causes of action that the Contractor has or might have arising out of or in any way related to the Property and has submitted this separate Release and Lien Waiver forever releasing the County from and against any and all claims, liens, demands, judgments or suits at law and equity, in connection with or related to the Property, effective as of the date this release is executed.

To the fullest extent permitted by laws and regulations, the Contractor agrees to indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers or architects, subcontractors, attorneys and other professionals and costs related to court action or arbitration) arising out of or resulting from the Property or from the Property being transferred to the County.

In addition to this Release and Waiver of All Claims and Liens, in exchange for the County accepting the water and/or sewer mains, the Contractor will provide the County with a one-year warranty on labor and repair of the water and/or sewer mains, equipment and apparatuses.

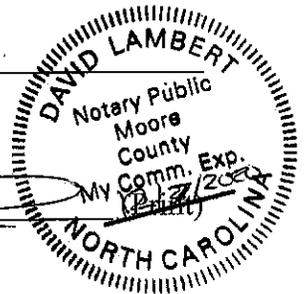
IN WITNESS WHEREOF, this Release and Waiver has been executed this 24th day of June, 2020.

CONTRACTOR

ATTEST:

By: J.W. Carr, Pres. (Print)
James W. Carr

By: [Signature]
David Lambert



**MEMORANDUM TO MOORE COUNTY BOARD OF COMMISSIONERS &
EMWD BOARD OF DIRECTORS:**

FROM: Randy Gould, Public Works Director
DATE: July 1, 2020
SUBJECT: Payment Plan required by EO 124 and EO 142
PRESENTER: Randy Gould, PE

REQUEST:

Receive information on the Payment Plans required by the Governor's Executive Orders and authorize the Public Works Department to proceed with implementation of the Payment Plans for delinquent customers.

BACKGROUND:

Executive Order 124 (EO 124) provided direction to Utility providers in dealing with their customers during the State of Emergency caused by the COVID-19 pandemic. A summary of the mandates follows:

- Executive Order term established from March 3 to May 30, 2020.
- Prohibit terminating services for nonpayment
- Collect no late fees during the term of the EO
- Establish a 6 month payment plan for delinquent customers

Executive Order 142 (EO 142) extended the Order to July 29, 2020. This will establish the 6-month payment plan term to expire on January 29, 2021.

Information on the Payment Plan has been and will continue to be placed on the Moore County website and on the utility bills.

IMPLEMENTATION PLAN:

Prepare payment plans for the delinquent customers.

FINANCIAL IMPACT STATEMENT:

Lost revenues will be absorbed by the overall annual budget for the More County Public Utilities and the East Moore Water District.

RECOMMENDATION SUMMARY:

Direct Public Works Department staff to proceed with the implementation of the Payment Plans required by the Governor's Executive Orders.

SUPPORTING ATTACHMENTS:

Payment Plan narrative to be placed on the County's website and delivered to the appropriate customers

I: Public Works/Coronavirus/Agenda Item Payment Plan per EO 124 and 142 072120

Payment Plans – Governor Cooper’s Executive Orders 124 (EO124) and 142 (EO142)

Moore County Public Utilities and East Moore Water District

Moore County Public Utilities (MCPU) and East Moore Water District (EMWD) must offer its “residential” customers a payment plan to pay off any charges that come due between March 31, 2020 and July 29, 2020 or when the EO is terminated for amounts accumulated the duration of the EO. For payment plans regarding this EO, all customers will be allowed the payment plan term, commercial equivalent to residential.

The payment plan will allow the customer at least six months from the termination of the EO to pay off any delinquent amounts and continue to receive service. The 6-month repayment period only applies to delinquencies incurred while the EO is in effect, which means that it only applies to missed payments for the due dates that occur during the months of the EO (currently March 31, 2020 to July 29, 2020 unless the EO is extended).

After the EO terminates (currently scheduled for July 29, 2020), if a customer fails to make a payment according to the payment plan as billed, MCPU and the EMWD will disconnect service and/or apply a late penalty. Thus, after the EO terminates a customer must abide by the minimum payment plan terms to be afforded the full six-month grace period.

Payment Plans will begin at the end of the EO and calculated as 1/6th of the total amount owed during the EO as the minimum monthly payment plan amount.

During the six-month repayment period (after EO terminates), a customer must also pay any current charges during each billing cycle.

The due date of the minimum payment plan is due at the same time as the monthly bill’s due date.

MEMORANDUM TO EMWD BOARD OF DIRECTORS:

FROM: Randy Gould, Public Works Director
DATE: July 15, 2020
SUBJECT: EMWD Phase 4 Bid Opening Results
PRESENTER: Randy Gould, PE

REQUEST:

Receive information on the results of the Bid Opening for the East Moore Water District (EMWD) Phase 4 project.

BACKGROUND:

Bids were received on July 14, 2020 for the construction of the EMWD Phase 4 project. The apparent low bidder's bid was in the amount of \$1,211,063. The project budget for construction was in the amount of \$2,046,000. We are in the process of prioritizing projects where the remaining funds can be best utilized. There are some signees of the petition that were not provided service as part of the project and there are some large capital projects that are budgeted in the EMWD this year that are being considered for use of the additional funds. The use of the remaining funds must be approved by USDA-RD, the project's funding agency, before proceeding with the construction.

Staff will be bringing items to the Board in future meetings in August and September for the award of the construction contract and interim financing

IMPLEMENTATION PLAN:

Proceed with preparation of project award and interim financing.

FINANCIAL IMPACT STATEMENT:

The project is a budgeted item.

RECOMMENDATION SUMMARY:

Direct Public Works Department staff to proceed with the preparation of project award and interim financing for the EMWD Phase 4 project.

SUPPORTING ATTACHMENTS:

Bid summary sheet.

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SUMMARY OF BID OPENING

14-Jul-20
 East Moore Water District
 Moore County, NC
 LKC Project No: MooCo-17.01

CONTRACTOR	B Bond	ADDRESS	Add #1	LICENSE NO.	BID AMOUNT
Citty's Plumbing & Pools, Inc.	✓	Reidsville, NC	✓	68929	2,205,490
Columbus Utilities	✓	Fair Bluff, NC	✓	33051	1,547,772.70
X Dellinger, Inc		Monroe, NC		5992	
ELI, Inc.	✓	Jacksonville, NC	✓	47340	1,359,847.50
X Frank Horne Construction		Fair Bluff, NC		6746	
Herring-Rivenbark, Inc	✓	Kinston, NC	✓	3937	1,292,837.50
JSmith Civil, LLC	✓	Goldsboro, NC	✓	77634	1,768,258.75
Metcon, Inc.	✓	Pembroke, NC	✓	48609	1,211,063.
Sanford Contractors	✓	Sanford, NC	✓	6301	1,941,555.95
SKC, Inc.	✓	Seagrove, NC	✓	39936	1,959,122.75
S&L Contractors	✓	Wadesboro, NC	✓	79338	1,553,260.75
Terry's Plumbing	✓	Ashboro, NC	✓	51103	2,034,895

LKC

Reviewed and Certified as Presented Above