

WATER PURCHASE CONTRACT

This contract for the sale and purchase of water is entered into as of the 3rd day of June,  
19 85, between the Town of Weldon, North Carolina, Post Office Box 551,  
Weldon, North Carolina 27890  
(Address)

hereinafter referred to as the "Seller" and the County of Northampton, Post Office Box 808,  
Jackson, North Carolina 27845  
(Address)

hereinafter referred to as the "Purchaser",

WITNESSETH:

Whereas, the Purchaser is organized and established under the provisions of General Statutes 55 A of the  
Code of North Carolina, for the purpose of constructing and operating a water supply distribution  
system serving water users within the area described in plans now on file in the office of the Purchaser and to accomplish  
this purpose, the Purchaser will require a supply of treated water, and

Whereas, the Seller owns and operates a water supply distribution system with a capacity currently capable of serving the  
present customers of the Seller's system and the estimated number of water users to be served by the said Purchaser as shown  
in the plans of the system now on file in the office of the Purchaser, and

Whereas, by motion No. \_\_\_\_\_ enacted on the 3rd day  
of June, 19 85, by the Seller, the sale of water to the Purchaser in accordance  
with the provisions of the said motion was approved, and the execution of this contract  
carrying out the said motion by the Mayor,  
and attested by the Secretary, was duly authorized, and

Whereas, by resolution of the Board of Commissioners  
of the Purchaser, enacted on the \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_,  
the purchase of water from the Seller in accordance with the terms set forth in the said resolution  
was approved, and the execution of this contract by the Chairman, and  
attested by the Secretary was duly authorized;  
Clerk

Now, therefore, in consideration of the foregoing and the mutual agreements hereinafter set forth,

A. The Seller Agrees:

1. (Quality and Quantity) To furnish the Purchaser at the point of delivery hereinafter specified, during the term of  
this contract or any renewal or extension thereof, potable treated water meeting applicable purity standards of the N. C.  
Department of Human Resources  
in such quantity as may be required by the Purchaser not to exceed 3,000,000 gallons per month.



2. (Point of Delivery and Pressure) That water will be furnished at a reasonably constant pressure calculated

at 40 psi from an existing 12" inch main supply at a point located On

U. S. Highway 301 in Garysburg

If a greater pressure than that normally available at the point of delivery is required by the Purchaser, the cost of providing such greater pressure shall be borne by the Purchaser. Emergency failures of pressure or supply due to main supply line breaks, power failure, flood, fire and use of water to fight fire, earthquake or other catastrophe shall excuse the Seller from this provision for such reasonable period of time as may be necessary to restore service.

3. (Metering Equipment) To furnish, install, operate, and maintain at its own expense at point of delivery, the necessary metering equipment, including a meter house or pit, and required devices of standard type for properly measuring the quantity of water delivered to the Purchaser and to calibrate such metering equipment whenever requested by the Purchaser but not more frequently than once every twelve (12) months. A meter registering not more than two percent (2%) above or below the test result shall be deemed to be accurate. The previous readings of any meter disclosed by test to be inaccurate

shall be corrected for the three (3) months previous to such test in accordance with the percentage of inaccuracy found by such tests. If any meter fails to register for any period, the amount of water furnished during such period shall be deemed to be the amount of water delivered in the corresponding period immediately prior to the failure, unless Seller

and Purchaser shall agree upon a different amount. The metering equipment shall be read on 20th of each month. An appropriate official of the Purchaser at all reasonable times shall have access to the meter for the purpose of verifying its readings.

4. (Billing Procedure) To furnish the Purchaser at the above address not later than the 5th day of each month, with an itemized statement of the amount of water furnished the Purchaser during the preceding month.

B. The Purchaser Agrees:

1. (Rates and Payment Date) To pay the Seller, not later than the 20th day of each month, for water delivered in accordance with the following schedule of rates:

a. \$ 300.00 for the first 416,700 gallons, which amount shall also be the minimum rate per month.

b. \$ 72 cents per 1000 gallons for water in excess of \_\_\_\_\_ gallons but less than \_\_\_\_\_ gallons.

c. \$ \_\_\_\_\_ cents per 1000 gallons for water in excess of \_\_\_\_\_ gallons.

2. (Connection Fee) To pay as an agreed cost, a connection fee to connect the Seller's system with the system of the Purchaser, the sum of N/A dollars which shall cover any and all costs of the Seller for installation of the metering equipment and \_\_\_\_\_



C. It is further mutually agreed between the Seller and the Purchaser as follows:

1. (Term of Contract) That this contract shall extend for a term of 40 years from the date of the initial delivery of any water as shown by the first bill submitted by the Seller to the Purchaser and, thereafter may be renewed or extended for such term, or terms, as may be agreed upon by the Seller and Purchaser.
2. (Delivery of Water) That 30 days prior to the estimated date of completion of construction of the Purchaser's water supply distribution system, the Purchaser will notify the Seller in writing the date for the initial delivery of water.
3. (Water for Testing) When requested by the Purchaser the Seller will make available to the contractor at the point of delivery, or other point reasonably close thereto, water sufficient for testing, flushing, and trench filling the system of the Purchaser during construction, irrespective of whether the metering equipment has been installed at that time, at a flat charge of \$ N/A which will be paid by the contractor or, on his failure to pay, by the Purchaser.
4. (Failure to Deliver) That the Seller will, at all times, operate and maintain its system in an efficient manner and will take such action as may be necessary to furnish the Purchaser with quantities of water required by the Purchaser. Temporary or partial failures to deliver water shall be remedied with all possible dispatch. In the event of an extended shortage of water, or the supply of water available to the Seller is otherwise diminished over an extended period of time, the supply of water to Purchaser's consumers shall be reduced or diminished in the same ratio or proportion as the supply to Seller's consumers is reduced or diminished.
5. (Modification of Contract) That the provisions of this contract pertaining to the schedule of rates to be paid by the Purchaser for water delivered are subject to modification at the end of every ONE year period. Any increase or decrease in rates shall be based on a demonstrable increase or decrease in the costs of performance hereunder, but such costs shall not include increased capitalization of the Seller's system. Other provisions of this contract may be modified or altered by mutual agreement.
6. (Regulatory Agencies) That this contract is subject to such rules, regulations, or laws as may be applicable to similar agreements in this State and the Seller and Purchaser will collaborate in obtaining such permits, certificates, or the like, as may be required to comply therewith.
7. (Miscellaneous) That the construction of the water supply distribution system by the Purchaser is being financed by a loan made or insured by, and/or a grant from, the United States of America, acting through the Farmers Home Administration of the United States Department of Agriculture, and the provisions hereof pertaining to the undertakings of the Purchaser are conditioned upon the approval, in writing, of the State Director of the Farmers Home Administration.
8. (Successor to the Purchaser) That in the event of any occurrence rendering the Purchaser incapable of performing under this contract, any successor of the Purchaser, whether the result of legal process, assignment, or otherwise, shall succeed to the rights of the Purchaser hereunder.
9. Purchaser agrees that it will not during the term of this agreement sell water at retail to consumers at a lower rate than is being charged per gallon by Seller to its consumers.
10. This contract is hereby pledged to the United States of America, acting through the Farmers Home Administration, as part of the security for a loan from the United States of America.



In witness whereof, the parties hereto, acting under authority of their respective governing bodies, have caused this contract to be duly executed in \_\_\_\_\_ counterparts, each of which shall constitute an original.

Seller:

TOWN OF WELDON

By

S. W. Oakley

Title

S. W. Oakley, Mayor

Attest:

Linda M. Griffin  
Secretary

Purchaser:

COUNTY OF NORTHAMPTON

By

Jasper Eley

Title

Jasper Eley, Chairman  
Board of Commissioners

Attest:

Lae R. Simon  
Secretary

This contract is approved on behalf of the Farmers Home Administration this 14 day of May, 19 86.

By

William L. Whitehurst

Title

Dist Loan Specialist



Regular Meeting - June 3, 1985

Tax lien sales total: (May 11, 1985).....\$ 29,467.79

Tax insolvents..... 1,662.17  
(List on file with commissioners)

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TAX - WRITE-OFFS: Parker's Used Cars  
Personal Property - Valuation (\$18230 @ \$.92/\$100  
valuation = \$167.72)

Reason: Cars were in Halifax - not Weldon. Business is closed at the first of the year. Talked with N. C. Dept. of Revenue (Mr. Murray) about this. He said we would have to write it off.

Upon motion by Commissioner Draper, seconded by Commissioner Lassiter, the write-off was approved unanimously.

Item four - New Business

(1) Water Purchase Contract - Northampton County

Mayor Oakley presented a contract to sell water to Northampton County for approval by the Board. Mayor Oakley read the contract (on file in clerk's office) and stated that it is the same contract that we had with Progressive Water Association and also is the standard FmHA contract form.

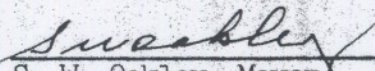
Upon motion by Commissioner Lassiter, seconded by Commissioner Draper, the foregoing contract between the Town of Weldon and Northampton County was approved as presented and Mayor Oakley was authorized to sign.

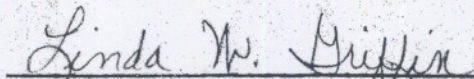
(2) Roanoke River Basin Assn.

Mayor Oakley reported that the Roanoke River Basin Assn. has requested a contribution from the Town of Weldon for FY 1985-1986 in an amount equal to \$0.10 per capita or any sum, whether greater or lesser.

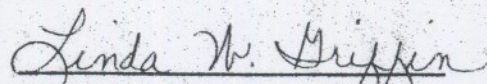
Upon motion by Commissioner Vaughan, seconded by Commissioner Draper, the Board approved a contribution of \$0.10 per capita.

There being no further business, the meeting was adjourned at 8:14 p.m.

  
S. W. Oakley, Mayor

  
Linda W. Griffin, Town Clerk

I, Linda W. Griffin, Town Clerk, certify that the above is a true and exact copy of the minutes of the regular meeting of the Board of Commissioners on June 3, 1985 and recorded in minute book number 6 on page 280 of the Town of Weldon.

  
Linda W. Griffin, Town Clerk



RESOLUTION OF APPROVAL, RATIFICATION AND AFFIRMATION  
OF EXECUTION OF WATER PURCHASE CONTRACTS.

WHEREAS: The Board of Commissioners of Northampton County has completed most of the requirements for the acquisition, construction and equipping of modifications, additions and extensions to the existing water supply and distribution system owned by Northampton County and the acquisition, modification and equipping of additional systems and extensions for connection thereto;

AND WHEREAS: All engineering and funding plans have been completed to accomplish the above purposes;

AND WHEREAS: In order to fully implement its plans to extend its county-wide water system in accordance with engineering plans it has been necessary for Northampton County to enter into Water Purchase Contracts with the Towns of Gaston, Jackson, Rich Square, Severn, Weldon and Woodland and with the Roanoke Rapids Sanitary District;

AND WHEREAS: It is necessary and desirable for this Board to Approve, Ratify and Confirm the Execution of those Water Purchase Contracts:

NOW, THEREFORE, the Board of Commissioners of Northampton County meeting in Regular Session at Jackson, North Carolina, on 21 April 1986 do the following:

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS FOR THE COUNTY OF NORTHAMPTON:

1. All Water Purchase Contracts previously entered into between Northampton County and the Town of Gaston on 11 June 1985, Weldon on 3 June 1985, Rich Square on 27 June 1985, Woodland on 6 June 1985, Severn on 3 June 1985, Jackson on JAN 1, 1986, and Roanoke Rapids Sanitary District on MAY 13, 1986 and the execution of those contracts by Northampton County Officials is



hereby Ratified, Approved and Affirmed.

2. This resolution shall take effect immediately.

Commissioner J.H.Liverman, Jr. moved the passage of the foregoing resolution and Commissioner J.W. Faison seconded the Motion; and the Resolution was passed by the following vote:

Ayes: Commissioners J.H. Liverman, Jr., J.W. Faison,

Grady L. Martin, Morris Shearin and Jasper Eley

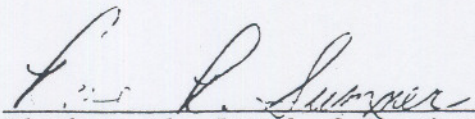
Nays: -0-

Not Voting: -0-

\* \* \* \* \*

I, Rose R. Sumner, Clerk to the Board of Commissioners for the County of Northampton, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the Board of Commissioners for said County at a regular meeting duly called and held April 21, 1986, as it relates in any way to the Bond Order and resolution hereinabove referenced and set forth, respectively, and that said proceedings are recorded in Minute Book 8 of the minutes of said Board.

WITNESS my hand and the common seal of said County, this 23rd day of April, 1986.

  
Clerk to the Board of Commissioners

(SEAL)