Orange Water and Sewer Authority

Meeting of the Board of Directors

August 23, 2018

The Board of Directors of the Orange Water and Sewer Authority (OWASA) held a regular meeting on Thursday, August 23, 2018, at 7:00 p.m. in Chapel Hill Town Hall Council Chamber.

Board Members present: Yinka Ayankoya (Chair), Jeff Danner (Vice Chair), Bruce Boehm, Jody Eimers, John N. Morris, Robert Morgan, Ruchir Vora and John A. Young. Board Members absent: Ray DuBose (Secretary).

OWASA staff present: Mary Darr, Robert Epting Esq. (Epting and Hackney), Vishnu Gangadharan, Robin Jacobs (Epting and Hackney), Ed Kerwin, Linda Low, Andrea Orbich, Ruth Rouse, Kelly Satterfield, Todd Taylor and Stephen Winters.

Others present: Don Greeley (City of Durham Director of Water Management), Margaret Holton (University of North Carolina Water Resources Manager) and Ben Poulson (UNC Associate Director of Energy Services).

Motions

1. BE IT RESOLVED THAT the Board of Directors adopts the Resolution Authorizing the Memorandum of Agreement Creating and Defining Operations of the Triangle Water Supply Partnership. (Motion by Robert Morgan, second by Jeff Danner and unanimously approved.)

2. Robert Morgan made a motion to approve the Minutes July 12, 2018 Meeting of the Board of Directors; second by Jeff Danner and unanimously approved.

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Announcements

Chair Yinka Ayankoya asked if any Board Member knows of a conflict of interest or potential conflict of interest with respect to any item on the agenda tonight to please disclose the same at this time; none were disclosed.

Ms. Ayankoya announced the new Standing Committees of the Board (*Committee Chair): Community Engagement – Ruchir Vora*, Bruce Boehm, Jody Eimers and John Morris; Finance – Ray DuBose*, Jeff Danner, Robert Morgan and John Young; Human Resources – Robert Morgan*, Jeff Danner, Ray DuBose and Ruchir Vora; and Natural Resources and Technical Services – John Young*, Bruce Boehm, Jody Eimers and John Morris.

John Young announced the following Natural Resources and Technical Services (NRTS) Committee meetings: Tuesday, September 11, 2018 at 5:00 p.m. in OWASA's Boardroom to

discuss source water protection; and Wednesday, November 14, 2018 at 5:00 p.m. to discuss overall approach for managing forested watershed lands.

Todd Taylor said that staff distributed an annual report to accountholders on the operation of the wastewater collection and treatment systems and on the treatment and recycling of biosolids. This report was also distributed to local officials and media and posted on OWASA's website. Mr. Taylor said the key takeaway from the report was that OWASA continued to surpass the treated wastewater quality standards for the Mason Farm Wastewater Treatment Plant (WWTP). Mr. Taylor expressed appreciation to staff for their hard work to exceed goals at the WWTP.

Petitions and Requests

On behalf of the City of Durham, Don Greeley, P.E., Director of Water Management, expressed appreciation to the Carrboro-Chapel Hill Community, the Board and staff for OWASA's drinking water transfer during construction at their water treatment plants over the last several months. Mr. Greeley also stated that the City supports the establishment of the Triangle Water Supply Partnership. Ed Kerwin expressed appreciation to the Mr. Greeley and the City of Durham for their leadership work on water resources in the region.

Yinka Ayankoya asked for petitions and requests from the Board and staff; there were none.

Item One: 12 Month Board Meeting Schedule

The Board received the 12 Month Board Meeting Schedule as an information item.

Item Two: Memorandum of Agreement creating and Defining Operations of the Triangle Water Supply Partnership

Robert Morgan made a motion to approve the Resolution Authorizing the Memorandum of Agreement Creating and Defining Operations of the Triangle Water Supply Partnership; second by Jeff Danner and unanimously approved. Please see Motion 1 above.

Item Three: Minutes

Robert Morgan made a motion to approve the Minutes July 12, 2018 Meeting of the Board of Directors; second by Jeff Danner and unanimously approved. Please see Motion 2 above.

Item Four: Discuss Agua Vista (Advanced Metering Infrastructure) Policies

The Board and staff discussed Agua Vista/Advanced Metering Infrastructure (AMI) related policies and practices. Board approval of the draft policies is tentatively scheduled for October 25, 2018.

Board comments and feedback on the initial policies included: whether to charge a fee for visiting a customer location/on-site customer consultation; new rules regarding emergency water loss adjustments given the new leak detection and notification capabilities; tampering with a

meter or AMI device as well as reinforcing the current data privacy policy to specifically include and address AMI.

Item Five: Capital Improvements Program Semiannual Report

The Board received the semi-annual report on capital projects as an information item. Staff will continue efforts to encourage more participation with Minority and Women Business Enterprise contractors.

Item Six: Preliminary Financial Report for the Twelve-Month Period Ended June 30, 2018

The Board received the preliminary financial report for the twelve-month period ended June 30, 2018 as an information item. A draft of the audited Comprehensive Annual Financial Report is scheduled to be presented at the Board's September 27, 2018 annual meeting.

Item Seven: Summary of Board Meeting Action Items

Ed Kerwin noted the following items for staff follow-up:

- Staff will address the Board's feedback on the draft Agua Vista policies, Capital Improvements Program Semiannual Report and Financial Report.
- September 13, 2018 Board Work Session agenda will include:
    - Updated Implementation Plan for Diversity and Inclusion Program
    - Action Plan from Water Treatment Plant and Wastewater Treatment Plant Reliability and Risk Assessment Project
    - Discuss Long-Range Water Supply Plan – Demand and Yields

Item Eight: Closed Session

Without objection, the Board convened in a Closed Session to discuss two items: potential litigation and a personnel matter.

The Board came out of closed session and the meeting was adjourned at 9:50 p.m.

Respectfully submitted by:

Andrea Orbich

Andrea Orbich
Executive Assistant/Clerk to the Board

Attachments

RESOLUTION AUTHORIZING THE MORANDUM OF AGREEMENT CREATING AND DEFINING OPERATIONS OF THE TRIANGLE WATER SUPPLY PARTNERSHIP

WHEREAS, the Triangle Region of North Carolina, defined herein as the geographic area encompassing Chatham, Durham, Harnett, Johnston, Orange and Wake Counties, continues to grow and serve as the premier economic engine for our State; and

WHEREAS, the local government jurisdictions in the Triangle Region have responsible and thoughtful land use plans to accommodate the projected growth of our Region; and

WHEREAS, water resources are a regional asset, and the sustained availability of water supply for the Triangle Region will benefit from a comprehensive and collaborative approach; and

WHEREAS, the Triangle Region of North Carolina has experienced multiple significant droughts in recent decades; and

WHEREAS, the local government jurisdictions and their constituent water supply authorities are responsible for providing for the publicly owned water supply that has been a critical ingredient in the economic development of the Triangle Region; and

WHEREAS, the local government jurisdictions and their constituent water supply authorities support the conservation and stewardship of water resources; and

WHEREAS, the Jordan Lake Partnership was established in 2009 to plan for secure and sustainable water supply for the Triangle Region, with participation by most of the parties to this Agreement, and has:

- developed a 50-year regional water supply plan that was endorsed by the elected Boards of all of its members;
- developed a comprehensive hydraulic model of the regional water system, now being used to improve cooperation among local water utilities;
- been recognized at the state and national level as a model for effective local government collaboration;
- expanded its membership and focus to include water supply planning for the entire Triangle Region; and

WHEREAS, the parties to this Agreement desire to continue to build upon the valuable water supply planning work and collaborative efforts begun by the Jordan Lake Partnership; and

WHEREAS, the benefits of such planning and collaborative efforts include:

- Improved cooperation between local water utilities and ease of regulatory oversight;
- Reduced unit costs for projects through economies of scale;

- Increased flexibility and reliability of local water supplies, especially during droughts and other dynamic events;
- Enhanced ability to comply with federal and state drinking water standards;
- Sustainable use of regional drinking water resources; and

WHEREAS, the parties to the Triangle Water Supply Partnership Memorandum of Agreement will maintain local ownership and control of their water resources, but are committing in that document to collaborate about water supply planning, cooperation, sustainability, and helping each other through drought or other emergency events and to move toward a more sustainable future; and

WHEREAS, the Triangle Water Supply Partnership Memorandum of Agreement is authorized by North Carolina General Statute (NCGS) 143-355.8 and/or 160A-20.1.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE ORANGE WATER AND SEWER AUTHORITY:

That the Board approves and authorizes and directs the Executive Director to sign the Memorandum of Agreement Creating and Defining Operations of the Triangle Water Supply Partnership in substantially the form attached to this resolution.

Adopted this 23rd day of August, 2018.

Yinka Ayankoya, Chair

ATTEST:

Andrea Orbich, Assistant Secretary

MEMORANDUM OF AGREEMENT
CREATING AND DEFINING OPERATIONS OF THE TRIANGLE WATER SUPPLY PARTNERSHIP

WHEREAS, for the purposes of this Memorandum of Agreement ("Agreement"), the Triangle Water Supply Planning Region ("Triangle Region") is defined as the geographic area encompassing Chatham, Durham, Harnett, Johnston, Orange, and Wake Counties; and

WHEREAS, the Triangle Region of North Carolina continues to grow and serve as the premier economic engine for North Carolina; and

WHEREAS, the local government jurisdictions in the Triangle Region have responsible and thoughtful land use plans to accommodate projected growth; and

WHEREAS, water resources are a regional asset, and the sustained availability of water supply for the Triangle Region will benefit from a comprehensive and collaborative approach; and

WHEREAS, the Triangle Region of North Carolina has experienced multiple significant droughts in recent decades; and

WHEREAS, the local government jurisdictions and their constituent water supply authorities are responsible for providing for the publicly owned water supply that has been a critical ingredient in the economic development of the Triangle Region; and

WHEREAS, the local government jurisdictions and their constituent water supply authorities support the conservation and stewardship of water resources; and

WHEREAS, the Jordan Lake Partnership was established in 2009 to plan for secure and sustainable water supply for the Triangle Region, with participation by most of the parties to this Agreement, and has:

- developed a 50-year regional water supply plan that was endorsed by the elected Boards of all of its members;
- developed a comprehensive hydraulic model of the regional water system, now being used to improve cooperation among local water utilities;
- been recognized at the state and national level as a model for effective local government collaboration;
- expanded its membership and focus to include water supply planning for the entire Triangle Region; and

WHEREAS, the parties to this Agreement desire to continue and build upon the valuable water supply planning work and collaborative efforts begun by the Jordan Lake Partnership; and

WHEREAS, the benefits of such planning and collaborative efforts include:

- Improved cooperation between local water utilities and ease of regulatory oversight;
- Reduced unit costs for projects through economies of scale;
- Increased flexibility and reliability of local water supplies, especially during droughts and other dynamic events;
- Enhanced ability to comply with federal and state drinking water standards;
- Sustainable use of regional drinking water resources; and

WHEREAS, the parties to this Agreement will maintain local ownership and control of their water resources, but are committing in this document to collaborate about water supply planning, cooperation, sustainability, and helping each other through drought or other emergency events and moving toward a more sustainable future; and

WHEREAS, this Agreement is authorized by North Carolina General Statute (NCGS) 143-355.8 and/or 160A-20.1.

THEREFORE, BE IT RESOLVED, that the signatories to this Agreement ("Participants" or "Parties") pledge to work together as part of a Triangle Water Supply Partnership ("Partnership"), as a regional water supply planning organization as authorized by NCGS 143-355.8; and,

BE IT FURTHER RESOLVED, that the individual units named as Participants will collaborate through the Partnership for regional water supply planning, to plan, maintain, implement and otherwise cooperate in providing long-term, sustainable, safe and secure regional water supplies for the Triangle Region; and,

BE IT FURTHER RESOLVED, that the Partnership will be guided by the principles of collaboration, sustainable water supply, environmental stewardship, mutual and collective benefit, shared responsibility, equal representation, and financial stability, but such collaboration is not intended and shall not be deemed to constitute a "partnership" as defined in NCGS Chapter 59.

NOW, THEREFORE, for and in consideration of the recitals and the mutual promises and covenants contained in this Agreement, the parties agree as follows:

1) **Purpose; Recitals:** The purpose of this Agreement is to collaborate in various activities related to a regional partnership for water supply. The Recitals are true and are incorporated into this Agreement and further explain the Purpose.

2) **Definitions**: In addition to the following defined terms, additional terms are defined elsewhere in this Agreement.

    a) Annual Budget – means the Annual Budget adopted with the 5-Year Project and Funding Plan.

b) Consensus – means a Partnership decision made by unanimous vote in favor of a proposed action by all the Representatives (or Alternate Representatives) present and voting at a meeting.

c) Dues – means Initial Dues, Annual Dues, and Special Projects Dues.

d) Fiscal Year – means July 1 through June 30.

e) Large Project – means a Project that is funded as a separate line item in the Annual Budget.

f) Partnership Operating Fund ("Fund") – means the Fund managed by the Fiscal Agent, consisting of revenue from Annual Dues and Special Project Dues, and interest thereon, and from which funds are disbursed to satisfy contractual obligations related to the Partnership's activities.

g) Project – means a Project included in the Annual Budget. Includes Small Projects, Large Projects, and Special Projects.

h) Project Lead Agency – means the Participant responsible for contracting and managing each Project.

i) Quorum – means more than one half of Participants have a Representative (or Alternate Representative) in attendance at a meeting.

j) Partnership Management – means management of the Partnership by the Administrative Agency including but not limited to meeting notices, arrangements, facilitation, and summaries; other communications; records retention.

k) Simple Majority Vote – means a Partnership decision made by vote of more than one-half of the total number of Representatives (or Alternate Representatives). For example, if there are 15 Members (and therefore 15 Representatives), 8 must affirmatively vote for a proposed action to pass by Simple Majority vote, regardless of how many Members may have a Representative in attendance at a meeting.

l) Small Project – means a Project that is funded from the single Small Projects line item in the Annual Budget.

m) Special Project – means a Project approved and funded (with additional dues) by a subset of Participants (this can also be a single Participant; e.g. when a task is added to a Project contract for work specific to that Participant).

n) Special Project Consensus – means a Partnership decision regarding a Special Project made by unanimous vote in favor of a proposed action by all the Representatives (or Alternate Representatives) of those Participants participating in the Special Project, present at a meeting at which a Special Project Quorum is present. For example, if 6 members are participating in a Special Project, at least

4 must be present for a quorum, and all those present must vote affirmatively for a proposed action to pass.

o) Special Project Quorum – means more than one half of the Participants in that Special Project have a Representative (or Alternate Representative) in attendance at a meeting.

p) Super Majority Vote – means a Partnership decision made by vote of at least three quarters of the total number of Representatives (or Alternate Representatives). For example, if there are 15 Members (and therefore 15 Representatives), 12 must vote affirmatively for a proposed action to pass by Super Majority Vote.

3) **Participants**:

a) All parties to this Agreement are Participants in the Partnership. The original parties to this Agreement are:

i) Town of Apex,

ii) Town of Cary,

iii) Chatham County,

iv) City of Durham,

v) Harnett County,

vi) Town of Hillsborough,

vii) Town of Holly Springs,

viii) Johnston County,

ix) Town of Morrisville,

x) Orange County,

xi) Orange Water and Sewer Authority,

xii) Town of Pittsboro, and

xiii) City of Raleigh.

b) Eligibility. Governmental entities, water and/or sewer authorities, public water utilities, regulated utilities which own and operate water supply reservoirs, reservoir operators providing water supply-related service within the Triangle Region, and any other entities authorized to participate by NCGS 143-355.8, and in the Neuse or Cape Fear River Basins, are eligible to become Participants ("Eligible Participants"). Notwithstanding this general definition, the Participants shall determine eligibility for any specific entity.

c) Addition of Participants. Eligible Participants may request to join the Partnership by submitting a request in writing to the Chair ("New Participant Request"). The New Participant Request must include acknowledgement and agreement that the Eligible Participant will be bound by the terms of this Agreement. A Super Majority Vote of the Partnership is required to add an Eligible Participant as a party. The Chair will notify existing Participants of a New Participant Request pursuant to paragraph 17(n) herein. The Chair will notify the Eligible Participant within 30 days following the Partnership's decision on the New Participant Request and of the amount of Initial Dues, if applicable. Addition of an Eligible Participant as a party becomes effective upon the Eligible Participant's execution of this Agreement and payment of Initial Dues.

d) Withdrawal of Participants. Participants may withdraw from this Agreement with 30 days written notice to all Participants, provided that any residual financial obligations pursuant to paragraph 14 herein shall survive such withdrawal until satisfied. Residual financial obligations will include any outstanding invoices for Dues as well as the withdrawing Participant's share of any Special Project contractual obligations existing at the time of withdrawal. To the extent possible, the scope and cost associated with any such Special Project contractual obligations will be reduced to address the withdrawal of the Participant, with a proportional reduction in the withdrawing Participant's financial obligation related to such Special Projects. No Dues refunds will be made.

e) Withdrawal Due to Nonpayment. Any Participant that fails to pay its Dues pursuant to paragraph 14 herein by October 31 is automatically deemed to have withdrawn from the Partnership on November 1 unless 1) the Chair receives a written request from the Participant prior to October 31 explaining the extenuating circumstances that justify the extension of time, and 2) the Partnership decides in a vote occurring before the automatic withdrawal date, to permit an additional 90-day grace period but not extending beyond January 29.

4) **Representatives**:

a) Each Participant's Manager, or designee, shall act for the Participant on matters related to the Partnership. Participants are encouraged to have three professional staff Representatives - the Representative, and First and Second Alternate Representatives - with said Alternate Representatives designated by the Manager, and eligible to vote only when the Representative is not present.

b) Representatives and Alternates are expected to stay informed about and to represent their Participant's interests. Each Representative or, when applicable, Alternate Representative, is expected to attend and fully participate in Partnership meetings and calls. Materials presented for discussion should be distributed at least 5 business days in advance of a meeting or earlier, as practical.

5) **Officers**: At the first official meeting of the Partnership after execution of this Agreement, and then each year at the annual meeting of the Partnership, the Participants shall elect a Representative or Alternate Representative to serve as Chair

and a Representative or Alternate Representative to serve as Vice Chair, both by Simple Majority Vote. The Vice Chair will perform the Chair's responsibilities when the Chair is unable to do so. The Chair or Vice Chair shall convene Partnership meetings, establish the meeting agendas, and preside at meetings. If neither the Chair or Vice Chair will be present for a meeting, the Chair will appoint a person to preside at that meeting. The Chair and Vice Chair shall have no additional power or authority over the Partnership. While there are no term limits established for the Chair or Vice Chair, it is the intention that the Chair and Vice Chair positions rotate among Participants.

6) **Meetings**:

a) The Participants shall meet as often as required, but no less than annually. Annual Meetings shall be scheduled by the Chair and noticed to all Representatives no less than 30 days in advance. Any matter may be voted on at an Annual Meeting. The Annual Meeting will be held toward the end of each calendar year and include budget adoption, in order to allow for Participants to adequately plan for their upcoming fiscal year budget.

b) Meetings will generally be held for the purposes of discussing the activities of the Partnership, planning for future activities, adopting the budget, and providing guidance and direction to the Administrative Agent, Fiscal Agent, and/or project managers, regarding ongoing Partnership activities and Projects.

c) The Chair, Vice Chair, or 25 percent of the Participants may call a meeting by providing notice to all Participants ("Called Meeting"). Notice may be made pursuant to paragraph 17(n) or may be delivered by electronic mail. No Called Meeting may be held with less than five business days' notice. No matter may be voted on at a Called Meeting that was not noticed at the time the notice of Called Meeting is sent to the Participants. All meetings shall be open to the public and conducted in facilities that would accommodate the public. Meeting times, dates, and locations will be noted on the Partnership's website in a location accessible by the public. Notices of meetings will also be publicly posted on the principal bulletin board of the Administrative Agent, or if the Administrative Agent is not a Member, the entity represented by the Chair.

d) Representatives (or Alternative Representatives) may participate in Called or Annual Meetings either in person or by teleconference.

7) **Voting**:

a) A majority of the Participants must be represented by either their Representative or Alternative Representative to constitute a quorum for the transaction of business at any meeting of the Partnership.

b) Each Participant will have one vote on all matters coming before the Partnership for consideration and the vote of each Participant will be counted equally.

c) If a Participant is not current in paying Dues but is within the allowed grace period and therefore has not been deemed to have withdrawn from the Partnership, then the vote of such Participant's Representative will be counted. If a Participant is not current in paying dues and is not within the grace period for such payment, the Participant shall not participate in any vote, and any vote by such Participant shall be null and void.

d) Representatives or Alternate Representatives may participate, including voting, in meetings by any means of communication by which all participating may simultaneously hear each other during the meeting.

e) Voting on any matter may occur outside of the Annual Meeting or a Called Meeting only upon the following terms. Any Participant may request a vote of the Partnership in writing with at least 2 business days' notice to all Participants. Votes taken pursuant to this section require a written affirmative vote (either electronic or hard copy) by the Representative (or Alternative Representative) for each Participant within thirty (30) days of the notice. If any Participant fails to provide an affirmative vote, the requested vote fails. Records of the requested vote, and each Participant's response, shall be retained as records of the Partnership.

f) No proxy voting will be permitted; that is, only the Representative or, if the Representative is not present, the Alternate Representative, may vote on behalf of a Participant.

8) **Decisions**:

a) While it will always be the goal of the Partnership to make decisions by Consensus, this section describes the decision process if Consensus cannot be reached.

b) Unless otherwise specified in this Agreement, a Simple Majority Vote shall be used for all matters before the Partnership.

c) Super Majority Votes are required for:

i) Establishing or changing the Fund's Annual Target Amount (if Super Majority Vote cannot be reached, the Fund's Annual Target Amount will be the previous year's amount); and

ii) Establishing or changing the dues allocation basis (if Super Majority Vote cannot be reached, the dues allocation basis will be the same as the previous year; however, any changes to a Member's Tier based on number of accounts will be made); and

iii) Approving a New Participant Request and establishing the new Participant's Initial Dues.

9) **Administrative Agent:**

a) Administrative Agent responsibilities include Partnership Management activities such as maintaining the official roster of Representatives and Alternates, preparing meeting agendas, sending notices for meetings, meeting facilitation and summaries, internal and external communication, technical and administrative document development and review, record retention, and website management. Administrative Agent responsibilities also include serving as or overseeing the Fiscal Agent.

b) The Administrative Agent, with approval and direction from the Partnership, may contract for:

i) Partnership management support
ii) Fiscal Agent services
iii) Small Project services
iv) Large Project services
v) Special Project services

c) The Participants hereby authorize the City of Durham to act as the Administrative Agent for the Partnership and recognize and appreciate the willingness of the City of Durham to do so.

d) The City of Durham's actions as the Administrative Agent for the Partnership's General Activities are performed on behalf of the Partnership and not as an instrument of joint agency.

e) The Partnership will advise the Administrative Agent regarding financial management and direction of the General Activities under this Agreement. The Administrative Agent will conform with the laws of North Carolina applicable to local governments in the selection of entities to provide services for all Projects and in contracting for such services.

f) The Partnership may appoint another Participant, or contract with another organization, to serve as Administrative Agent, upon Simple Majority Vote.

10) **Fiscal Agent**:

a) The Participants hereby authorize the City of Durham to act as the Fiscal Agent for the Partnership and recognize and appreciate the willingness of the City of Durham to do so.

b) The Partnership may appoint another Participant, or contract with another organization, to serve as Fiscal Agent, upon Simple Majority Vote.

c) The Fiscal Agent for the Partnership shall:

i) Administer and manage the Partnership Operating Fund, including carrying out its legal, contractual, fiscal, and fiduciary duties.

ii) Invoice Members for Dues by June 1 each year for the upcoming fiscal year.

iii) Receive Dues and notify the Chair monthly of any nonpayment issues.

iv) Hold Partnership Operating Fund monies ("Funds") in a restricted account, to be used solely at the request of the Partnership, for the Partnership's activities.

v) Disburse Funds only as specifically budgeted in support of the Partnership's General Activities, Projects, and Special Projects.

vi) Provide balance and disbursement summaries for the Partnership's account(s) at least annually or at more frequent intervals as requested by the Chair or by any Representative.

vii) Maintain such books, records, and systems of accounts so that the expenditures of Funds are accounted for as expended on the Partnership's General Activities, Projects, and Special Projects as budgeted and reported in the Partnership Operating Funds and shall provide same to any Participant within thirty (30) days of request.

viii) If the source of funds for any Project Contract is federal funds, comply with the following federal provisions pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

11) **Partnership Activities**:

a) The Partnership's General Activities will include, but not be limited to:

i) Identifying and implementing Projects that further the Partnership's objectives;

ii) Overseeing a Partnership Operating Fund to help implement Projects;

iii) Developing and maintaining a 5-Year Project and Funding Plan which includes a running 5-year plan of Projects including annual target Fund balances, annual spending and revenue amounts, and a Participant dues contribution schedule to fund Projects;

iv) Managing Projects through appropriate contractual agreements;

v) Coordinating with appropriate resource agencies and other interested parties; and

vi) Providing periodic reports and status updates to Participants.

b) Projects:

i) Small Projects: An amount will be budgeted annually to be used for any Small Projects that may come up during the year; this may include individual technical projects that support the mission of the Partnership, outreach, regulatory or legislative assessments, or data summaries, for example.

ii) Large Projects: Once approved and created as a Large Project by the Partnership, all anticipated costs for a Large Project shall be included and accounted for in the 5-Year Project and Funding Plan (Exhibit 1) as an individual line item.

iii) Special Projects: The Participants may seek additional opportunities to cooperate on mutually beneficial planning and capital projects related to water supply resources in the Triangle Region. Participation in a Special Project is at the discretion of each Participant. Such projects are created and defined as described in paragraph 12 below. Once created, Special Projects are included as individual line items in the 5-Year Project and Funding Plan (Exhibit 1).

12) Project and Budget Determination:

a) Project Development: Votes to create any Project will include approval of a Project Lead Agency, Project Scope, Project Schedule, Project Budget, list of Participants (for Special Projects), and any other information needed to define the Project.

i) If any single Project under consideration would be anticipated to increase any Member's Annual Dues in a single year by an amount equal or greater than the Member's projected Annual Dues in any year of the current 5-Year Project and Funding Plan, then upon request of that Member, the Project will be considered a Special Project and as such must be created per Paragraph 12 (a) (iii) below.

ii) Small Projects and Large Projects will be created and approved, and can be modified, upon Simple Majority Vote. Participants' Cost Shares will be as defined or amended per Paragraph 14 for Annual Dues.

iii) Each Special Project will be created and approved by affirmative vote of all Participants who choose to participate in that Special Project. Participants' Cost Shares will be as defined and approved by the Participants in the Special Project. Modification of a Special Project scope or budget also requires affirmative vote of all Participants in that Special Project. Other Special Project decisions may be made by Special Project Consensus vote.

b) Project Recommendations: Project recommendations may be submitted by individual Participants or solicited from interested third parties. Third parties may also present Project recommendations to the Partnership for consideration.

c) 5-Year Project and Funding Plan: Each year the Partnership will develop a 5-Year Project and Funding Plan including a current-year Annual Budget. The 5-Year Project and Funding Plan will include the associated dues contribution schedule required to provide funds to support Partnership Management and regular and ongoing projects, as well as to accumulate money reserved for Projects that may require several years of accumulated funds to accomplish, and to maintain a minimum balance of approximately $50,000 in the Partnership Operating Fund. Exhibit 1, attached hereto and incorporated herein by reference, contains the Partnership's initial 5-Year Project and Funding Plan.

d) Cost-Shared Funding: Participants should give special consideration to projects that can take advantage of cost-shared funding from outside partners to leverage the Partnership Operating Fund's budgets.

e) Project Financial Restrictions: The Partnership does not intend to take on debt or financial liabilities. Projects will be funded only to levels that do not exceed the Dues collected in any year plus money 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 Partnership Operating Fund set aside for that Project.

13) Project Management:

a) Distribution of Funds - Any Participant may serve as the Project Lead Agency for any Project. The Partnership may fund Projects by authorizing the Fiscal Agent to make grants to the Project Lead Agency in installments, lump sum, or as may be appropriate for the Project.

b) Project Manager (PM) – A PM will be approved for each Small or Large Project by Simple Majority Vote. A PM will be approved for each Special Project PM by affirmative vote of all participants in that Special Project. PM approval will be based on such factors as interest, capability, geographical location relative to the Project, size of the effort, and providing project management opportunities to all Participants. The PM will provide opportunities for the Participants to shape the scope of work, seek advice and counsel on proposals received and vendor selection, and provide regular status reports to the Participants.

c) At a minimum, Project contracts shall include:

   i) A detailed scope of work statement

   ii) Schedules for completion of work and disbursement of funds

   iii) Funding requirement necessary and available to complete the scope of work

   iv) A per-year not-to-exceed requirement that is consistent with the portion of the existing Partnership Operating Fund appropriated to that project for the current year

v) Procedures and conditions for amending, modifying or terminating the contract.

14) Dues:

a) Each Member will support the Partnership Operating Fund by payment of Annual Dues to the Fiscal Agent.

b) After invoices are received, Annual Dues are due as of July 1 each fiscal year and are considered timely if paid by July 31 of that fiscal year.

c) Annual Funding Target for Partnership Operating Fund:

i) The total amount to be collected in Annual Dues each fiscal year will be based on the amount needed to meet the Partnership Operating Fund annual target for the beginning of the fiscal year as shown in the 5-Year Project and Funding Plan adopted by the Partnership at its annual meeting the previous fiscal year.

ii) Exhibit 1 shows the initial 5-Year Project and Funding Plan including the Fiscal Year 2019 Annual Funding Target for the Partnership Operating Fund.

d) Cost Allocation Basis:

i) Annual Dues will be allocated according to a three-tiered dues structure based on each Participants' number of water connections at the time of budget adoption:

(1) Tier 1: 0-9,999 water connections - pays Base Rate
(2) Tier 2: 10,000-49,999 water connections - pays 2 times Base Rate
(3) Tier 3: 50,000+ water connections - pays 3 times Base Rate

ii) The Partnership may alter this basis for allocation of Annual Dues by Super Majority Vote without the need to revise this Agreement. For example, the Partnership may need to alter the cost allocation basis to accommodate a new Participant such as a reservoir operator that does not provide or plan for water connections. The 5-Year Project and Funding Plan adopted each year will include the current cost allocation basis.

iii) Allocation of Annual Dues will be done each year at the Partnership Annual Meeting, for the next fiscal year, to provide input for Participant budget planning.

iv) Additional costs to individual Participants for Special Projects (Special Projects Dues) will be included in appropriate Participant's dues as approved by the subset(s) of Participants participating in each Special Project.

e) Initial Dues:

i) Initial Dues for fiscal year 2019, shown in Exhibit 1, for each Member, are due the later of 60 days after the effective date of this Agreement, or 60 days after the Member executes the Agreement.

ii) For new Participants added after Initial Dues for fiscal year 2019 are adopted, Initial Dues will be based on the date of membership approval and will be the sum of the Participant's share of 1) the current fiscal year Annual Dues, 2) previous years' (up to 4 years maximum) Annual Dues for any ongoing Projects or upcoming Projects for which funding is being collected ahead of contracting, and 3) any Special Projects Dues for Special Projects in which that Participant wishes to participate. The exact amount of Initial Dues for a new Participant will be determined by the Partnership at the time of New Participant Request approval. New Participant Initial Dues will be allocated appropriately toward funding for Projects by the Fiscal Agent and taken into account by the Partnership during development of the following year's Annual Budget.

f) Final Dues: For any Participant that withdraws, Final Dues will be calculated and invoiced to the Participant based on unpaid Dues for the current fiscal year and ongoing Special Projects that include the withdrawing Participant.

g) All Dues payments are non-refundable.

h) Five-year Planning: For the first five years after this Agreement is effective, Annual Dues are projected to be slightly higher in the first two years to provide for initial planned Projects; the following three years' Annual Dues are slightly lower. It is the Participants' intention that future budgets will be planned with the goal to keep Annual Dues constant during each five-year period; however, changes to planned Projects may require some variation in Annual Dues within five-year periods and the actual amount of Annual Dues will be as adopted each year by the Partnership as part of adoption of the 5-Year Project and Funding Plan.

15) Duration, Automatic Renewal, Amendment and Termination:

a) The term of this Agreement shall begin upon the date it is properly authorized and executed by two Participants (Effective Date) and shall end on June 30, 2028 (Initial Term End Date). Thereafter, this Agreement shall become binding on each Participant only after approval and execution of the Agreement by a duly authorized representative of the Participant.

b) After the Initial Term End Date, the term of this Agreement shall be extended automatically for a period of five years unless all but one Participant has given thirty (30) days prior written notice of withdrawal.

c) This Agreement may be terminated by a Super Majority Vote of the Participants.

d) Any Participant may be removed from the Partnership by a Super Majority Vote of the Participants. For any Participant who is removed pursuant to this provision, Final Dues will be calculated and invoiced to the Participant as described in paragraph 14 (f).

e) This Agreement constitutes the entire agreement between the Parties with respect to its general subject matter. This Agreement may not be changed except in writing signed by all the Parties.

16) Additional agreements: It is understood that no party is obligated to participate in future separate agreements beyond this initial Agreement.

17) Miscellaneous Provisions:

a) The Parties each represent, covenant and warrant for the other's benefit as follows:

i) Each Party has all necessary power and authority to enter into this Agreement and to carry out the transactions contemplated by this Agreement, and this Agreement has been authorized by Resolution spread upon the minutes of each Party's governing body. This Agreement is a valid and binding obligation of each Party.

ii) Neither the execution and delivery of this Agreement, nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated by this Agreement, results in a breach of the terms, conditions and provisions of any agreement or instrument to which either Party is now a party or by which either is bound or constitutes a default under any of the foregoing.

iii) To the knowledge of each Party, there is no litigation or other court, or administrative proceeding pending or threatened against such Party (or against any other person) affecting such Party's rights to execute or deliver this Agreement or to comply with its obligations under this Agreement. Neither such Party's execution and delivery of this Agreement, nor its compliance with its obligations under this Agreement, requires the approval of any regulatory body or any other entity the approval of which has not been obtained.

b) The singular of terms used in this Agreement shall include the plural, and the masculine shall include the feminine, and vice versa.

c) A signed copy of this Agreement shall be considered as an original.

d) The parties intend that this Agreement be governed by the law of the State of North Carolina. In the event of conflict or default that might arise for matters associated with this Agreement, the Parties agree to informally communicate to resolve the conflict. If any such dispute cannot be informally resolved, then such

dispute, or any other claims, disputes or other controversies arising under this Agreement, shall be subject to resolution in a court of competent jurisdiction.

e) If any part of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this Agreement and the same shall continue to be fully effective and enforceable on the basis that said remaining provisions would have been agreed to by the Parties without the incorporation of such void, invalid or otherwise unenforceable paragraph, section, sentence, clause or phrase.

f) In the event of breach of this Agreement, the Parties shall be entitled to such legal or equitable remedy as may be available, including specific performance.

g) No provision of this Agreement shall be deemed to have been waived by any party hereto unless such waiver shall be in writing and executed by the same formality as this Agreement. The failure of any party hereto at any time to require strict performance by the other of any provision hereof shall in no way affect the right of the other party to thereafter enforce the same. In addition, no waiver or acquiescence by a party hereto of any breach of any provision hereof by another party shall be taken to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

h) There are no third-party beneficiaries to this Agreement.

i) No Party may sell or assign any interest in or obligation under this Agreement without the prior express written consent of the other Parties.

j) The Parties, and all subcontractors, shall comply with Article 2, Chapter 64, of the North Carolina General Statutes.

k) Nothing in this Agreement shall be construed to mandate purchase of insurance by any Party pursuant to N.C.G.S. 153A-435 or N.C.G.S. 160A-485; or to be inconsistent with Wake County's "Resolution Regarding Limited Waiver of Sovereign Immunity" enacted October 6, 2003; or to in any other way waive any Party's defense of sovereign or governmental immunity from any cause of action alleged or brought against any Party for any reason if otherwise available as a matter of law.

l) No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement or any other documents related to the transactions contemplated hereby. Such officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This section will not relieve

any such officer, agent or employee from the performance of any official duty provided by law.

m) This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. Either Party may convert a signed original of the Agreement to an electronic record pursuant to a North Carolina Department of Natural and Cultural Resources approved procedure and process for converting paper records to electronic records for record retention purposes. Such electronic record of the Agreement shall be deemed for all purposes to be an original signed Agreement.

n) Unless otherwise stated herein, all notices provided for herein shall be in writing and shall be sent properly by first-class mail to the parties at the addresses shown below, or to such other person or address as said party may provide in writing from time to time. Any such notice mailed to such address shall be effective upon the date received as shown by the return receipt or otherwise. All notices shall be effective three (3) days after having been deposited, properly addressed and postage prepaid, in the US Postal Service.

TOWN OF APEX
Marty Stone, Water Resources Director
PO Box 250
Apex, NC 27502-0250
marty.stone@apexnc.org

TOWN OF CARY
Sarah Braman, Water Resources Engineer
PO Box 8005
Cary, NC 27512-8005
sarah.braman@townofcary.org

CHATHAM COUNTY
Dan LaMontagne, Asst. County Manager & Director, Public Works & Utilities
PO Box 1550
Pittsboro, NC 27312
dan.lamontagne@chathamnc.org

CITY OF DURHAM
Vicki Westbrook, Deputy Director
Department of Water Management
101 City Hall Plaza
Durham, NC 27701
vicki.westbrook@durhamnc.gov

HARNETT COUNTY
Steve Ward, Director, Public Utilities
P. O. Box 1119
Lillington, NC, 27546
sward@harnett.org

TOWN OF HILLSBOROUGH
Julie Laws, Utilities Analyst
101 E. Orange St.
Hillsborough, NC 27278
Julie.Laws@hillsboroughnc.gov

TOWN OF HOLLY SPRINGS
Kendra Parrish, P.E., Director of Engineering
Town of Holly Springs
PO Box 8
Holly Springs, NC 27540
kendra.parrish@hollyspringsnc.us

JOHNSTON COUNTY
Chandra Coats, Public Utilities Director
PO Box 1049
Smithfield, NC 27577
chandra.coats@johnstonnc.com

TOWN OF MORRISVILLE
Kent Jackson, P.E., Town Engineer
100 Town Hall Drive
Morrisville, NC 27560
kjackson@townofmorrisville.org

ORANGE COUNTY
Howard Fleming, Jr., Engineering/Stormwater Division Supervisor
PO Box 8181
Hillsborough, NC 27278
hfleming@orangecountync.gov

ORANGE WATER AND SEWER AUTHORITY
Ruth Rouse, Planning and Development Manager
400 Jones Ferry Road
Carrboro, NC 27510
RRouse@owasa.org

TOWN OF PITTSBORO
Jeff Jones, Planning Director
PO Box 759
Pittsboro, NC 27312
jjones@pittsboronc.gov

CITY OF RALEIGH
Kenneth Waldroup, Assistant Public Utilities Director
PO Box 590
Raleigh, NC 27602
kenneth.waldroup@raleighnc.gov

(o) The Town of Cary shall not discriminate on any basis prohibited by law with reference to Cary's obligations under this Agreement. In the discharge of its duties and responsibilities under this Agreement, the City of Raleigh and its employees will abide by the policy of nondiscrimination as set forth in Raleigh City Code § 4-1004. Orange County and its employees will abide by Orange County Non-Discrimination Policy General Government and Administration Policy 11.0. All other parties to this Agreement will comply with the non-discrimination policies approved by their respective elected officials or boards.

IN TESTIMONY WHEREOF, the Parties, pursuant to resolutions of their respective governing boards spread upon their minutes, have caused this Agreement to be executed and attested by their duly authorized officers and their official seals affixed, the day and year written below.

(Signature) _____
Drew Havens, Town Manager
Town of Apex

DATE: 08/23/2018

ATTEST: _____

APEX 1873 NORTH CAROLINA

"this instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

_____
8/22/18

(Signature) _____
Sean Stegall, Town Manager,
Town of Cary

DATE: 10/5/18

ATTEST: Virginia H. Johnson

Certificate of Town of Cary Finance Officer

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

Shawn Reid
Deputy Finance Officer

10/4/18
Date

(Signature) Renee Paschal
Renee Paschal, County Manager
Chatham County

DATE: 9/6/18

ATTEST: Lindsay K. Ray

(Signature) _____
Thomas J. Bonfield, City Manager
City of Durham

Thomas J. Bonfield
City Manager

DATE: November 27, 2018

Attest:

ATTEST: _____
Dianalynn Schreiber
City Clerk – Durham, NC

CITY OF DURHAM 18 69 NORTH CAROLINA

This instrument has been pre-audited in a manner required by the Local Government Budget and Fiscal Control Act.

_____
Keith R. Herrmann, Finance Officer

(Signature) Paula K Stewart
Paula Stewart, County Manager
County of Harnett

DATE: 8-31-18

ATTEST: Margaret Regina Wheeler
Margaret Regina Wheeler, Clerk
Harnett County Board of Commissioners

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT
HARNETT COUNTY FINANCE
8/22/18

(Signature) Margaret A. Hauk for
Eric Peterson, Town Manager
Town of Hillsborough

DATE: September 5, 2018

ATTEST: Katherine M. Cathey

TOWN OF HILLSBOROUGH
Town of Hillsborough
NORTH CAROLINA

Memorandum of Agreement
Triangle Water Supply Partnership

(Signature) _____
~~Charlie Simmons, Town Manager~~ Randy Harrington, Town Manager /rep
Town of Holly Springs

DATE: 9/5/18

ATTEST: Linda Harper



(Signature) _____
Rick Hester, County Manager
Johnston County

DATE: 9-5-18

ATTEST: Paula G. Woodard, Clerk to Board



(Signature) Mth Paige
Martha Paige, Town Manager
Town of Morrisville

DATE: 9/10/16

ATTEST: Erin Y Hudson



Memorandum of Agreement
Triangle Water Supply Partnership

Orange County's Contract Number 2018-739

(Signature) _____
Bonnie Hammersley, County Manager
Orange County

DATE: 11/15/18

ATTEST: Melissa S. Allison
Melissa S. Allison, Executive Assistant

(Signature) _____

Ed Kerwin, Executive Director
Orange Water and Sewer Authority

DATE: 9/5/13

ATTEST: _____

ORANGE WATER AND SEWER AUTHORITY CORPORATE 1975 SEAL ORANGE COUNTY, N.C.

(Signature) _____
Bryan Gruesbeck, Town Manager
Town of Pittsboro

DATE: 9/25/2018

ATTEST: _____

Memorandum of Agreement
Triangle Water Supply Partnership

(Signature) _____
Ruffin Hall, City Manager
City of Raleigh

DATE: 10-19-18

ATTEST: _____

NORTH CAROLINA CITY OF RALEIGH

THIS INSTRUMENT APPROVED AS TO FORM

_____
CITY ATTORNEY

Memorandum of Agreement
Triangle Water Supply Partnership

Exhibit 1
Fiscal Year 2019 5-Year Project and Funding Plan

Cost Allocation Basis

Annual Dues will be allocated according to a three-tiered dues structure based on each Participant's number of water connections at the time of budget adoption:

a) Tier 1: 0-9,999 water connections - pays Base Rate
b) Tier 2: 10,000-49,999 water connections - pays 2 times Base Rate
c) Tier 3: 50,000+ water connections - pays 3 times Base Rate

Large Projects

- **Regional Water Shortage and Response Planning**: This project will support regional reliability, resiliency and redundancy, using the Interconnection Model developed by the Jordan Lake Partnership, and the North Carolina Division of Water Resources' OASIS model of the Neuse/Cape Fear Basins, to further understand the capabilities and limits of the Triangle Region's present water supply network. The goal will be to estimate infrastructure investments needed to meet future needs – at both the regional and local scale – during sustained or short-term shortages or constraints such as short-term or longer-term infrastructure issues, water quality issues, or long-term regional drought.

- **Triangle Regional Water Supply Plan:** This Plan will be much more than a simple update of the Jordan Lake Partnership's Plan. This new plan will include the larger Triangle Water Supply Partnership membership and a comprehensive evaluation of potential water sources.

- **Emergency Spill Response and Mitigation Plan Coordination**: Develop an appreciation for how each supplier's responses rely on coordination with others, and lay the ground work for that coordination & pre-planning by: assessing potential types, sources, and risks of sudden contamination of raw water supplies; e.g., tanker spill, airline crash, petroleum pipeline release, etc.; identify how consequences and responses to such incidents would differ according to the water supplies affected; e.g., regional sources, such as Falls/Jordan Lakes, or more local supplies, such as University Lake; possible project elements might include a regional inventory of local response plans & capabilities, opportunities to collaborate, suggestions on best practices, etc.

- **Interconnections Model Maintenance:** The Interconnections Model will be updated about every five years. The Regional Water Shortage and Response Planning Project will effectively update the Jordan Lake Partnership's Interconnections Model so the first anticipated occurrence of this project is FY24.

Memorandum of Agreement
Triangle Water Supply Partnership
Exhibit 1
Fiscal Year 2019 5-Year Project and Funding Plan

Table 1: Triangle Water Supply Partnership 5-Year Project and Funding Plan

	Budgeted Expenses				
	FY19	FY20	FY21	FY22	FY23
A. Partnership Management					
Partnership Management Support	$ 75,000	$ 75,000	$ 78,000	$ 78,000	$ 81,000
B. Small Projects					
Data summaries, regulatory evaluation, outreach, etc.	$ 24,000	$ 36,000	$ 30,000	$ 30,000	$ 30,000
C. Large Projects					
1. Regional Water Shortage and Response Planning	$ 150,000				
2. Interconnection Model Maintenance (FY24)					
3. Triangle Regional Water Supply Plan			$ 250,000		
4. Emergency Spill Response and Mitigation Plan Coordination					$ 150,000
Total Annual Expenditures	$ 249,000	$ 111,000	$ 358,000	$ 108,000	$ 261,000
Total Dues	$ 249,600	$ 300,000	$ 216,000	$ 216,000	$ 216,000
Partnership Operating Fund Target (beginning of year)	**$ 249,600**	**$ 300,600**	**$ 405,600**	**$ 263,600**	**$ 371,600**
Expected End-of-Year Fund Balance (carry over to next year)	$ 600	$ 189,600	$ 47,600	$ 155,600	$ 110,600

Memorandum of Agreement
Triangle Water Supply Partnership
Exhibit 1
Fiscal Year 2019 5-Year Project and Funding Plan

Table 2: Triangle Water Supply Partnership Initial Dues and Planned Annual Dues

			Initial Dues	Planned Annual Dues			
Member	Metered Connections	Tier	FY19	FY20	FY21	FY22	FY23
Town of Apex	15,000+	2	$20,800	$25,000	$18,000	$18,000	$18,000
Town of Cary	64,000+	3	$31,200	$37,500	$27,000	$27,000	$27,000
Chatham County	8,000+	1	$10,400	$12,500	$9,000	$9,000	$9,000
City of Durham	85,000+	3	$31,200	$37,500	$27,000	$27,000	$27,000
Harnett County	37,000+	2	$20,800	$25,000	$18,000	$18,000	$18,000
Town of Hillsborough	5,000+	1	$10,400	$12,500	$9,000	$9,000	$9,000
Town of Holly Springs	13,000+	2	$20,800	$25,000	$18,000	$18,000	$18,000
Johnston County	29,000+	2	$20,800	$25,000	$18,000	$18,000	$18,000
Town of Morrisville	0	1	$10,400	$12,500	$9,000	$9,000	$9,000
Orange County	0	1	$10,400	$12,500	$9,000	$9,000	$9,000
OWASA	18,000+	2	$20,800	$25,000	$18,000	$18,000	$18,000
Town of Pittsboro	< 10,000	1	$10,400	$12,500	$9,000	$9,000	$9,000
City of Raleigh	168,000+	3	$31,200	$37,500	$27,000	$27,000	$27,000
TOTAL DUES			$249,600	$300,000	$216,000	$216,000	$216,000
Base Rate			$10,400	$12,500	$9,000	$9,000	$9,000

3-tiered dues based on # of connections:

0-9,999 Connection= Base Rate

10,000-49,999= 2x Base Rate

50,000- up= 3x Base Rate

THIS INSTRUMENT HAS BEEN
PREAUDITED IN THE MANNER REQUIRED
BY THE LOCAL GOVERNMENT BUDGET
AND FISCAL CONTROL ACT
HARNETT COUNTY FINANCE
8/22/18

Table 3: Triangle Water Supply Partnership FY19 Annual Budget

	FY19 Annual Budget
Carry Over from Previous Year	$0
Total Dues	$ 249,600
Partnership Operating Fund Target (beginning of year)	**$ 249,600**
Expenditures	
A. Partnership Management	
Partnership Management Support	$ 75,000
B. Small Projects	
Data summaries, regulatory evaluation, outreach, etc.	$ 24,000
C. Large Projects	
1. Regional Water Shortage and Response Planning	$ 150,000
Total Annual Expenditures	**$ 249,000**
Expected End-of-Year Fund Balance (carry over to next year)	$ 600