

Remote Access Option for General Public via Zoom (unless technical difficulties):
<https://us02web.zoom.us/j/85948891960> ; Meeting ID: 859 4889 1960

	<i>Pg #</i>	<i>Presenter</i>
3		
1. Call to Order		Mayor Fitzsimmons
2. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
3. Conflict of Interests Statement		Mayor Fitzsimmons
4. Consent Agenda		Town Manager Coffey
A. May 22, 2023 Town Council Regular Meeting Minutes	3	
B. Monthly Tax Report	6	
C. Budget Amendment – Police	11	
D. Budget Amendment – Recreation Complex	13	
E. Board of Education MOU for North Buncombe High School Canopy Project ..	15	
5. Town Manager’s Report	19	Town Manager Coffey
6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
7. Discussion & Action Items		
A. Active Weaverville Bike-Ped Plan Adoption	22	Rachael Bronson, TPD
B. Adoption of FY 2023-2024 Budget, Fee Schedule, & Pay Plan	35	Town Manager Coffey
C. Ratification of MOU with Buncombe County Schools for SRO services	55	Town Manager Coffey
D. Recreation Complex Update	58	Town Attorney Jackson
E. Water System Resiliency Project – Purchase of Generators	60	Public Works Dir. Pennell
F. Quarterly Report – Public Works and Water	80	Public Works Dir. Pennell
8. Adjournment		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest related to the Town of Weaverville. Normal rules of decorum apply to all comments and duplicate comments are discouraged. The general public comments section of the meeting will be limited to 20 minutes. Comments during the meeting are generally limited to 3 minutes. You must be recognized before giving your comment. Written comments timely received will be provided to Town Council and read during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (2) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

**WEAVERVILLE TOWN COUNCIL REGULAR MEETING – JUNE 26, 2023, AT 6PM
REMOTE ELECTRONIC MEETING LOGIN CREDENTIALS**

The Weaverville Town Council has elected to continue to provide the general public with remote electronic access to its regular monthly meetings, unless technical issues prevent such access.

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided to inform the public that the **Weaverville Town Council regular monthly meeting on Monday, June 26, 2023, at 6:00 p.m. will be held as an in-person meeting (Council Chambers/Community Room at Town Hall, 30 South Main Street) with remote attendance by the general public allowed via Zoom.** For those members of the public wishing to attend remotely via Zoom the following information is provided.

A virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting. The instructions to access this meeting are:

To join the meeting by computer, go to this link <https://us02web.zoom.us/j/85948891960>
You may be asked for permission to access your computer’s video and audio. If so, click “allow.”
You will then be asked for the Meeting ID which is: 859 4889 1960. You will first enter a virtual waiting room. The host will admit you into the meeting just prior to the start of the meeting.

To join the meeting by phone, call: (253) 215-8782 or (301)715 8592
You will then be asked for the Meeting ID which is: 859 4889 1960 . There is no password for this meeting, so if asked for one just press the # button.

Guidelines and Instructions for General Public Comment: A portion of the meeting will be set aside for general public comments. Town adopted Rules for Public Comment will apply. Normal rules of decorum apply to all comments and duplicate comments are discouraged. Public comments may be submitted during the in-person meeting or in writing in advance, but will not be taken from those attending remotely. The public comments section of the meeting will be limited to approximately 20 minutes, but may be extended by Town Council if time allows. You must be recognized before giving your comment and must make comments from the podium. Individual comments during the meeting are generally limited to 3 minutes. Written comments timely received will be provided to Town Council and read into the record during the meeting as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than with the mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

To view the agenda and related materials, please visit the Town’s website at <https://www.weavervillenc.org>.

Access to the Meeting Recording: A recording of the meeting will be available for one or two months, depending on storage capacity, beginning about 24 hours after the meeting. To access the recording visit the Town’s website at <https://www.weavervillenc.org> or the Town’s YouTube channel at https://www.youtube.com/channel/UckBK1doIGY_O6_vJiqimFUQ, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor
6/22/2023



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, May 22, 2023**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, May 22, 2023, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC, with remote electronic access by the general public via Zoom.

Councilmembers present were: Mayor Patrick Fitzsimmons, Vice Mayor Jeff McKenna, and Councilmembers Doug Jackson, Andrew Nagle, Catherine Cordell, and Michele Wood. Councilmember John Chase was absent.

Staff members present were: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Clerk/Planning Director James Eller, Finance Officer Tonya Dozier, Deputy Clerk/Communications Coordinator Grace Keith, Police Chief Ron Davis, Fire Chief Scottie Harris, Public Works Director Dale Pennell, Water Treatment Plant Supervisor Randall Wilson, and Zoom Room Coordinator Lauren Ward.

1. Call to Order

Mayor Patrick Fitzsimmons called the meeting to order at 6:00 p.m.

2. Approval/Adjustments to the Agenda

Councilmember Jackson motioned to approve the agenda as presented. All voted in favor of the motion. Motion passed 7-0.

3. Conflicts of Interest Statement

Mayor Fitzsimmons noted that it is the duty of the Mayor and every Town Council Member to avoid both conflicts of interest and appearances of conflicts. No member had any known conflict of interest or appearance of conflict with respect to any matters presented before Town Council.

4. Public Hearing – FY2024 Budget

Mayor Fitzsimmons declared the public hearing open.

Town Manager Selena Coffey noted that the public hearing had been properly noticed in accordance with North Carolina law and then presented Council with information regarding the FY2024 Budget.

No written comments were received, and no one was present at the meeting or via Zoom that wished to provide any comment. Council members had questions centered around pay raises for Council members, the new stormwater fees versus tax rate increase or the use of fund balance to fund the streetsweeper.

Mayor Fitzsimmons closed the public hearing without objection.

5. Public Hearing – Water Shortage Response Plan Amendments

Mayor Fitzsimmons declared the public hearing open.

Water Plant Supervisor Randall Wilson noted that the public hearing had been properly noticed and presented Council with information on amendments to the Water Shortage Response Plan.

Ms. Jackson indicated that two written comments via email were received and had been distributed to Town Council prior to the meeting. No one was present at the meeting or via Zoom that wished to provide any comment, so Mayor Fitzsimmons closed the public hearing without objection.

6. Consent Agenda

Councilmember Cordell motioned for the approval of the Consent Agenda. All voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 7-0.

- A. **April 18, 2023 Town Council Workshop Minutes**– *Minutes approved as presented*
- B. **April 24, 2023 Town Council Regular Meeting Minutes**– *Minutes approved as presented*
- C. **May 16, 2023 Town Council Workshop Minutes** – *Minutes approved as presented*
- D. **Monthly Tax Report** – *Information only*
- E. **Budget Amendment – Administration** – *Budget amendment approved as presented*
- F. **FY 2023 Audit Contract** – *Approved engagement letter/contract with Gould Killian CPA*
- G. **American Rescue Plan Act (ARPA) Award – Grant Project Ordinance** – *Amended and Restated Grant Project Ordinance adopted*
- H. **Road Closure Ordinances – Music on Main, Fourth of July** – *Road Closure Ordinances adopted for Music on Main & Fourth of July*

7. Town Manager’s Report

Town Manager Coffey presented her Manager’s report to Council which included updates on the Town’s Memorial Day Observance, the Eller Cove watershed plans, the Town’s Recreation Complex, the new Town website, efforts to obtain state/federal funding for water treatment plant expansion, short term rentals, and the Active Weaverville bike-ped plan as well as information regarding the Summer Concert Series, and the Weaverville-Woodfin water interconnection.

8. General Public Comment

General public comments may be submitted either during the meeting or in writing in advance of the meeting. Normal rules of decorum apply to all comments. The general public comments section of the meeting will be limited to 20 minutes and priority will be given to those commenters in attendance. Individuals presenting comments during the meeting are generally limited to 3 minutes. Written comments that are timely received will be provided to Town Council and read into the record during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (must be received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828) 645-7116.

Fred Freedman of 500 Rockhold Dr. expressed a concern about blocked sidewalks on Florida Avenue.

9. Discussion & Action Items

A. Water System Development Fee Study Presentation

Darryl Parker of Willdan Financial Services presented to Town Council the results of the water system development fee study. Town Council reached a consensus to set the water system development fee at around \$5,000 per ERU under the incremental method.

B. Local Water Supply Plan and Water Shortage Response Plan Approval

Town Water Treatment Plant Supervisor Randall Wilson noted that North Carolina law (NCGS 143-355(1)) requires each unit of local government that provides public water service to prepare and submit a local water supply plan and water shortage response plan to the Department of Environmental Quality (DEQ) for approval every five years. These plans were last approved in 2018. Mr. Wilson also noted that the Local Water Supply Plan has been drafted with technical assistance from DEQ and includes the necessary data.

Councilmember Cordell made a motion that Town Council adopt the following and direct staff to make the proper submissions to the North Carolina Department of Environmental Quality: (1) Resolution Approving the Local Water Supply Plan; (2) Ordinance Amending Code Chapter 30 Concerning the Water Shortage Response Plan; and (3) Resolution Approving the Water Shortage Response Plan. Motion passed unanimously.

C. Water Commitment Renewal – 9 Pleasant Grove Road

Public Works Director Dale Pennell noted that Town Council is asked to consider taking action to renew a water commitment letter for the townhouse proposed for 9 Pleasant Grove Road, for an additional year. Mr. Pennell noted that this project is located just outside the Town's municipal jurisdiction and is contiguous to the primary municipal border now that the properties located at 480 Reems Creek Road are within the Town's limits. The original water commitment did not include a condition of annexation.

Council Member Doug Jackson made a motion to renew the water commitment for an additional year, through May 24, 2024, conditioned upon annexation into the Town. Motion passed unanimously.

D. Core Values Discussion

Councilmember Cordell led a discussion concerning commonality found among individual core values and how they relate to public values and the balancing of the competing values of liberty, equality, community, and prosperity.

E. Quarterly Report – Police

Police Chief Ron Davis presented Town Council with the quarterly report for the Police Department.

F. Quarterly Report – Fire

Fire Chief Scottie Harris presented Town Council with the quarterly report for the Fire Department.

10. Adjournment

Without objection, Mayor Fitzsimmons declared the meeting adjourned. Meeting adjourned at approximately 7:45 pm.

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 26, 2023
SUBJECT: Monthly Tax Report
PRESENTER: Finance Director
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County provides the following monthly tax report for May 2023. This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2022-2023**

**Tax Year 2022
Summary for YTD May 2023:**

Original Billed Amt	\$	3,986,152
Abs Adj (Adjustments by Assessor)	\$	(597)
Bill Releases	\$	(42)
Discovery Levy	\$	5,720
Additional Levy	\$	-
Net Levy	\$	3,991,232
Total Current Year Collections	\$	3,987,957
% Collected		99.92%
Total Left to be Collected:	\$	3,275
Prior Years Tax Paid	\$	4,188
Prior Years Interest Paid	\$	547

Data as of: 6/5/2023 11:31:12 PM

Report Parameters:

Date Sent to Finance Start: **Min - May 1, 2023** Date Sent to Finance End: **Max - May 31, 2023** Abstract Type: **BUS,IND,PUB,REI,RMV**

Tax District: **WEAVERVILLE**

Levy Type: **Admin Expense, Advertisement Fee, Attorney Fee, Collection Fee 5, Collection Fee 9, Cost, Docketing Expense, EXPENSE, FEE INTEREST, Garnishment Fee, Interest, LATE LIST PENALTY, Legal Ad Expense, NSF Penalty, Postage Expense, Sheriff Service Fee, SPECIAL ASSESSMENT, TAX, VEHICLE FEE, WEAVERVILLE TAX**

Tax Year: **2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004** Year For: **2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003** Collapse Districts: **N**

Default Sort-By: **Tax Year** Grouping: **Tax District,Levy Type**

Fiscal Year Activity from July 1, 20XX to May 31, 2023													Activity from May 1, 2023 to May 31, 2023			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	% Coll.	Unpaid Balance (\$)	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Assessor Refunds (\$)	Additional Levy (\$)	
2022	0.00	0.00	0.00	0.00	0.00	0.00	4,814.76	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2021	0.00	0.00	4,814.76	0.00	0.00	0.00	5,042.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2020	0.00	0.00	5,042.64	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2019	0.00	0.00	11,524.83	0.00	0.00	0.00	5,056.63	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2018	0.00	0.00	5,056.63	0.00	0.00	0.00	316.01	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2017	0.00	0.00	316.01	0.00	0.00	0.00	39.57	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2016	0.00	0.00	39.57	0.00	0.00	0.00	64.92	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2015	0.00	0.00	64.92	0.00	0.00	0.00	100.08	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	
2014	0.00	0.00	100.08	0.00	0.00	0.00	10.54	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	

2013	0.00	0.00	10.54	0.00	0.00	0.00	0.00	0.00	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2010	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	28,733.67	0.00	142.29	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	28,733.67	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY																			
2022	2,565.97	4.77	0.80	733.13	3,283.53	3,259.71	23.82	0.00	0.00	3,259.71	23.82	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	3,259.71	0.00	0.00	99.27 %	0.73 %	0.00	0.00	99.27 %	0.73 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,388.18	25.74	0.00	0.00	4,388.18	25.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	4,388.18	0.00	0.00	99.42 %	0.58 %	0.00	0.00	99.42 %	0.58 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	6,669.09	378.50	0.00	0.00	6,669.09	378.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	6,669.09	231.82	0.00	94.63 %	5.37 %	0.00	0.00	94.63 %	5.37 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	5,088.12	548.85	2.30	9,976.25	14,745.04	14,316.98	428.06	0.00	0.00	14,316.98	428.06	0.28	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	14,316.98	231.82	0.00	97.10 %	2.90 %	0.00	0.00	97.10 %	2.90 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX																			
2023	0.00	0.00	10.23	1,157.92	1,147.69	164.84	982.85	0.00	0.00	164.84	982.85	164.84	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	164.84	0.00	0.00	14.36 %	85.64 %	0.00	0.00	14.36 %	85.64 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2022	3,986,151.82	597.31	42.26	5,719.53	3,991,231.78	3,987,956.71	3,275.07	0.00	0.00	3,987,956.71	3,275.07	5,413.51	43.34	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	3,987,956.71	0.00	0.00	99.92 %	0.08 %	0.00	0.00	99.92 %	0.08 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2021	3,717,652.88	3,168.26	36.26	14,153.16	3,729,128.36	3,726,038.83	3,089.53	0.00	0.00	3,726,038.83	3,089.53	30.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	5.92	3,726,044.75	526.84	0.00	99.92 %	0.08 %	0.00	0.00	99.92 %	0.08 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2020	3,354,216.35	5,999.72	60.27	22,850.56	3,373,733.68	3,371,479.68	2,254.00	0.00	0.00	3,371,479.68	2,254.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	1,451.48	3,372,931.16	2,726.76	0.00	0.00	99.93 %	0.07 %	0.00	0.00	99.93 %	0.07 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	71,719.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	71,719.36	0.00	0.00	100 %	0 %	0.00	0.00	100 %	0 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	66,539.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	66,539.41	0.00	0.00	100 %	0 %	0.00	0.00	100 %	0 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	82.56	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	82.56	0.00	0.00	100 %	0 %	0.00	0.00	100 %	0 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	11,199,483.73	9,765.29	3,270.37	43,881.17	11,233,582.84	11,223,981.39	9,601.45	0.00	0.00	11,223,981.39	9,601.45	5,609.23	43.34	0.00	0.00	0.00	0.00	0.00	0.00
	1,457.40	11,225,438.79	3,253.60	0.00	0.00	99.91 %	0.09 %	0.00	0.00	99.91 %	0.09 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX																			
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	0.00	44,424.98	5,336.77	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	44,424.98	0.00	0.00	89.28 %	10.72 %	0.00	0.00	89.28 %	10.72 %	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2018	1,576.57	0.00	3.29	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	58.11 %	41.89 %							
2017	771.97	0.00	2.21	769.76	145.15	624.61	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	18.86 %	81.14 %							
2016	217.62	0.00	2.56	215.06	168.06	47.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	78.15 %	21.85 %							
2015	201.36	0.00	8.59	192.77	160.43	32.34	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	83.22 %	16.78 %							
2014	2,126.15	0.00	5.98	2,120.17	28.67	2,091.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	28.67	0.00	1.35 %	98.65 %							
2013	570.35	0.00	0.00	570.35	1.15	569.20	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	1.15	0.00	0.20 %	99.80 %							
2012	752.46	0.00	111.58	640.88	204.72	436.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	31.94 %	68.06 %							
Sub.	56,171.30	0.00	327.28	55,844.02	46,047.33	9,796.69	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	46,047.33	0.00	82.46 %	17.54 %							
Total	11,260,743.15	10,314.14	3,599.95	11,304,171.90	11,313,079.37	19,826.20	5,751.80	43.34	0.00	0.00	0.00	0.00	0.00
		1,457.40	11,314,536.77	3,485.42	99.82 %	0.18 %							

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 26, 2023
Subject: Budget Amendment – Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

A portion of each distribution the Town receives from the ABC Store must be allocated to Alcohol Education, and Law Enforcement activities. As an extra distribution in June 2023 the Town received **\$7,000.00** for Alcohol Education and **\$5,000.00** for Law Enforcement.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2022-2023 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2022-2023

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26400	Police - Alcohol Ed & Prevention	\$7,000.00
010-430-431-26450	Police - ABC Law Enforcement	\$5,000.00

What expense account(s) are to be decreased or additional revenue expected to offset expense?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-06045	ABC Store - Alcohol Education	\$7,000.00
010-004-300-06050	ABC Store - Police Dept Revenue	\$5,000.00

Justification: Please provide a brief justification for this budget amendment. *ABC Store distribution (additional) for FY 2023.*

_____	_____
Authorized by Finance Officer	Date
_____	_____
Authorized by Town Manager	Date
_____	_____
Authorized by Town Council (if applicable)	Date

- Budget Ordinance Section 7:
- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
 - C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
 - D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
 - E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 26, 2023
Subject: Budget Amendment – Community Center Recreation Complex
Presenter: Town Finance Director/Town Manager
Attachments: Budget Amendment Form

Description:

The Community Center fundraising program kicked off in February 2021, in order to raise money from the community to help complete the project. During February – June 2023 the Town collected an additional **\$192.04** in donations. The total collected to date now stands at \$45,211.20. These latest funds are being assigned to Fixtures & Equipment for the Recreation Complex phase of the project.

A budget amendment is needed so that the funds can be spent on the Recreation Complex at the Community Center.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment for this capital project.

Budget Amendment FY 2022-2023

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
070-300-000-19003	Fixtures & Equipment	\$192.04

What expense account(s) are to be decreased or additional revenue expected to offset expense?

Account	Account Description	Transfer Amount
070-000-300-60020	Community Center - Contributions	\$192.04

Justification: Please provide a brief justification for this budget amendment. *To record donations received from the public for brick sales in Feb-June 2023 for the Community Center.*

Authorized by Finance Officer

Date

Authorized by Town Manager

Date

Authorized by Town Council (if applicable)

Date

Budget Ordinance Section 7:

- B. *The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.*
- C. *The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.*
- D. *The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.*
- E. *The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.*

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 26, 2023

SUBJECT: Board of Education MOU regarding North Buncombe High School Canopy Project

PRESENTER: Public Works Director Dale Pennell

ATTACHMENTS: Proposed MOU

DESCRIPTION/SUMMARY OF REQUEST:

North Buncombe High School has plans to construct a masonry canopy along the front sidewalk to provide some shelter during drop-off and pickup. One of the footings for the project will be close to the Town's waterline.

With this in mind the staff and attorney for the Buncombe County School System propose that the Buncombe County Board of Education and the Town of Weaverville enter into a Memorandum of Understanding (MOU) that establishes the parameters of the project as it relates to the Town's waterline, including a prohibition on any improvements being installed or constructed within 8-feet of the Town's waterline.

The Town Manager, Public Works Director and Town Attorney do not have any opposition to this project proceeding in accordance with the terms of the proposed MOU or Town Council's approval of it.

COUNCIL ACTION REQUESTED:

Town Council action to approve the MOU so that the canopy project can proceed at North Buncombe High School.

Memorandum of Understanding
by and between the Buncombe County Board of Education and the
Town of Weaverville, Concerning Utility Lines Near North Buncombe
High School

This Memorandum of Understanding (“MOU”) is made and entered into on this ___ day of _____, 2023, by and between the **Buncombe County Board of Education** (the “Board”), the governing body of the Buncombe County Schools, and the **Town of Weaverville**, a body politic and corporate of the State of North Carolina (the “Town”), owner and operator of utility service systems, including a municipal water distribution system (the “Water System”). In consideration of the mutual promises and covenants contained herein, the Board and Town agree as follows:

1. Purpose. North Buncombe High School (“NBHS”) is a constituent school of the Board’s schools. The Board is undertaking a project to renovate a portion of the NBHS property, specifically to construct a masonry canopy structure along the front sidewalk intended to provide cover for dropping off and picking up students (the “Project”). In preparation for the Project, the Board discovered that an intended footing for the Project will be located near a waterline that serves NBHS and is a portion of the Town’s Water System. The Board has agreed to locate the footing eight feet (8’) from the waterline, and the Town has agreed to permit construction of the Project within such proximity to its waterline, pursuant to this MOU.
2. Term. This MOU shall be effective from the date first indicated above through completion of the Board’s Project.
3. Obligations of the Town:
 - A. Cause its Public Works Director to review and approve the location of the portion of the Project in relation to the Town’s waterline.
 - B. Notify the Board’s Director of Buildings and Maintenance as soon as practicable upon notice that the Town’s waterline or any part of its Water System has been affected by construction of the Project.
 - C. Notify the Board as necessary of the need for repair or replacement of the Town’s waterline, with as much time as possible under the circumstances to permit the Board to prepare, budget for, and perform its obligations hereunder.
4. Obligations of the Board:
 - A. Construct the Project in a careful manner, reasonably calculated to protect the Town’s Water System in general and waterline in the vicinity of the Project in particular from damage, including without limitation siting the footing of the Project to be constructed at least eight feet (8’) from the waterline, with review and approval by the Town in accordance with this MOU.
 - B. Remain financially responsible for repair of any damage to resulting to the waterline or the Water System on account of construction of the Project.

- C. In the event of the need for repairs to or replacement of the said waterline, to assist the Town by temporarily removing and replacing as necessary sections of the canopy and sidewalk.

5. Miscellaneous.

A. It is the intent of the parties to communicate informally as to the matters herein. Notice may be accomplished via any of the means provided below, and failure to provide notice in any particular form shall not provide a basis for either party to refuse performance of its obligations herein. The parties agree to update each other when changes are made to the following contact information:

If to the Board:

Buncombe County Schools

Director of Facilities & Planning and

Maintenance Department Director

172 Bingham Road

Asheville, NC 28806

Phone: 828-255-5916

Fax: 828-255-5923

Email: tim.fierle@bcsemail.org or clark.wyatt@bcsemail.org

If to the Town:

Town of Weaverville

Public Works Director

15 Quarry Road

Weaverville, NC 28787

Phone: 828-645-0606

Email: dale.pennell@weavervillenc.org

B. The Board and the Town shall be independent contractors, and nothing herein shall be construed as creating a partnership or joint venture; nor shall any employee of either party be construed as employees, agents, or principals of any other party hereto. Each party agrees to assume the liability for its own acts or omissions, or the acts or omissions of their employees or agents, during the term of this agreement to the extent permitted under North Carolina law.

C. This MOU shall be governed by the laws of the State of North Carolina.

D. This MOU may be modified or amended by mutual consent of the parties as long as the amendment is executed in the same fashion as this agreement. Notwithstanding the foregoing, the parties may develop additional policies and procedures by consent to implement this agreement. Further, each party may develop internal policies and procedures to implement their respective obligations under this agreement.

E. This MOU, included any attachments hereto, constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, whether

written or oral, relating to the subject matter of this agreement.

F. In the event that any provision of this MOU shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

G. There are no third-party beneficiaries to this MOU. Nothing in this agreement shall create or give to third parties any claim or right of action against the parties to this MOU.

H. The person(s) executing this MOU on behalf of each party has authority to do so as an official, binding act of the party.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the date first set forth above.

Buncombe County Board of Education

By: _____
Ann Franklin, Board Chair

Town of Weaverville

By: _____
Patrick Fitzsimmons, Mayor



June 2023

Introduction of Town Clerk

I would like to introduce our new Town Clerk, Tamara Mercer, at this meeting. She will be serving as Town Clerk and will serve in this role for Town Council meetings, as well as Planning Board and Board of Adjustment. She will also be charged with maintaining the Town's website and disseminating the Town's e-Focus, assisting me with special projects, etc. Ms. Mercer comes to us from the Town of Beech Mountain. She is a Master Municipal Clerk (MMC) as designated by the Master Municipal Clerk Program of the International Institute of Municipal Clerks (IIMC). Prior to serving in her role as Town Clerk/Human Resource Director in Beech Mountain, Ms. Mercer served as Clerk for the City of Wilmington. We welcome her to our team!

CodeRED Implementation

As I have noted to Town Council previously, we have now purchased the CodeRED application to provide text or email notifications to our public. This will be rolled out for public enrollment at the end of July and you will hear more information from me about the system as we go through the set-up process.

2023 Parade Plans

Staff has been working on developing new safety protocols for parades held in Town. These changes have come about as staff is responding to terrible tragedies that have happened during parades across the state and the nation. The following changes to parade plans are a culmination of months of meetings and discussions with a strong cross-section of all involved Town departments and staff having monitored legislative activities in this regard. The following list of revised plans and protocols will better protect and benefit parade participants, parade onlookers, and downtown businesses.

- Change parade start time to 11am (this will change staging times to 9:00am)
- Staging will be in the Post Office/SECU/Tractor Supply lots to avoid the five points intersection.
- The parade will end and unloading will begin on Yost St.
- The parade will be limited to 75 entries. Entries will register on a first come, first served basis via an online form. The form will be released on October 1st and close on October 31st, unless all 75 spots are filled earlier.
 - All entries must pay a \$20.00 registration fee – this fee can go towards a charity or non-profit organization (such as Cops for Kids) or to Town parade efforts.

- All vehicle drivers must be 25 years of age or older.
- All vehicles entering parade staging must have a vehicle check by WPD (this will occur at the mandatory safety meeting).
- House Bill 633 regarding parades is attached for reference.

Weaverville-Woodfin Water Interconnection

Staff has continued conversations with staff from the Woodfin Water District and will be continuing to these conversations in July. It is my hope that we will have this finalized in late summer.

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2023

H

1

HOUSE BILL 633

Short Title: Shine Like Hailey Parade Safety Act. (Public)

Sponsors: Representatives Sossamon and Winslow (Primary Sponsors).
For a complete list of sponsors, refer to the North Carolina General Assembly web site.

Referred to: Transportation, if favorable, Rules, Calendar, and Operations of the House

April 18, 2023

1 A BILL TO BE ENTITLED
2 AN ACT TO ENACT THE "SHINE LIKE HAILEY PARADE SAFETY ACT" BY
3 AMENDING THE MOTOR VEHICLE LAWS OF THE STATE TO IMPOSE SAFETY
4 REQUIREMENTS FOR OPERATION OF A PARADE VEHICLE.

5 The General Assembly of North Carolina enacts:

6 **SECTION 1.** Article 3 of Chapter 20 of the General Statutes is amended by adding
7 a new section to read:

8 **"§ 20-157.2. Parade vehicles.**

9 (a) This section may be referred to as the "Shine Like Hailey Parade Safety Act."

10 (b) No person shall conduct, manage, or sponsor a parade in a municipality with a
11 population of 35,000 or more unless the person obtains a permit from the municipality that
12 includes all of the following requirements:

13 (1) No earlier than seven days before the date of the parade, the police department
14 or fire department inspects each motor vehicle for safety and verifies that the
15 vehicle is registered and insured.

16 (2) The operator of the motor vehicle is at least 25 years of age and has a valid
17 drivers license.

18 (c) A municipality with a population of less than 35,000 may include the same
19 requirements for a parade permit as set forth in subsection (b) of this section."

20 **SECTION 2.** G.S. 20-169 reads as rewritten:

21 **"§ 20-169. Powers of local authorities.**

22 Local authorities, except as expressly authorized by G.S. 20-141 and 20-158, shall have no
23 power or authority to alter any speed limitations declared in this Article or to enact or enforce
24 any rules or regulations contrary to the provisions of this Article, except that local authorities
25 shall have power to provide by ordinances for any of the following:

26 ...

27 (3) ~~Regulating~~ Subject to the requirements of G.S. 20-157.2, regulating the use of
28 the highways by processions or assemblages.

29 ...

30 Signs shall be erected giving notices of the special limits and regulations under subdivisions (1)
31 through (4) of this section."

32 **SECTION 3.** This act is effective when it becomes law.



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 26, 2023
Subject: Active Weaverville Plan Adoption
Presenter: Rachael Bronson, Traffic Planning Design, Inc.
Attachments: Presentation Slides

Description:

During this meeting, Town Council will be asked to adopt the Active Weaverville Bike-Ped Plan. The finalized Plan was emailed to Town Council on May 16, 2023, but has not been duplicated within the agenda packet due to its length. The Plan is also available on the Town’s website at <https://weavervillenc.org/town-council-government/forms-and-documents/> under Parks & Recreation.

Town Council Action Requested:

The Town Manager recommends adoption of the Active Weaverville Plan and recommends that Town Council plan on discussing the implementation of the Plan during a future workshop or strategic planning retreat.

Active Weaverville

Town Council
Presentation
June 26, 2023



ACTIVE WEAVERVILLE
Town of Weaverville, NC



Plan Purpose



IDENTIFY CONNECTIONS



BUILD THE NETWORK



FOSTER A PEDESTRIAN &
BICYCLE FRIENDLY
WEAVERVILLE

How Can We Get Around Using:

Sidewalks



Greenways



Bike Facilities



Why This Plan?



**A VISION FOR
MULTIMODAL
CONNECTIVITY**



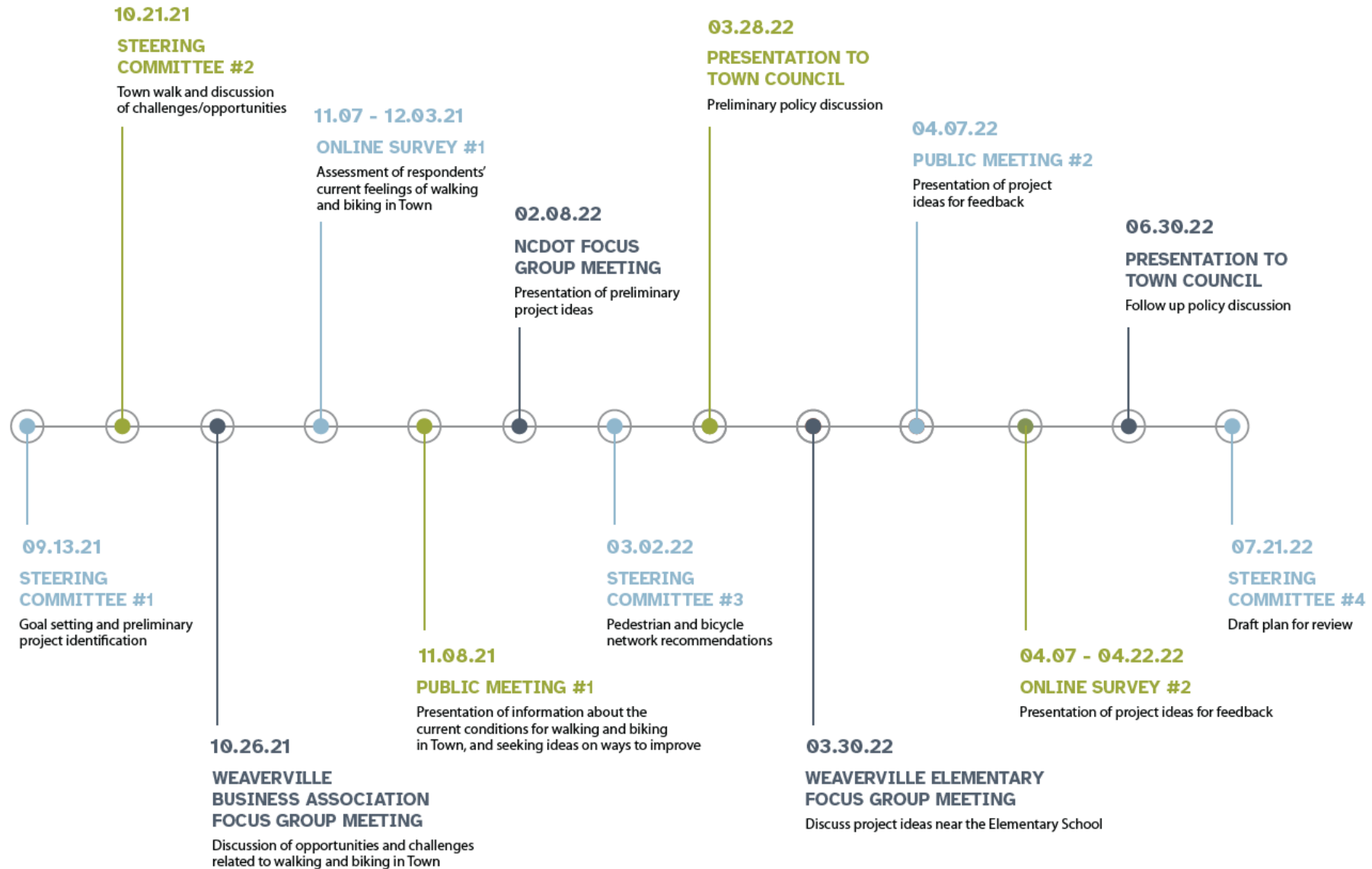
**POSITIONS THE TOWN
FOR FUTURE FUNDING
& PARTNERSHIPS**



**SUPPORTS LOCAL
MULTIMODAL GOALS**



**POLICY & GUIDE
DEVELOPER
PARTICIPATION**



Overview of The Plan

1. Introduction
2. Community Analysis
3. Network Plan
4. Programs & Policies
5. Implementation Plan
6. Closing

CATALYST PROJECTS

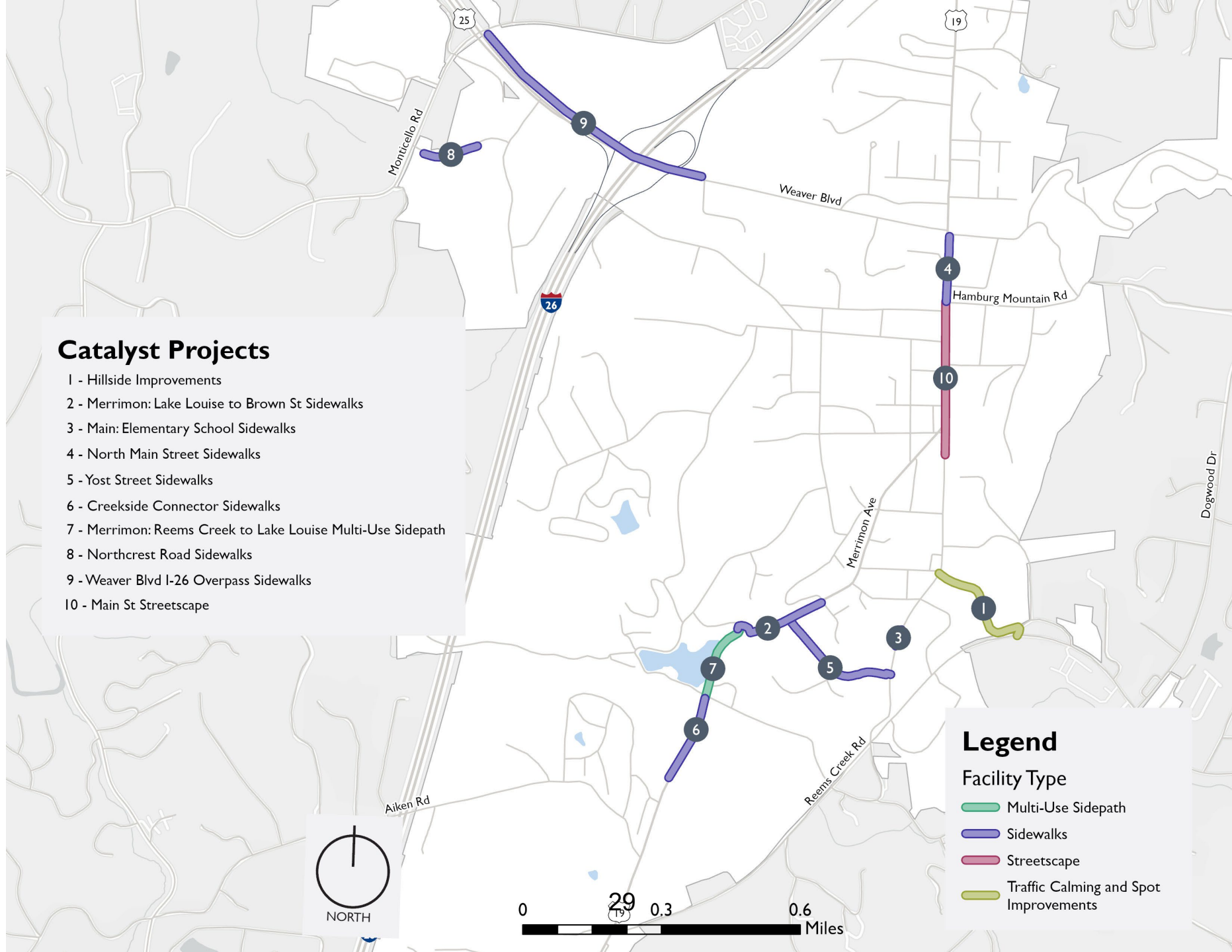
Catalyst Projects

- 1 - Hillside Improvements
- 2 - Merrimon: Lake Louise to Brown St Sidewalks
- 3 - Main: Elementary School Sidewalks
- 4 - North Main Street Sidewalks
- 5 - Yost Street Sidewalks
- 6 - Creekside Connector Sidewalks
- 7 - Merrimon: Reems Creek to Lake Louise Multi-Use Sidepath
- 8 - Northcrest Road Sidewalks
- 9 - Weaver Blvd I-26 Overpass Sidewalks
- 10 - Main St Streetscape

Legend

Facility Type

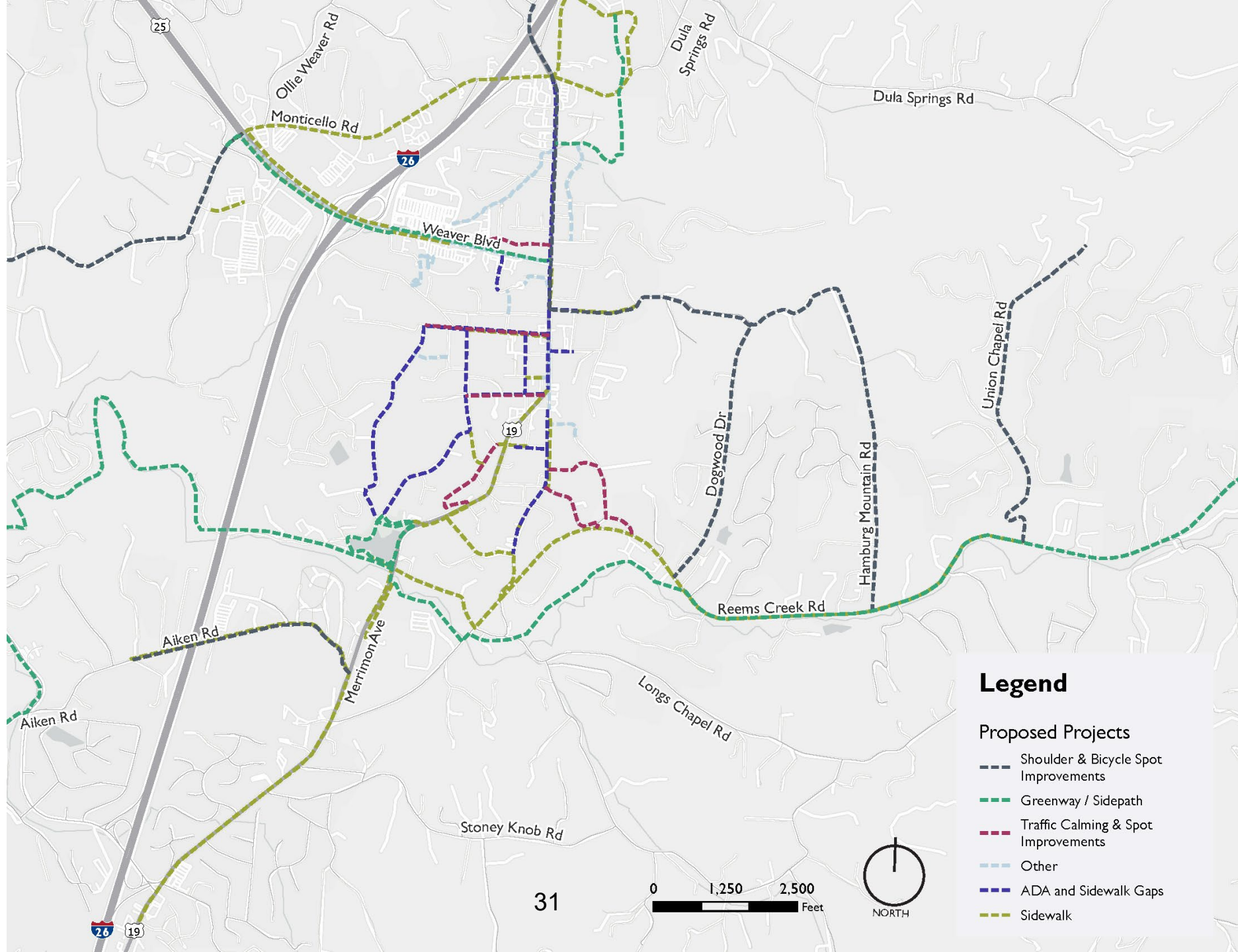
-  Multi-Use Sidepath
-  Sidewalks
-  Streetscape
-  Traffic Calming and Spot Improvements



CROSS-TOWN CONNECTOR



SYSTEM PLAN





The Takeaway

- The easy work has been done
- Now: retrofitting rural streets and places for people walking and biking
- Costly and technical

But Good News!

- Not on the hook for funding
 - NCDOT Complete Streets Policy
 - Grant funding
 - Public/Private Partnerships
- Clear walking/biking vision
- Advocacy role with MPO
- Tangible policy next steps
- Focus on 1-2 projects
- Celebrate the wins





ACTIVE WEAVERVILLE

Town of Weaverville, NC

Thank you!

rbronson@trafficpd.com

kcarter@trafficpd.com

828.575.0133

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, June 26, 2023
Subject: Adoption of Fiscal Year 2023-2024 Budget
Presenter: Selena Coffey, Town Manager
Attachments: Budget Ordinance with attached Fee Schedule and Pay & Position Classification Plan

Description:

In accordance with the N.C. Local Government Budget and Fiscal Control Act, Town Council has conducted its budget workshops and public hearing on the fiscal year 2023-2024 budget. The attached Budget Ordinance, Fee Schedule, and associated Pay Plan and Position Classification Plan reflect the revisions made by Town Council during budget deliberations.

Action Requested:

The Town Manager recommends approval of the attached fiscal year 2023-2024 Budget Ordinance, Fee Schedule, and associated Pay Plan and Position Classification Plan to be effective July 1, 2023 through June 30, 2024.

Suggested Motion:

I make a motion to adopt the fiscal year 2023-2024 Budget Ordinance, Fee Schedule and Pay Plan and Position Classification Plan as presented herewith.

**FY 2023-2024 BUDGET ORDINANCE
TOWN OF WEAVERVILLE, NORTH CAROLINA**

WHEREAS, N.C.G.S §159-8 requires that the Town of Weaverville appoint a Budget Officer to serve at the will of the governing body and Town Council has and hereby appoints the Town Manager to serve in such capacity; and

WHEREAS, in accordance with N.C.G.S. §159-10, departmental budget requests were submitted to the Budget Officer by March 3, 2023, and in accordance with N.C.G.S. §159-11, the Budget Officer submitted the budget message to the Mayor and Town Council on April 24, 2023, which included the tax rate calculated as thirty-five cents (\$0.35) per \$100 in valuation per the Buncombe County Tax Department's assessments; and

WHEREAS, in accordance with N.C.G.S. §159-12(a), the Budget Officer filed the proposed budget with the Town Clerk on April 24, 2023, and posted the same on the Town's website, and the Town Clerk caused a statement indicating that the proposed budget had been submitted to the governing body and was available for public inspection and that a public hearing on the budget was scheduled for May 22, 2023; and

WHEREAS, Town Council, in accordance with N.C.G.S. §159-12(b) and after proper notice under N.C.G.S. §159-12(a), held a public hearing on the proposed budget on May 22, 2023, providing the public with an opportunity to attend and provide comment; and

WHEREAS, Town Council has carefully considered the anticipated revenues and expenditures necessary to provide for the provision of municipal services within the Town of Weaverville during the 2023-2024 fiscal year and wishes to adopt this Budget Ordinance which reflects a balanced budget in accordance with N.C.G.S. §159-8, with the sum of estimated net revenues and appropriated fund balances equal to appropriations;

BE IT, THEREFORE, ORDAINED by the Town Council for the Town of Weaverville, North Carolina:

Section 1. General Fund Revenues

It is estimated that the following revenues will be available in the General Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

GENERAL FUND

REVENUES

Prior Year Taxes	\$6,000
Ad Valorem Taxes	\$4,089,368
DMV Tax Revenue	\$210,657
Tax Penalties & Interest	\$6,000
Utility Tax Revenue	\$466,961
Beer & Wine Excise Tax	\$17,000

Powell Bill Funds	\$134,558
Local Government Sales Tax Revenue	\$2,082,422
ABC – Distribution to Town	\$350,000
Grant Funds	\$18,000
Cell Tower Revenue	\$22,300
Miscellaneous Revenue	\$6,500
Interest Income	\$307,688
Powell Bill Interest Income	\$28,500
Planning & Zoning Fees	\$18,000
Facility Use Rental Fees	\$64,197
Parking Enforcement Fees	\$3,098
Sale of Property	\$10,000
Appropriated Fund Balance	\$1,883,903
 TOTAL ESTIMATED GENERAL FUND REVENUES	 \$9,725,152

Section 2. General Fund Appropriations

The following amounts are hereby appropriated in the General Fund for the operation of the Town government and its activities for the fiscal year beginning July 1, 2023, and ending June 30, 2024, in accordance with the departmental units heretofore established for the Town:

APPROPRIATIONS

Governance and Legal Administration	\$417,154
Planning Department	\$953,547
Police Department	\$201,176
Public Works:	\$3,125,947
Streets Division	\$904,114
Powell Bill Division	\$132,535
Sanitation Division	\$1,056,340
Stormwater Management Division	\$469,408
Grounds Maintenance Division	\$603,222
Community Center	\$181,458
Contingency	\$20,000
Transfer to Special Revenue Fund	\$1,660,251
 TOTAL GENERAL FUND APPROPRIATIONS	 \$9,725,152

Section 3. Water Fund Revenues

It is estimated that the following revenues will be available in the Water Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

WATER FUND	
REVENUES	
Water Revenue	\$2,534,300
Miscellaneous Revenue	\$20,000
Water Tap Revenue	\$22,680
System Development Fees	\$95,254
Fees for MSD Collections	\$73,300
Interest Earned	\$131,800
TOTAL ESTIMATED WATER FUND REVENUES	\$2,877,334

Section 4. Water Fund Appropriations

The following amounts are hereby appropriated in the Water Fund for the operation of the Town’s water system for the fiscal year beginning July 1, 2023 and ending June 30, 2024, in accordance with the departmental divisions heretofore established for the Town:

WATER FUND	
APPROPRIATIONS	
Water Administration	\$302,169
Water Production	\$974,469
Water Maintenance	\$1,287,156
Contingency	\$15,000
Debt Service – Revenue Bonds	\$93,554
Debt Service – General Obligation Bonds	\$204,986
TOTAL WATER FUND APPROPRIATIONS	\$2,877,334

Section 5. Special Revenue Fund – Weaverville Fire Department Revenue

A Special Revenue Fund was established in fiscal year 2021-2022 to account for North Buncombe Fire Tax revenue as well as all expenditures associated with the Town’s fire department, as required by Buncombe

County to remain eligible for fire tax revenue. It is estimated that the following revenues will be available in the Special Revenue Fund for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

SPECIAL REVENUE FUND – WEAVERVILLE FIRE

REVENUES

Fire Protection Contract Revenue	\$2,007,097
Fire Fees	\$500
Transfer from General Fund	\$1,660,251
TOTAL ESTIMATED SPECIAL REVENUE FUND REVENUES	\$3,667,848

Section 6. Special Revenue Fund – Weaverville Fire Department Appropriations

The following amounts are hereby appropriated in the Special Revenue Fund for the operation of the Town’s fire department and its activities for the fiscal year beginning July 1, 2023 and ending June 30, 2024:

SPECIAL REVENUE FUND – WEAVERVILLE FIRE

APPROPRIATIONS

Fire Department	\$3,614,307
Debt Service	\$53,541
TOTAL ESTIMATED SPECIAL REVENUE FUND APPROPRIATIONS	\$3,667,848

Section 7. Capital Project Funds

A Capital Project Fund for the new Recreation Complex was established by an ordinance adopted on January 27, 2020, and was most recently amended on February 28, 2022. The current budgeted amount for this capital project fund is \$277,546. Bids have not yet been awarded on this work so the exact cost of the project is undetermined at this point but will be funded by General Fund Balance and donations received from the public. Budget amendments will be needed to transfer the funds as contracts are awarded and work is being completed. It is expected that this project will be completed during fiscal year beginning July 1, 2023, and ending June 30, 2024.

A Capital Project Fund was first established by ordinance on June 28, 2021, for capital projects associated with the Town’s Water System. This ordinance includes both the Water System Resiliency Project and the Water Treatment Plant Expansion Project and was most recently amended on April 24, 2023. Both of

these projects are underway and budget amendments and transfers will be necessary as each project progresses.

Section 8. Grant Project Funds

A Grant Project Fund was established in fiscal year 2021-2022 to account for the American Rescue Plan Act (ARPA) Grant Award received which totals \$1,283,395. The Town has elected to spend these grant funds on revenue replacement in compliance with ARPA guidelines and the Grant Project Ordinance was amended on May 22, 2023, to reflect this expenditure plan. All expenditures under this Grant Project Ordinance are expected to be completed in fiscal year 2023-2024.

Section 9. Ad Valorem Taxes

An *ad valorem* tax rate of thirty-five cents (\$0.35) per one hundred dollars (\$100.00) valuation of taxable property, as listed for taxes as of January 1, 2023, is hereby levied and established as the official tax rate for the Town of Weaverville for fiscal year beginning July 1, 2023 and ending June 30, 2024. This tax rate is based upon a total projected valuation of \$1,169,560,524 and an estimated collection rate of 99.9%.

Section 10. Fee and Rate Schedule

The attached Fee Schedule is incorporated into this Budget Ordinance and hereby adopted an official Fee Schedule (including Water Rates) listing monies receivable by the Town of Weaverville as referenced in Sections 1 and 3 of this Budget Ordinance.

Section 11. Pay Plan and Position Classification Plan

The attached Pay Plan & Position Classification Plan is hereby adopted and effective for fiscal year beginning July 1, 2023 and ending June 30, 2024. The Pay Plan & Position Classification Plan is incorporated as an addendum to this Budget Ordinance.

Section 12. Contingency Concerning Fire Tax Rate

The North Buncombe Fire Tax Rate used in this Budget Ordinance is 10.77 cents (\$0.1077) per \$100.00 in valuation. Should Buncombe County set the fire tax rate applicable within the Town's jurisdiction lower than \$0.1077 per \$100.00 in valuation, then the Town's Budget for FY 2023-2024 shall be and is hereby automatically amended to appropriate the resulting difference in fire tax revenue from the fund balance within the Town's General Fund.

Section 13. Authorizations & Conditions

The Town Manager, serving also as Budget Officer for the Town of Weaverville, is hereby authorized to transfer appropriations as contained herein under the following conditions:

A. This Budget Ordinance defines departments and divisions as follows:

General Fund Departments:	Divisions:
Governance & Legal Administration Planning Department Community Center Police Department Fire Department Public Works:	<ul style="list-style-type: none"> • Streets • Powell Bill • Sanitation • Stormwater Management • Grounds Maintenance

Water Fund Departments:	Divisions:
Water:	<ul style="list-style-type: none"> • Water Administration • Water Production • Water Maintenance

- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line-item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
- C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
- D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
- E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.

Section 14. Utilization of Budget Ordinance

The Budget Ordinance shall be the basis for the financial plan of the Town of Weaverville during the fiscal year beginning July 1, 2023, and ending June 30, 2024. The Budget Officer shall administer the budget.

The accounting system shall establish records which are in consonance with this budget and this ordinance and the appropriate statutes of the State of North Carolina.

Section 15. Distribution & Documentation

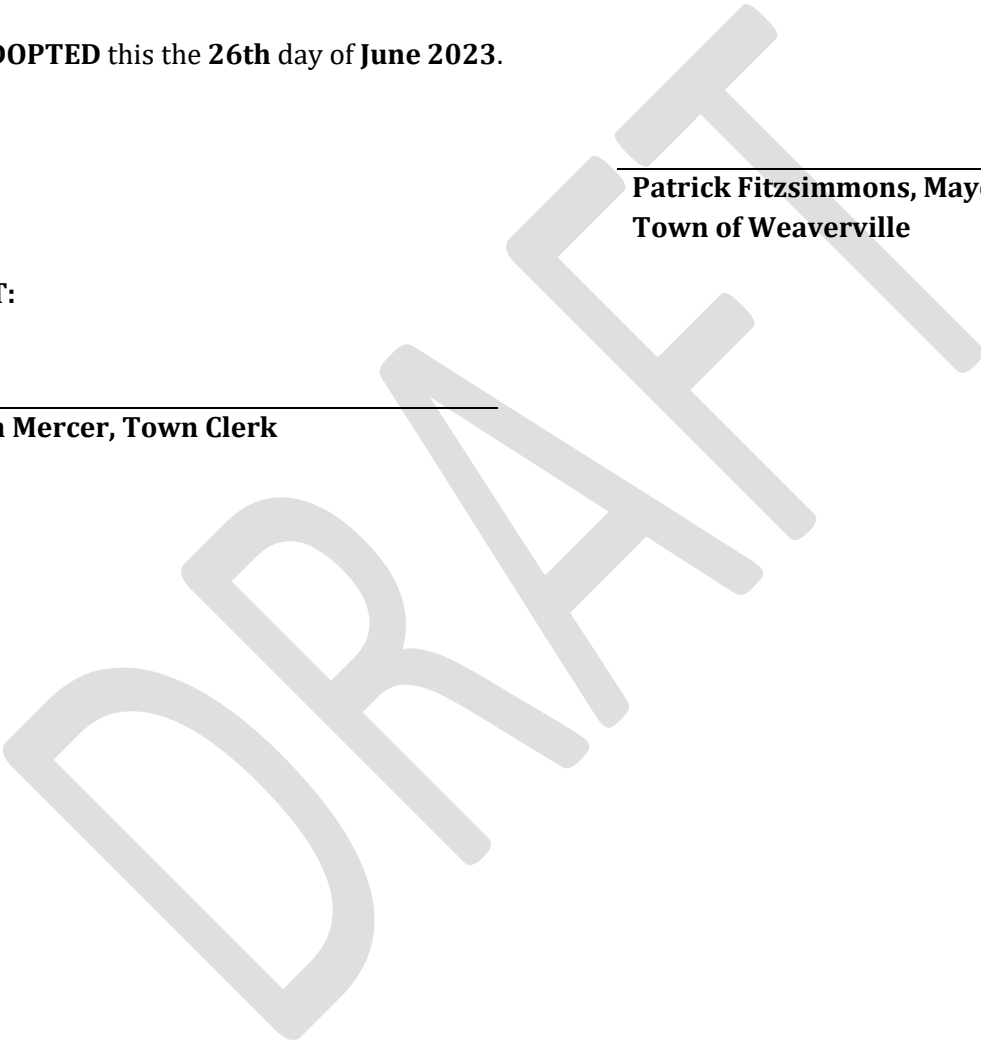
Copies of this Budget Ordinance shall be furnished to the Town Clerk, the Budget Officer and the Finance Officer to be kept on file by them for direction in the collection of revenues and disbursement of Town funds.

DULY ADOPTED this the **26th** day of **June 2023**.

**Patrick Fitzsimmons, Mayor
Town of Weaverville**

ATTEST:

Tamara Mercer, Town Clerk



**FY 2023-2024 FEE SCHEDULE
TOWN OF WEAVERVILLE**

Adopted June 26, 2023
Effective July 1, 2023

Page References

GENERAL ADMINISTRATIVE FEES	3
Returned Check Fee	3
Processing Fees for Electronic Payments.....	3
Special Event Permit Fees	3
Solid Waste/Trash Violation.....	3
Recycling Fee.....	3
Public Records Request Copying Charge(s).....	3
Annexation Petition Fee.....	3
Municipal Election Filing Fee.....	3
Hourly Charges for Equipment/Personnel	4
Beer & Wine Privilege Licenses	4
FACILITY USE FEES	4
FIRE DEPARTMENT	4
Construction/Operations Permits	4
Construction Plan Review	5
Sprinkler/Fire Alarm System Inspections	5
Violations.....	5
POLICE DEPARTMENT.....	5
Violations of General Provisions	5
Dangerous Dog Violations.....	5
Unrestrained Dogs.....	6
Parks and Recreation Violations.....	6
Parking Violations.....	6
Parking Permit for Construction/Loading/Unloading	6
Nuisance Security Alarms.....	6
Parade Entry Fee	6

PLANNING & ZONING DEPARTMENT	6
Residential Zoning Permits.....	6
Commercial / Industrial Zoning Permits	6
Sign Permits.....	7
Special Use Permit or Related Amendment Fee	7
Rezoning/Zoning Map Amendment Fees.....	7
Text Amendment Fees	7
Conditional District Zoning Application Fees	7
Subdivision Fees.....	7
Public Street Commitment Application.....	7
Miscellaneous Planning, Zoning & Code Enforcement Fees.....	7
Violations of General Provisions	7
WATER DEPARTMENT	8
Application Fee for Water Availability/Commitment/Extension Requests	8
Renewal Application Fee.....	8
Tap Charges and Re-Tap Charges.....	8
Water System Development Fees.....	8
Administrative Water Fees.....	9
Water System Account Deposits.....	9
Water Leak Protection Fees	9
Water Rates.....	9
Minimum Monthly Water Charges	10
Bulk Water Rates.....	10
Emergency Water Rates.....	10
Charges for Fire Line Connections.....	10

GENERAL ADMINISTRATIVE FEES

Returned Check Fee (G.S. § 25-3-506)\$25.00

Processing Fees for Electronic Payments

Direct vendor fees charged through electronic payment vendors - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes.

MyGovHub (<https://weavervillenc.mygovhub.com>)

Monthly Utility Billing (Visa, Mastercard, American Express, Discover Card) \$3.50 flat fee

PaymentUs (<https://ipn.paymentus.com/rotp/towe>)

Miscellaneous Payments2.95% with no minimum

Special Event Permit Fees (Reference Special Events Permit)

Events with No Alcohol \$200.00

Events with Alcohol \$400.00

Solid Waste/Trash Violation \$50.00

Recycling Fee (included on monthly utility bill) \$3.63

Direct vendor fees charged by Curbside Management - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes. Recycling Fee reflects vendor charge as of July 2023.

Public Records Request Copying Charge(s)

8 ½" x 11" black & white single-sided hardcopy (per page)..... \$0.02

8 ½" x 11" color single-sided hardcopy (per page) \$0.09

8 ½" x 11" black & white double-sided hardcopy (per page)..... \$0.03

8 ½" x 11" color double-sided hardcopy (per page) \$0.18

Electronic Copies..... No Charge

Applicable postage will also be charged for mailing hard copy documents.

Annexation Petition Fee \$200.00

Municipal Election Filing Fee \$20.00

Hourly Charges for Equipment/Personnel

Equipment

Police Car.....	\$15.00
Pumper Truck.....	\$80.00
Ladder Truck	\$150.00
Ton Truck (P/U Brush Truck)	\$20.00
Command Vehicles	\$10.00
Tanker.....	\$30.00

Personnel

Firefighters, Police Officers, Public Works Employees.....	\$25.00
Captain.....	\$30.00
Chief Officers.....	\$35.00

Beer & Wine Privilege Licenses

Taxes will be assessed for all malt beverage and wine licenses in accordance with and as required by N.C.G.S. 105-113.77 et seq., as the same may from time to time be amended.

FACILITY USE FEES

Facility Use Fees See Attachment A

FIRE DEPARTMENT

Unless otherwise specifically provided, the charge is for each separate and distinct violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law. If fees listed in this section of the fee schedule differ from a fee established in the Weaverville Code of Ordinances or another section of this fee schedule, the higher of the two shall apply.

Construction/Operations Permits

Automatic Fire Extinguishing Systems	\$100.00
Compressed Gas Installation	\$100.00
Fire Alarm and Detection Systems and Related Equipment	\$100.00
Fire Pumps and Related Equipment	\$100.00
Flammable and Combustible Liquid Installations.....	\$100.00
Hazardous Materials	\$100.00
Industrial Ovens	\$100.00
LP Gas	\$100.00
Private Hydrant System	\$100.00
Spraying and Dipping Operations.....	\$100.00
Standpipe Systems	\$100.00
Temporary Membrane Structure (<i>tents, canopies and air-supported structures</i>)	\$50.00
Outdoor Event Fire Inspections/200+ Square Feet Onsite Cooking	\$75.00
Fuel Dispensing Permit	\$50.00
Other Required Plan Permit	\$100.00

Construction Plan Review

ABC Inspections	\$100.00
Commercial Kitchen Hood Suppression Systems	\$100.00
Explosives and Fireworks	\$100.00
Petroleum Tanks and Appurtenances	\$100.00
Other Required Plan Review	\$100.00

Sprinkler/Fire Alarm System Inspections

Up to 1,000 Square Feet.....	\$50.00
1,001 – 5,000 Square Feet.....	\$100.00
5,001– 10,000 Square Feet.....	\$150.00
10,001 – 25,000 Square Feet.....	\$200.00
25,001 – 50,000 Square Feet.....	\$250.00
50,001 – 100,000 Square Feet.....	\$300.00
101,001 – 200,000 Square Feet.....	\$350.00
Over 200,000 Square Feet.....	\$400.00

Violations

Specific Violations

Illegal Burning	\$100.00
Construction Work/Operations without Permit	\$100.00
Fire Lane Obstruction/Parking in Fire Lane	\$100.00
Fire Hydrant Obstruction/Blocking Fire Hydrant.....	\$100.00
Nuisance Fire Alarms (<i>3+ in 72-hrs; per occurrence beginning with 3rd alarm</i>)	\$100.00
Tampering with Fire Hydrant.....	\$500.00 plus cost of repair

Violations of General Provisions

Violations of the provisions of the Weaverville Code of Ordinance	\$100.00 min.
Violations which increase hazard or menace of fire, explosion, or other hazardous condition that may delay, hinder, or interfere with Fire Department operations.....	\$200.00 min.
Violations which delay, hinder, or prevent the egress of the occupants of a building on fire and/or other emergency or acts which may prevent the operation of fire and/or life safety devices and/or systems	\$300.00 min.
Violations which delay, hinder, or prevent the egress of the occupants during an emergency, that caused a fire or increased the severity of a fire, or the commission of any acts that prevented the operation of a fire and/or life safety system or device during an emergency	\$500.00 min.

POLICE DEPARTMENT

Violations of General Provisions	\$100.00
---	----------

Unless otherwise specifically provided, \$100.00 charge for each separate and distinct violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law.

Dangerous Dog Violations

- Class I: \$250.00 first day, and \$250.00 each subsequent day of continuous violation.
- Class II: \$500.00 first day, and \$500.00 each subsequent day of continuous violation.
- Class III: \$1,000.00 first day, and \$1,000.00 each subsequent day of continuous violation.

Unrestrained Dogs	\$250.00
<i>Dogs off leash</i>	
Parks and Recreation Violations (daily)	\$30.00
<i>Includes vehicles on grass/trail</i>	
Parking Violations	
Parked within Handicapped Zone.....	\$100.00
Parked within Fire Lane	\$100.00
Obstructing Traffic	\$100.00
Parked within 25 Feet of Intersection	\$50.00
Parked in or within 10 Feet of Crosswalk.....	\$50.00
Parked within 25 Feet of Traffic Sign/Signal	\$50.00
Blocking Private Driveway.....	\$50.00
Double Parked.....	\$50.00
Truck Traffic in Restricted Area	\$50.00
Exceeding Time Limit.....	\$30.00
Parked Across Lines.....	\$30.00
Exceeding 12 Inches from Curb or Street Edge.....	\$30.00
All Other Parking Violations	\$30.00
Parking Permit for Construction/Loading/Unloading (per parking space; limited to 2)	\$15.00 per day
Nuisance Security Alarms (3+ in 72-hrs; per occurrence beginning with 3rd alarm)	\$100.00
Parade Entry Fee (fees collected support Cops for Kids)	\$20.00 per entry

PLANNING & ZONING DEPARTMENT

Residential Zoning Permits

Single Family Dwelling	\$150.00 plus \$0.05 per sq. ft. over 1,200 with a max of \$300.00
Multi Family Dwelling.....	\$300.00 plus \$50.00 per dwelling unit with a max of \$1,000.00
Secondary Dwelling	\$150.00
Addition to Dwelling.....	\$75.00 plus \$0.05 per sq. ft. over 1,200
Accessory Structure	\$50.00 plus \$0.05 per sq. ft. over 100
Deck/Porch.....	\$50.00
Home Occupation.....	\$50.00
Internal Up-fit.....	\$50.00
Temporary Structure/Use.....	\$50.00

Commercial / Industrial Zoning Permits

Commercial/Industrial Structure	\$350.00 plus \$0.05 per sq. ft. over 2,000 with a max of \$1,000.00
Commercial/Industrial Addition.....	\$100.00 plus \$0.05 per sq. ft. over 2,000 with a max of \$500.00
Accessory Structure	\$50.00 plus \$0.05 per sq. ft. over 500 with a max of \$100.00
Internal Up-Fit/Renovation.....	\$100.00
Telecommunication Tower.....	\$4,000.00 per location or max allowed by law
Telecommunication Tower (Co-location, Microcell, Concealed)	\$500.00 per location or max allowed by law
Temporary Structure/Use (Annually)	\$100.00

Mobile Food Vendors:

Daily.....	\$25.00
Annually	\$100.00

Sign Permits

Sign Permit Fee.....	\$50.00 plus fee based on total surface area of sign (see below), max of \$500.00
Up to 32 sq. ft.....	\$25.00
33 - 64 sq. ft.....	\$50.00
65 - 96 sq. ft.....	\$100.00
97 sq. ft. plus	\$150.00 plus \$2.50 per sq. ft.

Special Use Permit or Related Amendment Fee..... \$500.00

Rezoning/Zoning Map Amendment Fees

Less Than 1 Acre or accompanied by an Annexation Petition.....	\$250.00
1 - 3 Acres.....	\$500.00
4 - 9 Acres.....	\$750.00
10 + Acres.....	\$1,000.00

Text Amendment Fees..... \$500.00

Conditional District Zoning Application Fees

Less Than 1 Acre	\$250.00
1 - 3 Acres.....	\$500.00
4 - 9 Acres.....	\$750.00
10 + Acres.....	\$1,000.00

Subdivision Fees

Minor Subdivision.....	\$100.00 plus \$25 per lot
Major Subdivision.....	\$300.00 plus \$25 per lot

Public Street Commitment Application \$200.00

Miscellaneous Planning, Zoning & Code Enforcement Fees

Zoning Verification Letter	\$25.00
Variance, Sidewalk Waiver, Other Board of Adjustment Applications.....	\$250.00
Appeal of an Administrative Decision.....	No Charge
Nuisance Violation (which requires Town abatement).....	\$100.00
Violations of General Provisions	\$100.00

*Unless otherwise specifically provided, \$100.00 charge for each separate and distinct violation;
 additional civil penalties may be assessed pursuant to Town Code or other applicable law*

WATER DEPARTMENT

Application Fee for Water Availability/Commitment/Extension Requests.....\$100.00

Renewal Application Fee\$100.00

Non-Refundable Application/Renewal Fee for 1" or larger meters and multi-lot/multi-unit development

Tap Charges and Re-Tap Charges

Meter Size	Tap Fee
5/8" and 3/4"	\$1,500.00
1"	\$3,000.00
1 1/2"	\$4,500.00
2"	\$6,000.00
Road Cut and Pavement Repair <i>(if needed)</i>	\$500.00

Water System Availability/Commitment Fees

For all multi-lot or multi-unit developments, the availability/commitment fee shall apply to each meter to be set based upon connection size, except that for multi-family development with master meters the fee shall be calculated by multiplying the number of residential units proposed by the fee associated with the smallest meter size.

Meter Requested	Inside Town Limits	Outside Town Limits
5/8" and 3/4"	\$35.00	\$70.00
1"	\$50.00	\$100.00
1 1/2"	\$100.00	\$200.00
2"	\$160.00	\$320.00
3"	\$300.00	\$600.00
4"	\$500.00	\$1,000.00
6"	\$1,000.00	\$2,000.00

Water System Development Fees

Size of Connection	Rated Maximum Capacity	System Development Fees
5/8" and 3/4"	20 gallons	\$5,000.00
1"	50 gallons	\$12,500.00
1 1/2"	100 gallons	\$25,000.00
2"	160 gallons	\$40,000.00
3"	300 gallons	\$80,000.00
4"	500 gallons	\$125,000.00
6"	1,000 gallons	\$250,000.00

Administrative Water Fees

Account Establishment Service Charge	\$25.00
Seasonal Reconnect Fee	\$20.00
Disconnect Fee <i>(for nonpayment)</i>	\$40.00
Flow Test Fee for Fire Systems	\$40.00
Meter Testing at Customer Request <i>(charged only if meter is operational)</i>	\$40.00
Late Payment Fee.....	\$10.00

Water System Account Deposits

Size of Connection	Inside Town Limits Amount	Outside Town Limits Amount
5/8" and 3/4"	\$80.00	\$160.00
1"	\$100.00	\$200.00
1 1/2"	\$180.00	\$360.00
2"	\$300.00	\$600.00
3"	\$600.00	\$1,200.00
4"	\$1,000.00	\$2,000.00

Water Leak Protection Fees

The following respective monthly fee shall be assessed on all water customers with water lines that are 2-inches or less in diameter, subject to opt-out provisions of the water leak protection policy.

Type of Meter	Monthly Fee
Residential – Single Meter	\$1.25
Commercial – Single Meter	\$3.45
Commercial – Master Meter	\$6.90

Water Rates

Water rates for water used INSIDE the Corporate limits of the Town:

The first 3,000 Gallons or fraction thereof used monthly.....	\$9.88 per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly	\$10.90 per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$11.82 per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$12.79 per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$13.72 per 1,000 gallons

Water rates for water used OUTSIDE the Corporate limits of the Town:

The first 3,000 Gallons or fraction thereof used monthly.....	\$19.76 per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly	\$21.80 per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$23.64 per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$25.58 per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$27.44 per 1,000 gallons

Minimum Monthly Water Charges

The minimum monthly charge for water service shall be according to the size of the meter through which water is delivered to each customer in accordance with the following schedule:

Meter Size	Minimum Monthly Usage	Inside Town	Outside Town
5/8" – 3/4"	1,000 gallons	\$9.88	\$19.76
1"	6,000 gallons	\$62.34	\$124.68
1½"	11,200 gallons	\$119.02	\$238.04
2"	18,200 gallons	\$195.31	\$390.62
3"	36,200 gallons	\$401.86	\$803.72
4"	58,500 gallons	\$665.56	\$1,331.12
6"	112,000 gallons	\$1,298.18	\$2,596.36
8"	180,000 gallons	\$2,102.27	\$4,204.54
10"	258,000 gallons	\$3,080.70	\$6,161.40

Bulk Water Rates..... \$0.05 per gallon, min. charge of \$25.00

Emergency Water Rates (approx. = cost of production + 10%)..... \$4.44 per 1,000 gallons

Charges for Fire Line Connections

Monthly Charge for Fire Connection

All fire line connections on the water system for the Town of Weaverville shall be subject to a monthly charge based upon the square inch size of the line at the following rates:

- INSIDE** Corporate limits of the Town: \$2.23 per square inch/month
- OUTSIDE** Corporate limits of the Town: \$4.46 per square inch/month

Fire line charges shall be levied by the Water Department according to the following schedule:

Diameter of Fire Line	Square Inch Size	Inside Town	Outside Town
2" and smaller	3.14	\$6.99	\$13.98
3"	7.07	\$15.74	\$31.48
4"	12.56	\$27.96	\$55.92
6"	28.26	\$62.90	\$125.80
8"	50.24	\$111.81	\$223.62
10"	78.50	\$174.71	\$349.42

Consumption of Water from Fire Line

If during any month the detector-check valve meter for the fire line shows any consumption and the consumption is not related to testing of fire lines or firefighting activity, the customer (owner) shall be fined \$1,000 and such amount shall be added to the bill along with the monthly fire connection charge. If the customer (owner) believes that a fine has been mistakenly charged the matter should be handled through the Town’s Grievance Policy and Procedures.

TOWN OF WEAVERVILLE
 PAY PLAN & POSITION CLASSIFICATION PLAN
 FY 2023-2024 (PROPOSED)

GRADE	CLASSIFICATION	MINIMUM	MID-POINT	MAXIMUM
20	Maintenance Technician	\$37,036.00	\$45,647.00	\$54,258.00
21		\$38,333.00	\$46,002.00	\$56,157.00
22	Senior Maintenance Technician	\$39,674.00	\$46,922.00	\$58,123.00
23	Administrative Assistant Financial Administrative Assistant Police Administrative Assistant Public Works Administrative Assistant Recreation Assistant	\$41,062.00	\$47,860.00	\$60,155.83
24	Meter Technician Water Treatment Plant Operator I	\$42,500.00	\$48,817.00	\$62,263.00
25	Firefighter Police Records Specialist	\$43,988.00	\$49,794.00	\$64,442.00
26	Police Officer School Resource Officer Senior Firefighter Utility Maintenance Crew Leader Water Treatment Plant Operator II	\$45,527.00	\$50,789.00	\$66,697.00
27	Fire Engineer Senior Police Officer Police Detective	\$47,121.00	\$51,805.00	\$69,032.00
28	Recreation Coordinator Finance Specialist Senior Police Detective Water Treatment Plant Operator III	\$48,770.00	\$52,841.00	\$71,448.00
29	Police Sergeant Detective Sergeant Fire Lieutenant	\$50,477.00	\$53,898.00	\$73,948.00
30	Planner / Code Enforcement Technician Town Clerk Assistant to the Town Manager	\$52,243.00	\$56,485.00	\$77,122.00
31	Police Lieutenant Fire Captain	\$54,856.00	\$59,310.00	\$80,978.00
32	Public Works Superintendent	\$57,598.00	\$62,275.00	\$85,027.00

Water Maintenance Superintendent

33	Fire Battalion Chief	\$60,478.00	\$65,389.00	\$89,278.00
34	Fire Marshal Water Treatment Plant Supervisor	\$63,502.00	\$68,858.00	\$93,742.00
35	Assistant Police Chief Deputy Fire Chief	\$66,677.00	\$72,091.00	\$98,429.00
36	Water Treatment Plant Superintendent	\$70,011.00	\$75,696.00	\$103,350.00
37	Planning Director	\$73,512.00	\$79,481.00	\$108,518.00
38	Fire Chief Police Chief	\$77,187.00	\$83,455.00	\$113,944.00
39	Finance Director Public Works Director	\$81,047.00	\$87,627.00	\$119,641.00
40		\$85,099.00	\$92,009.00	\$125,623.00
41		\$89,354.00	\$96,609.00	\$131,904.00
42		\$93,822.00	\$101,440.00	\$138,499.00
43		\$98,513.00	\$106,512.00	\$145,424.00

Town Manager - Exempt; Pay established by employment agreement

Town Attorney - Exempt; Pay established by employment agreement

Exempt = Classification eligible to be exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: June 26, 2023

Subject: Ratification of MOU with Buncombe County Schools for School Resource Officer Services

Presenter: Town Manager Selena Coffey

Attachments: Memorandum of Understanding between Buncombe County Schools and Weaverville Police Department.

Description:

As Town Council should recall, a School Resource Officer (SRO) position was approved in the Town's budget in 2018. The Weaverville Police Department currently has two certified SROs, although both officers also work patrol and any other duties as assigned and have not been assigned strictly to the schools in the last couple of years.

Recently, the Town Manager, Police Chief and Finance Director met with representatives of Buncombe County Schools administration and were offered reimbursement up to \$36,666 for each SRO employed by Weaverville for serving the Weaverville Primary and Weaverville Elementary schools for the current fiscal year. Because we had a very short turnaround time, I executed the agreement (attached) on behalf of the Town. Staff anticipates receiving reimbursement for SRO services for the current year within a week. The Town Manager is asking for ratification of her execution of the agreement.

We expect to receive these funds for the upcoming fiscal year, and for the foreseeable future. Staff will bring next year's MOU to Town Council once we receive it from the school system.

Town Council Action Requested:

The Town Manager recommends ratification of her execution of the attached Memorandum of Understanding between Buncombe County Schools and the Weaverville Police Department.

**Memorandum of Understanding
between
Buncombe County Schools and
Weaverville Police Department**

The Parties of this Memorandum of Understanding (MOU) are Buncombe County Schools and Weaverville Police Department hereinafter collectively referred to as the Parties.

- I. **Purpose:** The purpose of this agreement is to establish roles and responsibilities of the Parties to implement SRO Services that will improve safety in public schools through services for students in crisis and/or school safety training.

- II. **Roles and Responsibilities:** The Parties agree to the following roles and responsibilities.
 - a. Responsibilities of Weaverville Police Department:
 - i. Assign one trained, full-time equivalent SRO position to each of the identified Buncombe County Schools for up to two (2) full-time equivalent positions.
 - ii. Schedule flexible hours relating to workloads for the SROs assigned.
 - iii. Review the SROs' job performance in conjunction with the Principal of each school.
 - iv. Provide a vehicle and necessary duty equipment and training.
 - v. Ensure the complete confidentiality of any and all identifying student and family information gathered in the performance of this agreement. The information gathered, used and developed shall not be provided to any other party without the express written approval of individual(s) authorized to give consent for release of information.

 - b. Responsibilities of Buncombe County Schools:
 - i. Will, upon receipt of payment from the grant provider for the work to be completed in this grant, provide payments detailed below for the work and services to be provided by the Weaverville Police Department.
 - ii. Will directly and in a timely manner, notify the Weaverville Police Department of policies, procedures and issues that impact the SROs and the Weaverville Police Department.

- III. **Funding Agreement:**
 - a. Buncombe County Schools will pay Weaverville Police Department the sum of \$36,666 for each SRO provided up to a total of 2 SROs or \$73,332.00 for the SRO Grant. The Weaverville Police Department will provide the remaining cost of each SRO which will constitute the local matching portion of each SRO, a final payment will be made by June 30th, 2023, to equal a total of \$36,666 for each SRO provided, up to a maximum total of \$73,332.00 in order for Weaverville Police Department to provide services outlined above. If fewer than 31 SROs are hired for the 22-23 grant year, there are mandated reversions of the funds not used.

- IV. **Duration and Termination:**

- a. This Agreement is for the period beginning August 1, 2022 to June 30, 2023. Either party may terminate this Agreement for non-performance after first giving written notice of breach to the other party and an opportunity for the other party to cure the non-performance within fifteen (15) days of the receipt of written notice. Notice shall be deemed effective when delivered via certified mail to the following:

Buncombe County Schools
175 Bingham Road
Asheville, NC 28806

And to

Weaverville Police Department
30 S. Main Street
Weaverville, NC 28787

V. Indemnification

- a. Mutual Indemnification. Each of the Parties shall defend, indemnify, and hold harmless the other Party against all claims by a Third Party to the extent that they arise out of any material breach by the first Party of any of its representations, warranties, or obligations under this Agreement or from the first Party fraud or willful misconduct (including such Party's officers, directors, employees or agents).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives.

Party representative name and credentials: Rob Jackson

Party representative title and organization name: Superintendent-Buncombe County Schools

_____ Date : _____

Dr. Robert L. Jackson, Superintendent

Party Representative name: Selena Coffey

Party Representative title and organization name: Town Manager – Town of Weaverville

 _____ Date: 6/15/2023

Selena Coffey, Town Manager

Pre-Audit Statement: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

 _____ Date: 6/15/2023

Tonya Dozier, Finance Officer

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 26, 2023
SUBJECT: Recreation Complex Update
PRESENTER: Town Attorney Jennifer Jackson
ATTACHMENTS: Final Site Plan

DESCRIPTION/SUMMARY OF REQUEST:

Staff has been working with SiteWorks Studios to finalize the site plan for the Recreation Complex, with the final plan attached. SiteWorks has also developed the specifications for the project and solicited bids for the construction of the pickleball courts, basketball half-court, parking lot, and sidewalks. Once started this construction work is expected to take around 60 days.

SiteWorks representatives report that this project is on the small side. The good news with that is that the project can proceed on an informal bid basis which saves time. The bad news is that many contractors are just not interested as they are busy with larger projects. Staff is hopeful that bids will be in hand on Monday night so that Town Council can review and award the bid so that the construction work can begin.

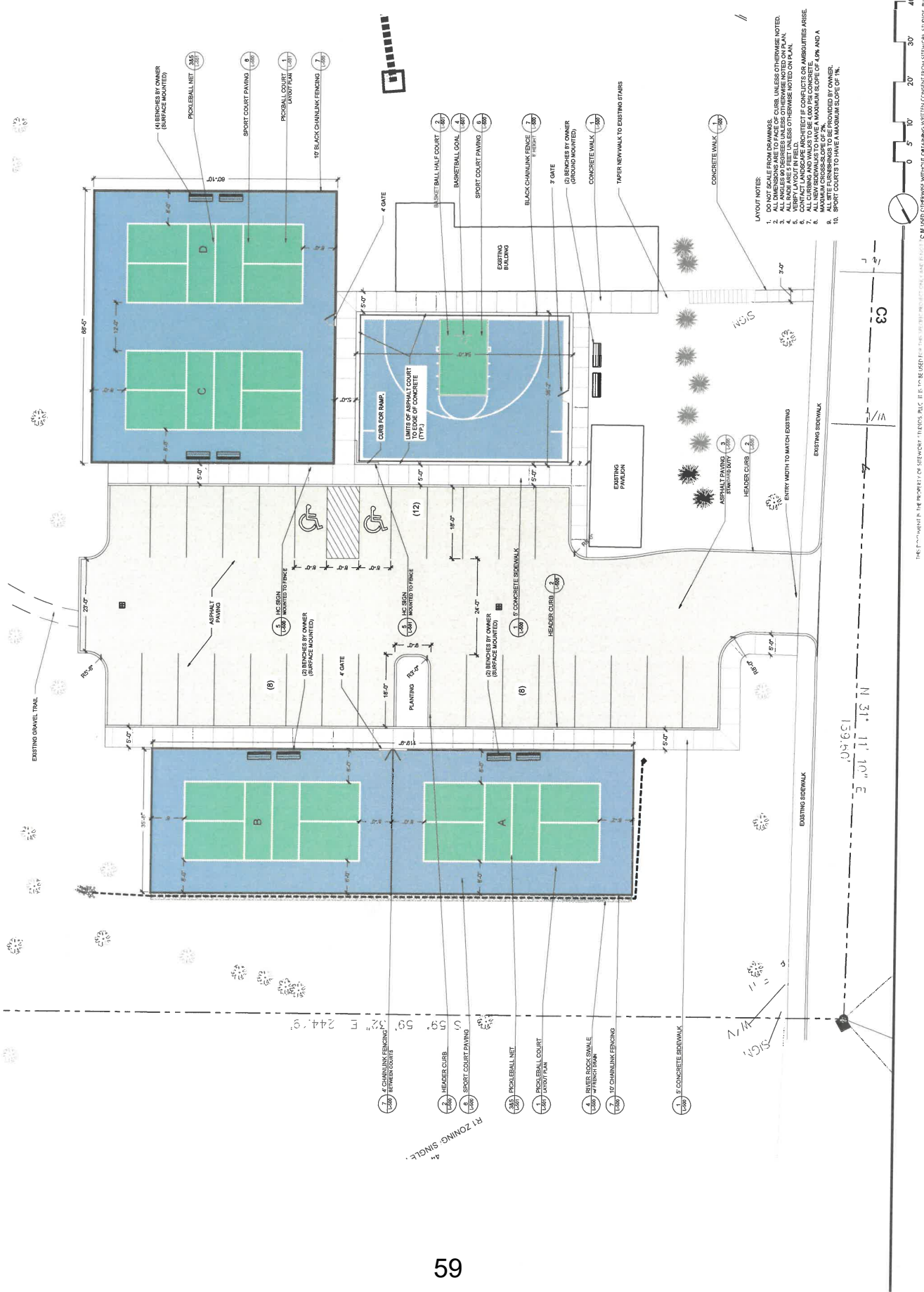
There are funds currently budgeted and available within the Capital Project Fund for this expense as well as the expenses associated with site preparation work that the Public Works staff has already done. Additional funds may be needed to complete the restroom/storage building renovations and the shelter construction, all of which will be done largely by Town employees.

While this construction project is underway, staff will be turning its attention to operational matters. The Town Manager would like for Town Council to consider appointing one member of Town Council and up to 5 citizens to serve alongside staff on an ad hoc advisory committee charged with developing proposed rules, regulations, and procedures related to the use of the recreational facilities, and pickle ball courts in particular. In addition to herself, staff members that the Town Manager has assigned to this ad hoc advisory committee include the following: Recreation Coordinator Shelby Stovall, Public Works Director Dale Pennell, and Town Attorney Jennifer Jackson.

COUNCIL ACTION REQUESTED:

Town Council review of any bids received and possibly action to award the bid and, subject to staff level approval, authorize the Town Manager and Finance Officer to execute the contract consistent with the terms of the plans and specifications and the bid.

Town Council action to appoint members on the ad hoc advisory committee for the Recreation Complex.



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: June 26, 2023
SUBJECT: Water System Resiliency Project – Purchase of Generators
PRESENTER: Public Works Director Dale Pennell
ATTACHMENTS: 2023 Generator Quotes Summation
Cummins Sales and Service Quotes/Proposals

DESCRIPTION/SUMMARY OF REQUEST:

Staff has been working with the engineers at WithersRavenel on the Water System Resiliency Project. This includes the development of the specifications for the two large generators that are necessary to keep the Water Treatment Plant running in the event of an emergency. Due to the long lead times for delivery of large generators WithersRavenel has urged the Town to go ahead and order the generators so that they can be built at the same time as the project drawings and specifications are being developed for the installation work and proper permitting is being secured. With this approach the generators will be an “owner-supplied” item within the larger scope of work.

On behalf of the Town, and as allowed by N.C Gen. Stat. § 143-129(e), WithersRavenel has evaluated proposals from 3 separate vendors through Sourcewell, a competitive bidding group purchasing program. WithersRavenel, Town Manager, Public Works Director, and the Water Treatment Plant Supervisor, all recommend that the Town consider accepting the quotes provided by Cummins Sales and Service for a total purchase price of \$283,300 and expected delivery in about 70 weeks. Factors considered in developing the recommendation were the proposed price, which was the lowest quote and better than expected, company reputation, proximity to service centers, and delivery time.

There are sufficient funds budgeted and available within the Water System Capital Project Fund for this expense.

COUNCIL ACTION REQUESTED:

Town Council action to accept the Cummins Sales and Service quotes and authorize the Town Manager and Finance Officer to execute documents as necessary to purchase these generators on that basis.

**Town of Weaverville Water Treatment Plant (WTP)
2023 Generator Quotes Summation**

Electrical Engineer Specs
EG-1 Raw Water PS 200 kW standby (minimum), tier 2; 250 kVA @ 0.8 PF, continuous standby rating ; 480/277 Volts AC, Wye connected, 3 Phase, 60 Hertz

Electrical Engineer Specs
EG-2 Water Treatment Plant 600 kW standby (minimum), tier 2; 750 kVA @ 0.8 PF, continuous standby rating; 480/277 Volts AC, Wye connected, 3 Phase, 60 Hertz

Vendor	Description	Price (\$)	Estimated delivery	Vendor	Description	Price (\$)	Estimated delivery	TOTAL QUOTED PRICE (\$) Both Generators
Cummins Sales and Service	C200D6D, Diesel genset, 60Hs, 200kW, 480 volt, 3 phase; OTECC, OTEC ATS Electronic control 300A/400A/600A; FOB Job Site	\$70,300.00	ATS: 20 weeks Genset: 45 Weeks	Cummins Sales and Service	600DQCA, Diesel Genset, 60Hs, 600kW, 277/480 volts 3 phase; OTECC, OTEC ATS Electronic control 1200A; FOB Job Site	\$213,000.00	Genset: 70 weeks; ATS: 20 weeks;	\$283,300.00
KOHLER; Nixon Power Services	250REOZJE; KCP-AMVF-0600S; Start-up; Freight; upfit FOB Factory	\$112,490.78	32-38 weeks	KOHLER; Nixon Power Services	KD800; KCS-AMVA-1200S; Start-up; Freight; upfit FOB Factory	\$391,078.90	65-70 weeks	\$503,569.68
CATAPILER; Carolina Cat OPTION #1	CAT C9-GCABR; 300KW standby; 480V, 3Ph, 4 wire 60Hz; ATS ASCO-7000-600A; Start-up; FOB JOB SITE	\$186,750.00	Genset: 27-29 weeks; ATS: 27-29 weeks; Fuel Tank: 36-48Weeks	CATAPILER; Carolina Cat	CAT Model C18-PGAM; 650KW standby; 480V, 3Ph, 4 wire 60Hz; ATS-1200A; Start-up; FOB JOB SITE	\$410,650.00	Genset: 60-64 weeks; ATS: 46-48 weeks; Fuel Tank: 36-48Weeks	\$597,400.00
CATAPILER; Carolina Cat OPTION #2	CAT C9-GCABR; 300KW standby; 480V, 3Ph, 4 wire 60Hz; ATS ASCO-7000-600A; Start-up; FOB JOB SITE	\$186,750.00	Genset: 27-29 weeks; ATS: 27-29 weeks; Fuel Tank: 36-48Weeks	CATAPILER; Carolina Cat	CAT Model C18-GCABR; 550KW standby; 480V, 3Ph, 4 wire 60Hz; ATS-1200A; Start-up; FOB JOB SITE	\$257,400.00	Genset: 26-28 weeks; ATS: 46-48 weeks; Fuel Tank: 36-40Weeks	\$444,150.00

LESS THAN 600KW PER SPEC

June 16, 2023

Prepared by

Nicole Michael
 (864) 641-5077
 hq689@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
2	OTEC, OTEC Transfer Switch-Electronic Control: 1200A OTEC1200, Transfer Switch- , PowerCommand, 1200 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 1 Cable Lugs - Mechanical, 4 - 600MCM/Pole Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Relay - Elevator Signal Transfer Switch Warranty - 1 Year Comprehensive	1
3	DQCA, Commercial Diesel Generator Set, 600kW Standby 60Hz U.S. EPA, Stationary Emergency Application 600DQCA, Diesel Genset, 60Hz, 600kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, Wye, 480 Volts, 80C - Standby Alternator Heater, 120 Volt AC Steel Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Steel Cooling Air Outlet - Horizontal, Sound Attenuated Louvers - Air Inlet, 24 Volts AC Motor Closed, Spring Opened Louvers - Air Outlet, 24 Volts AC Motor Closed, Spring Opened Distribution Panel - Prewired AC Features Fuel Tank - Sub Base, 2000 Gallon, UL142 Compliant Compliance - Fuel Tank, Los Angeles Listing, ULC - S601 - 07 Alarm - High Fuel Fill Fuel Tank Connection - Dual Stub Up Fuel Water Separator Vent Extensions - Fuel Tank, 6 Inch Diameter Control Mounting - Left Facing PowerCommand 2.3 Controller Control Cabinet Heater, 120/240 Volt AC Compatible LCD Control Display Alarm - Audible, Engine Shutdown Stop Switch - Emergency, Externally Mounted Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Left Only Circuit Breaker - 1200A, Left, 3P, 600/415V, UL/IEC, Serv Ent, 100%UL	1

	Terminal Box-Low Voltage, Right-None Bottom Entry, Left Circuit Breaker or Entrance Box or Terminal Box, Top Entry, Right-None Engine Air Cleaner - Normal Duty Engine Cooling - Radiator, 50C Ambient Shutdown - Low Coolant Level Coolant Heater - 208/240/480 Volts AC, Below 40F Ambient Temperature Cummins Certified Test Record Genset Warranty - 2 Years Base Literature - English Packing - None, Base Mounted Housing	
4	Service - start up & testing	1
5	Operation and Maintenance	2
6	Spare parts	1
7	Freight & other charges	1

TOTAL: \$ 213,000.00

Quote value does not include any tax.

NOTES:

- Current Submittal Lead Time: **2** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): **20** weeks
 - Generator: **70** weeks
- Proposal based upon supplied **spec section 16900**.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:**Cummins **2-year** warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes **3** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- **NOTICE:** *As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.



Thank you for choosing Cummins.

Submitted by:

Nicole Michael, Sales Engineer
hq689@cummins.com
(864) 641-5077

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote (“Quote”), sales order (“Sales Order”), and/or credit application (“Credit Application”) on the front side or attached hereto, are hereinafter collectively referred to as this “Agreement” and shall constitute the entire agreement between the customer identified in the Quote (“Customer”) and Cummins Inc. (“Cummins”) and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins’ receipt of Customer’s purchase order or purchase order number; (ii) Customer’s signing or acknowledgment of this Agreement; (iii) Cummins’ release of equipment to production pursuant to Customer’s oral or written instruction or direction; (iv) Customer’s payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer’s website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, “Equipment”). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote (“Quote Validation Period”). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer’s acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins’ sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer’s sole cost and expense. The foregoing remedies shall be without prejudice to Cummins’ right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins’ reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins’ suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS’ DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR*

COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

June 16, 2023

Prepared by

Nicole Michael
 (864) 641-5077
 hq689@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	<p>C200D6D, Diesel Genset, 60Hz, 200kW U.S. EPA, Stationary Emergency Application C200D6D, Diesel Genset, 60Hz, 200kW Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 3, NSPS CI Stationary Emergency Listing - UL 2200 NFPA 110 Type 10 Level 1 Capable IBC Seismic Certification Exciter/Regulator - Permanent Magnet Generator, 3 Phase Sensor Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12L, 480/277V, 120C, 40C Ambient Alternator Heater, 120 Volt AC Aluminum Sound Attenuated Level 2 Enclosure, with Exhaust System Enclosure Color - Green, Aluminum Enclosure - Wind Load 180 MPH, ASCE7 - 10 Skidbase - Housing Ready Fuel Tank - Regional, Dual Wall, Sub Base, 48 Hour Minimum Fuel Water Separator Electronic Fuel Gauge Fuel Tank Vent Extension Kit, 12ft External Vents, 1 Normal, 2 Emergency Switch - Fuel Tank, Rupture Basin Control Mounting - Left Facing PowerCommand 1.1 Controller Gauge - Oil Pressure Stop Switch - Emergency Signals - Auxiliary, 8 Inputs/8 Outputs Control Display Language - English Load Connection - Single Circuit Breaker, Location A, 200A - 600A, 3P, LSI, 600 Volts AC, 80%, UL Bottom Entry, Right Engine Governor - Electronic, Isochronous Engine Starter - 12 Volt DC Motor Engine Air Cleaner - Normal Duty Battery Charging Alternator Battery Charger - 6 Amp, Regulated Engine Cooling - Radiator, High Ambient Air Temperature, Ship Fitted Shutdown - Low Coolant Level Extension - Coolant Drain Engine Coolant - 50% Antifreeze, 50% Water Mixture Coolant Heater, Extreme Cold Ambient Engine Oil Heater - 120 Volts AC, Single Phase Engine Oil Cummins Certified Test Record Genset Warranty - 2 Years Base Literature - English Packing - Skid, Poly Bag Battery Rack Extension - Oil Drain Green Sound Level 2 Intake Baffle - Ship Loose Ship Loose - Vent Kit A</p>	1

2	KIT, ENCLOSURE (SL2 Duct)	1
3	Kit, FUEL SYSTEM	1
4	OTECC, OTEC Transfer Switch-Electronic Control: 300A/400A/600A OTEC600, Transfer Switch, PowerCommand, 600 Amp Listing - UL 1008/CSA Certification Application - Utility to Genset Cabinet - Type 4x Stainless Poles - 3 (Solid Neutral) Frequency - 60 Hz System - 3 Phase, 3 or 4 Wire Voltage - 480 Volts AC Genset Starting Battery - 12V DC PC40 Control Aux Relay - Emergency Position - 12 Volts DC Aux Relay - Normal Position - 12 Volts DC Relay - Elevator Signal Transfer Switch Warranty - 1 Year Comprehensive	1
5	Operation and Maintenance	2
6	Service - start up & testing	1
7	Spare parts	1

TOTAL: \$ 70,300.00

Quote value does not include any tax.

NOTES:

- Current Submittal Lead Time: **2** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): **20** weeks
 - Generator: **45** weeks
- Proposal based upon supplied **spec section 16900**.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:**Cummins **2**-year warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes **3** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:**Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- **NOTICE:** *As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*



Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Nicole Michael, Sales Engineer
hq689@cummins.com
(864) 641-5077

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name & Title

Purchase Order No

<Rest of the page is intentionally left blank>

TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR*

COMPLETION OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASSIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: June 26, 2023
Subject: Public Works & Water Department Quarterly Report
Presenter: Dale Pennell, Public Works Director
Attachments: Quarterly Report (March 2023 – May 2023)

Description:

Attached please find the quarterly report from the Public Works Department including the Water Department.

Action Requested: None.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET
MARCH 2023 - MAY 2023

WATER MAINTENANCE DIVISION:

	Mar-23	Apr-23	May-23	3 month average
Water Leaks Repaired	1	2	5	3
New Water Taps	1	5	6	4
Total Active Water Meters	3,216	3,217	3,232	3,227
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	56	64	31	50
General Service Calls	102	112	80	98
Water Door Tags Delivered	29	29	17	25
Water Line Locate Utility Service Calls (811)	141	149	105	132
Reservoir-Pump Station Site Checks	15	16	12	14
Water Line Construction Inspections:	Palisades (95%) Palisades (95%) Palisades (95%)			
	Shuford Rd (100%)			
	Coleman St (100%)			

WATER PRODUCTION DIVISION:
(Gallons per month)

1A. Raw water pumped from river to Water Treatment Plant

(daily average vs. 1.5 MGD plant capacity)

1B. Raw water used at the WTP

1C. Finished water Produced at WTP

2. Water Purchased from Mars Hill

A1. TOTAL WATER PRODUCTION (1.C. + 2)

3. Finish Water used at WTP

A2. TOTAL WATER AVAILABLE FOR SALES

B. TOTAL METERED FOR BILLING

C. Metered, Non-Metered & Non-Billed Use by Town

D. Total Accounted For Water (3 + B + C)

E. TOTAL UNACCOUNTED (A1-D)

F. MONTHLY UNACCOUNTED WATER (E/Ax100)

	Mar-23	Apr-23	May-23	3 month average
1A. Raw water pumped from river to Water Treatment Plant	18,819,000	19,444,000	22,493,000	20,252,000
(daily average vs. 1.5 MGD plant capacity)	42%	42%	50%	45%
1B. Raw water used at the WTP	1,343,000	1,429,000	1,615,000	1,462,333
1C. Finished water Produced at WTP	17,476,000	18,015,000	20,878,000	18,789,667
2. Water Purchased from Mars Hill	0	0	0	0
A1. TOTAL WATER PRODUCTION (1.C. + 2)	17,476,000	18,015,000	20,878,000	18,789,667
3. Finish Water used at WTP	629,136	648,540	751,608	676,428
A2. TOTAL WATER AVAILABLE FOR SALES	16,846,864	17,366,460	20,126,392	18,113,239
B. TOTAL METERED FOR BILLING	12,078,200	15,672,000	14,467,100	14,072,433
C. Metered, Non-Metered & Non-Billed Use by Town	2,500,000	1,174,964	2,863,392	2,179,452
D. Total Accounted For Water (3 + B + C)	15,207,336	17,495,504	18,082,100	16,928,313
E. TOTAL UNACCOUNTED (A1-D)	2,268,664	519,496	2,795,900	1,861,353
F. MONTHLY UNACCOUNTED WATER (E/Ax100)	13.0%	2.9%	13.4%	9.9%

WATER CAPACITY VS PRODUCTION:

(Gallons per day)

	Mar-23	Apr-23	May-23	3 month average
Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000
Average Daily Production Total Water Production (A1 above) / 30 days in month	582,533	600,500	695,933	626,322
AVERAGE USE RELATIVE TO DESIGN CAPACITY	38.8%	40.0%	46.4%	41.8%
Current Water Commitments for future development	448,974	448,974	442,974	446,974
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD	68.8%	70.0%	75.9%	71.6%

STREETS DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed

Roads paved

	Mar-23	Apr-23	May-23	3 month average
	0	5	3	3
	na	1	na	
	(Coleman St)			

GROUNDS MAINTENANCE DIVISION:

P&R Special Projects/Repairs Completed

	Mar-23	Apr-23	May-23	3 month average
	2	4	2	3

SANITATION DIVISION:

	Mar-23	Apr-23	May-23	3 month average
Residential Collection Points	2244	2248	2251	2252
Monthly Residential Collections (4/month)	8992	9004	9008	9001
Business Pick Ups	80	80	80	80
Business Pick Ups (4/month)	320	320	320	320
Residential Set-Outs	105	105	107	106
Residential Set-Outs (4/month)	420	420	428	423
TOTAL points picked up per month	9732	9744	9756	9744
Total Tons to Landfill	118.02	118.73	132.36	123.04
Average Pounds Per Collection Point (per week)	24.3	24.4	27.1	25.3
Cubic Yards - Yard Debris	54	45.0	40.5	46.5
Cubic Yards - Brush Chipped	192.5	187	236.5	205.3
Cubic Yards - Leaf Collection	28	98	0	42

MISC

1. Wheelchair accessible swing and handicap parking completed in May at Lake Louise; 2 additional parking areas at LL also paved.
2. Bidding of FY 22-23 Paving Project will be done in July with paving to follow; the preliminary list includes: Wildwood Knoll, Alabama Avenue, Wildwood Park, Birkdale Avenue, Courseview Drive, Roberts Street, Twin Courts Drive, Preston Court, and Central Avenue as well as replacement of various handicap ramps around the downtown area and installation of the handicap parking area at Lake Louise.
3. Plans for the Recreation Area are complete with permitting and bidding in June. PW Staff has removed old fencing and installed new picnic shelter.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by:

Dale Pennell, Public Works Director

REVISED 06-14-2023

Water Line Status (commitment expiration date)	Project with current commitment	Address	Description	Number of Units	Gallons per Connection (GPD)	Projected Demand per NCDEQ standards (GPD)	Estimated Demand at 50 GPD/apt and 100 GPD/house
Construction (NA)	Stoney Knob Mixed Use Development	3 Garrison Road	2 buildings w 4 units/bldg	8	625	5,000	5,000
Construction (NA)	Falissades at Reems Creek	Weaverville Highway	132 apartments + clubhouse	133	55,100	55,100	6,650
Construction (3/6/2024)	16-18-20 Garrison	Garrison Branch Road	3 commercial buildings	1	14,824	14,824	14,824
Construction (NA)	6,000 SF Retail at Northridge Corn	49 Northridge Commons Pkwy	1 commercial building	1	600	600	600
Pending (5/15/2024)	Ollie Weaver Apartments	60 Ollie Weaver Road	202 apartments + clubhouse	202	200-400	55,600	10,100
Pending (5/24/2024)	Pleasant Grove Townhouses	9 Pleasant Grove Road	54 townhouses	40	400	16,000	2,000
Pending (7/19/2023)	Clarks Chapel Subdivision	601 Clarks Chapel Road	13 homes	13	400	5,200	1,300
Pending (10/5/2024)	Monticello Family Apartments	171 Monticello Road	7 buildings + clubhouse	156	108@300 + 60@400	56,600	8,400
Pending (2/9/2024)	480 Reems Creek Townhouses	480 Reems Creek Road	139 townhouses + clubhouse	139	400	55,600	13,900
Pending (3/8/2024)	Greenwood Park	Union Chapel Road	73 homes	73	400	29,200	7,300
			Subtotal Current Projects			293,724	70,074
on-going	Existing but not active meter sets						
on-going	Projected inside-town vacant land development (rev 8/27/2020)		157 open meter sets	157	250	39,250	15,700
on-going	Projected Outside-town-limit residential units			250	400	100,000	25,000
				25	400	10,000	2,500
			Subtotal On-going Projections			149,250	43,200
			Total Outstanding Commitments			442,974	113,274
SUMMARY OF PROJECTED WATER DEMANDS (GPD)							
Average metered and un-metered town usage per day	Average Unaccounted-for daily water		Mars Hill agreement for emergency water (see note 3 below)	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed	Notes
March 2023 - May 2023	March 2023 - May 2023	Outstanding Commitments (as of May 14, 2023)	(approved Nov. 15, 2022)	1,069,296	1,500,000	71.29%	see note 1 below
564,277	62,045	442,974	0	739,596	1,500,000	49.31%	see note 2 below
564,277	62,045	113,274	0				
Outstanding Wtr Commitments 06-14-2023							
Note 1. Chart uses only March - May usage data and NCDEQ projected flow for future commitments.							
Note 2. Chart uses only March - May usage data with average actual demand for future commitments.							
Note 3. Projections do not include any future flow to the Town of Mars Hill (estimated 200,000 GPD).							

WATER SYSTEM INFORMATION – WATER CAPACITY NEEDS PROJECTION - June 2023

Town staff has been asked to provide growth projections related to water capacity. This information represents professional staff's best judgment concerning the growth that can be reasonably expected and how that translates to water needs. Staff emphasizes that these are estimates only and not a guarantee of development. Important endnotes that are helpful to understanding this info are found on p. 3.

Property Description		Acres	Residential Dwelling Units (RDU) Projection ⁱ			Water Capacity Projection (in GPD) ⁱⁱ		
			Low RDU Estimate ⁱⁱⁱ	Moderate RDU Estimate ^{iv}	High RDU Estimate ^v	Low GPD Estimate	Moderate GPD Estimate	High GPD Estimate
Current Water Commitments								
A	Stoney Knob Mixed Use Dev. – 3 Garrison Rd		Commercial	Commercial	Commercial	5,000	5,000	5,000
B	Retail Dev. – Northridge Commons Pkwy		Commercial	Commercial	Commercial	600	600	600
C	Commercial Dev. – 16+ Garrison Rd		Commercial	Commercial	Commercial	14,824	14,824	14,824
D	Palisades at Reems Creek – Merrimon Rd	11.21	132	132	132	55,100	55,100	55,100
E	Ollie Weaver Apts – 60 Ollie Weaver Rd	25	202	202	202	55,600	55,600	55,600
F	Pleasant Grove TH – 9 Pleasant Grove Rd	10	40	40	40	16,000	16,000	16,000
G	Clarks Chapel S/D – 601 Clarks Chapel Rd	8.5	13	13	13	5,200	5,200	5,200
H	Ponder TH – 480 Reems Creek Rd	17.4	139	139	139	55,600	55,600	55,600
I	Greenwood Park S/D – Al Dorf Dr	46	73	73	73	29,200	29,200	29,200
J	Maribel/LDG Apt – 171 Monticello Rd	10.68	156	156	156	56,600	56,600	56,600
	TOTAL COMMITTED		755	755	755	293,724	293,724	293,724
Growth Area 1 – Gill Branch Valley Area								
K	Northridge Farms – Northridge Commons Pkwy ^{vi}	88	0	577	577	0	230,800	230,800
L	Unimproved Parcel – Gill Branch Rd	42	168	336	504	67,200	134,400	201,600
Growth Area 2 – Monticello Rd West Area								
M	Unimproved Parcel – Monticello Rd	13	52	104	156	20,800	41,600	62,400
Growth Area 3 – Ollie Weaver Rd Area								
N	Unimproved Parcel – Clarks Chapel Rd	40	40	60	80	16,000	24,000	32,000
O	Unimproved Parcel – 31 Greenridge Rd	106	106	159	212	42,400	63,600	84,800
P	Small S/D Development		0	50	100	0	20,000	40,000
Growth Area 4 – I-26 Corridor								
Q	Unimproved Parcel – Silverwood Farm Rd	108	432	864	1,296	172,800	345,600	518,400
R	Residential Parcel (SFR) – 75 Cole Rd	22	22	44	264	8,800	17,600	105,600
Growth Area 5 – Reems Creek Rd Area								
S	Unimproved Parcels – Commercial Dev.		Commercial	Commercial	Commercial			

WATER SYSTEM INFORMATION – WATER CAPACITY NEEDS PROJECTION February 2023

T	Residential Parcel (SFR) – 294 Reems Creek Rd	19	76	152	228	30,400	60,800	91,200
U	Residential Parcel (SFR) – 27 Old Wvl Farm Rd	56	224	448	672	89,600	179,200	268,800
V	Residential Parcel (SFR) – 300 Hamburg Mtn Rd	15	60	120	180	24,000	48,000	72,000
W	Unimproved Parcels – Reems Crk /Hamburg Mtn	35	140	280	420	56,000	112,000	168,000
X	Small S/D Development		0	50	100	0	20,000	40,000
Y	TOTAL PROJECTED IN ALL GROWTH AREAS	1,320	3,244	4,789	528,000	1,297,600	1,915,600	1,915,600
Z	TOTAL IN-FILL DEVELOPMENT PROJECTED	250	300	400	100,000	120,000	160,000	160,000
AA	TOTAL WATER CAPACITY ALREADY COMMITTED [J]							
BB	TOTAL WATER CAPACITY PROJECTED IN GROWTH AREAS [Y]							
CC	TOTAL WATER CAPACITY PROJECTED FOR IN-FILL DEVELOPMENT [Z]							
DD	TOTAL CAPACITY PROJECTED (COMMITTED & GROWTH PROJECTIONS) (400 GPD/RDU) [AA+BB+CC]	921,724	1,711,324	2,369,324				
EE	DEDUCTION FOR CURRENT WATER CAPACITY AVAILABLE ^{xii} [MM]	(581,000)	(581,000)	(581,000)				
FF	ADDITIONAL WATER CAPACITY NEEDED (400 GPD/RDU) ^{vii} [DD-EE]	340,724	1,130,324	1,788,324				
Sale of Supplemental Water ^{viii}								
GG	Town of Mars Hill/Town of Marshall ^{ix}			0	100,000	300,000		
HH	Woodfin Water District ^x			0	100,000	100,000		
II	TOTAL WATER CAPACITY PROJECTED W/ SALE OF SUPPLEMENTAL WATER [DD+GG+HH]	1,021,724	1,911,324	2,769,324				
JJ	DEDUCTION FOR TOTAL CURRENT WATER CAPACITY AVAILABLE ^{xii} [MM]	(581,000)	(581,000)	(581,000)				
KK	ADDITIONAL WATER CAPACITY NEEDED (400 GPD/RDU) ^{vii} [(I)-J]	440,724	1,330,324	2,188,324				
LL	WHAT IS THE WTP'S CURRENT DAILY RAW WATER WITHDRAWAL RATE? ^{xi}				675,000 GPD			
MM	HOW MUCH WATER CAPACITY IS CURRENTLY AVAILABLE AT THE WTP? ^{xii}				581,000 GPD			
	["CURRENT WATER CAPACITY AVAILABLE" – see below for calculation] [RR]							
NN	CURRENT PERMITTED WTP CAPACITY				1,500,000			
OO	WATER NEEDED FOR PRODUCTION AND SYSTEM MAINTENANCE, UNACCOUNTED FOR WATER				(450,000)			
PP	CURRENT WATER CAPACITY AVAILABLE FOR SALE [NN-OO]				1,050,000			
QQ	CURRENT WATER CAPACITY ALREADY SOLD/COMMITTED				(469,000)			
RR	CURRENT WATER CAPACITY AVAILABLE [PP-QQ]				581,000			

WATER SYSTEM INFORMATION – WATER CAPACITY NEEDS PROJECTION

February 2023

-
- ⁱ Growth projections do not include commercial, industrial, and institutional projects if not already committed as they widely vary in water usage. Growth projections do not account for property owners that do not wish to develop.
- ⁱⁱ 400 gallons per day (GPD) per residential dwelling unit (RDU) has been used as it is legally required by DEQ for water planning purposes. Town staff recognizes that 400 GPD is a planning number that does not align with actual water usage; however, staff believes it is the best number to use because actual water usage (if used for planning purposes) does not include water usage related to production, unaccounted for water, or system maintenance and emergency activities [line testing, flushing, firefighting, etc.], and some reserve should be made for commercial, industrial, and institutional uses, and irrigation.
- ⁱⁱⁱ Low Estimates are typically based on 4 RDUs per acre (R-1) if sewer is available or expected or 1 RDU per acre without sewer availability.
- ^{iv} Moderate Estimates are typically based on 8 RDUs per acre (R-3) if sewer is available or 2 RDUS per acre without sewer availability.
- ^v High Estimates are typically based on 12 RDUs per acre (R-12) and assumes availability of public sewer.
- ^{vi} Northridge Farms obtained a County development approval for 577 RDUs and has a water commitment from Woodfin Water District dated July 2022 (valid for 1 year) which requires unspecified improvements to the Woodfin Water District infrastructure. The Town is in conversation with the developer regarding an application for a water commitment and/or annexation through the Town of Weaverville.
- ^{vii} “Additional Water Capacity Needed” is the capacity needed in excess of the maximum that can be produced at the WTP without expansion.
- ^{viii} Sale of supplemental water may provide an opportunity for financial assistance in expanding the WTP.
- ^{ix} Mars Hill is experiencing a higher 10-year growth rate than Wvl and has indicated a desire for supplemental water either for its own needs or for potential resale to Marshall.
- ^x Woodfin Water District and the Town of Weaverville are in discussions concerning a bi-directional interconnection of water systems. While Woodfin Water District currently purchases water from Asheville to satisfy water capacity needs that are beyond its production capability, the District may have a need for emergency and/or supplement water in the future.
- ^{xi} Current daily raw water withdrawal rate is based on an average raw water withdrawal calculated on a quarterly basis and shown on the most recent Public Works/Water quarterly report.
- ^{xii} “Current Water Capacity Available” represents the remaining unallocated/unused capacity that can be produced at the current WTP; this is the amount available for new water customers out of the existing WTP.