

DURING THE JUNE 17, 2020 REGULAR MEETING, THE BOARD ENACTED THE FOLLOWING

2020.49 Consideration of Closing portions of Anders Avenue, Meadows Circle, and associated 10-foot alleys

2020.50 Proclamation - Day of Recognition and Remembrance of Korean War Veterans – June 25, 2020

2020.51 Approval of Lease to MSD of Buncombe County

2020.52 Subrecipient and Sub-Allocation Agreement with the City of Asheville for Federal Transit Administration CARES Act Funding

2020.53 Budget Amendment – Capital Outlay – Equipment

2020.54 Budget Amendment – E911 Fund Balance Appropriation

2020.55 Budget Amendment – DSS Renovation

2020.56 Approval of Agreement Carrying Out Cane Creek Transfer to MSD of Buncombe County

2020.57 Addendum to Consolidation Agreement

**Henderson County
North Carolina**

Before the Board of Commissioners

**ORDER CLOSING A PORTION OF
RIGHTS-OF-WAY FOR ANDERS AVENUE, MEADOW CIRCLE, AND 10' ALLEYS**

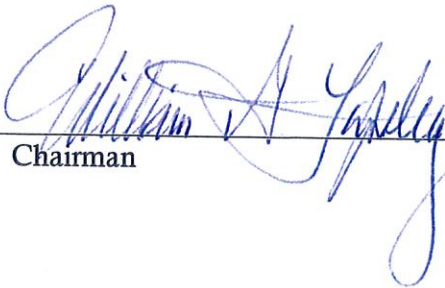
THIS MATTER came on for hearing before the Henderson County Board of Commissioners at its regular June 17th 2020, meeting, pursuant to N.C. Gen. Stat. §153A-241, on the issue of closing a portion of rights-of-way for portions of Anders Avenue, Meadow Circle, and associated 10' Alleys was heard by the Board after public hearing. The Board of Commissioners makes the following findings:

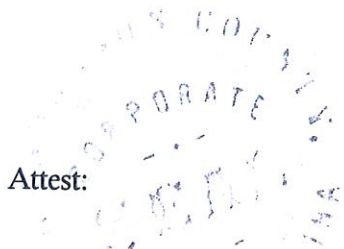
1. This matter first came before the Board of Commissioners on at the Board's regular meeting on May 20th, 2020, on the petition of the Nan McFerren Trust to close portions of Anders Avenue, Meadow Circle, and associated 10' Alleys was heard in Henderson County.
2. At the Board's May 20th, 2020 meeting, the Board adopted a resolution "declaring its intent to close" the said portions of Anders Avenue, Meadow Circle, and associated 10' Alleys.
3. A map showing the area under consideration is shown on the attachment hereto, Exhibit A, (indicated by a broken yellow line).
4. A notice of this Board's June 17th hearing was published once a week for three successive weeks before the hearing in the *Hendersonville Tribune*, a copy of the resolution was sent by registered or certified mail to each owner as shown on the county tax records of property adjoining the public road or easement who did not join in the request to have the road or easement closed, and a notice of the closing and public hearing to be prominently posted in at least two places along the road or easement.
5. Before the Board on June 17th, the Board heard "all interested persons who appear with respect to whether the closing would be detrimental to the public interest or to any individual property rights" are required by N.C. Gen. Stat. §153A-241.
6. After such hearing, the Board is satisfied and finds:
 - A. That closing the public road or easement is not contrary to the public interest;
and,
 - B. That no individual owning property in the vicinity of the road or in the subdivision in which it is located would thereby be deprived of reasonable means of ingress and egress to his property.

WHEREFORE IT IS ORDERED that portions of Anders Avenue, Meadow Circle, and associated 10' Alleys in Henderson County as shown on the attached map is hereby closed.

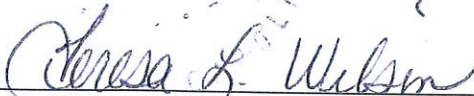
Adopted by the Board by motion duly made, this the 17th day of June, 2020.

BOARD OF COMMISSIONERS
OF HENDERSON COUNTY

By: 
Vice - Chairman



Attest:


Clerk to the Board

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

I, JoAnne Martin Hinson, Notary Public for said County and State, certify that Teresa L. Wilson personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners of Henderson County, a political subdivision of the State of North Carolina having corporate powers, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman of the Board of Commissioners, sealed with its corporate seal and attested by her as its Clerk.

THIS the 17th day of June, 2020.


Notary Public

My Commission Expires: May 23, 2023

[NOTARIAL SEAL]

JOANNE MARTIN HINSON
NOTARY PUBLIC
Henderson County
North Carolina
My Commission Expires May 23, 2023

STATE OF NORTH CAROLINA
COUNTY OF HENDERSON

**SUBRECIPIENT AND SUBALLOCATION AGREEMENT FOR FY2020 CARES ACT
ADMINISTRATION FUNDS**

THIS AGREEMENT made and entered into this the 17th of JUNE, 2020, by and between the Henderson County, a body politic and corporate under the laws of the State of North Carolina, (herein "Sub-recipient"), and the **CITY OF ASHEVILLE**, a municipal corporation, organized and existing under the laws of the State of North Carolina (herein "City") (collectively referred to as the "Parties").

WITNESSETH:

WHEREAS, the Federal government established the Asheville Urbanized Area (herein "AUZA") which made local jurisdictions within the AUZA eligible for public transit funding under the Urbanized Area Formula Program (herein "Program"), codified at 49 U.S.C. 5307 ("Section 5307"); and

WHEREAS, the Asheville Urbanized Area receives an apportionment of FTA 5307 Urban Transit Formula funds annually, and the City of Asheville is the Designated Recipient for Section 5307 Urban Transit Formula funds in our region with Buncombe, Haywood, and Henderson Counties eligible for a portion of Section 5307 FTA Urban Transit Funds as subrecipients to the City of Asheville; and

WHEREAS, the Coronavirus Aid, Relief, and Economic Security (CARES) Act was created to help transit agencies prevent, prepare for, and respond to the COVID-19 pandemic by covering expenses incurred after January 20, 2020 under the Section 5307 FTA Urbanized Area Transit Funding formula Program,

WHEREAS, the Federal Transit Administration (herein "FTA") administers the Program whose funds are intended for use within the AUZA, and must be allocated to eligible recipients according to the FTA's guidelines as set for in the FTA Circular 9030.1E, including the fair and rational distribution of sub-recipient funding; and

WHEREAS, the French Broad River Metropolitan Planning Organization (FBRMPO) completed the Section 5307 Urban Transit formula Funding Suballocation Study to determine how to distribute FTA Section 5307 Urban Transit Formula funds apportioned to the Asheville Urbanized area; and

WHEREAS, the adoption of the study's recommendations included a resolution to set aside 10% of Section 5307 FTA Urban Transit Formula Funds for Jobs Access Reverse Commute (JARC) for which a call for projects would be held annually, and

WHEREAS, the CARES Act funding is being added to Section 5307 FTA Urban Transit Formula funding and must be distributed in the same manner as Section 5307 FTA Urbanized Area Transit Funding Formula funds; and

WHEREAS, the French Broad River Metropolitan Planning Organization Board has reviewed the recommendations provided by the current recipients of Section 5307 FTA Urban Transit Formula funds including the City of Asheville, Buncombe County, Haywood County, and Henderson County, who convened and discussed CARES Act funding on April 13, 2020; and

WHEREAS, the 5307 Urban Transit Formula funding made available to the Asheville UZA through the CARES Act will be distributed to subrecipients based on the Adopted French Broad River MPO 5307 Suballocation Formula on April 28, 2020 without a 10% set-aside for regional Job Access Reverse Commute Activities.

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

A. ALLOCATION

1. Method of Financing. The total amount of CARES Act Section 5307 Urban Transit Funds was determined by the Federal Transit Administration (FTA). The portion of these funds to be passed through to the Sub-recipient by the City is determined by the French Broad MPO.
2. Formula. The Parties agree to the terms and funding suballocation formula (herein "Formula") established for the CARES Act 5307 eligible recipients as set forth in the French Broad's MPO Resolution adopted April 28, 2020. The Formula may be reviewed earlier upon request from the City, a current 5307 sub-recipient, or a potentially eligible 5307 sub-recipient agency.

B. DISBURSEMENT

1. Local Matching Funds. For the FY2020 CARES Act 5307 Urban Transit Formula funding, no local match is required by the FTA to program funds.
2. Reimbursement. Subject to the availability of funds, the City will reimburse the Sub-recipient quarterly, upon the timely submission by the Sub-recipient to the City of all necessary reports and statements under the Section 5307 programs.
3. Reimbursement Procedures. Invoices, documentation and reports should be submitted to the City. Sub-recipient shall submit an invoice and appropriate

documentation and reports to the City no later than thirty (30) days after the federal quarter ends for funds expended during the subject period together with the amount being requested for reimbursement. The invoice shall include a quarterly expenditure report. The report shall identify expenditures by work task and shall include a detailed evaluation of work accomplishments, work products and project deliverables.

C. ACCOUNTING

1. Accounting Records. Sub-recipient shall maintain accounting records and all other documents in full compliance with the provisions of Section 2, paragraphs (a) through (f) below and shall also maintain all other documents necessary for federal and state audit purposes. Sub-recipient shall establish a budget code for the planning funds program.
2. Accounting Procedures
 - a. A separate account should be established for each separate grant from the Section 5307 funds and all transactions recorded in accordance with acceptable accounting procedures which are approved by N.C. Department of Transportation and US Department of Transportation per 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards regarding standards for grantee financial management systems.
 - b. The account established for the funds will be included in the annual audit of the agency in accordance with 2 CFR Part 200.
 - c. Time spent for staff services on work provided for in Section 5307 programs shall be recorded by work task on either standard monthly, weekly, or biweekly time sheets for each individual and filed for audit purposes.
 - d. Cost for transportation, office and other expendable supplies, printing, copying work, keypunching, computer processing, mapping and aerial photography should be supported by receipts, logs and vouchers as appropriate.
 - e. Reimbursement should be on a basis of vouchers submitted and supported by similar documents as required by the City. The vouchers should, at a minimum, specify the staff time expended and description of work task for which the reimbursement is requested. Work tasks must be consistent with task descriptions, objectives and expected deliverables (work products) specified in

the project application process in TrAMS. The FTA does not require programming of the CARES Act Urban Transit Formula Funds in the State Transportation Improvement Plan (STIP), unless projects include substantial, functional, location, or capacity changes to the asset or system.

- f. The total amount of Sections 5307 funds allocated to a project or projects will be the controlling amount for which reimbursement can be claimed for a given grant.
3. Quarterly Progress Report Procedures. Quarterly progress reports should be submitted to the City's Transportation Department no later than thirty days after the federal quarter ends. The quarterly progress report should include a brief narrative report of work accomplished by the agency and any subcontractor. The quarterly progress report shall be included with the invoice and expenditure report.
4. Annual Performance Report. An annual performance report is to be submitted with the final funds invoice submission for a fiscal year. The written narrative of the performance report should (1) compare work accomplishments to anticipated work goal; (2) discuss progress in meeting schedules; (3) comment on significant task cost overruns/underruns; (4) identify any approved changes in the grant funds; and (5) discuss any items of interest, i.e. reorganization and personnel changes. The narrative portion of the report should be concise, generally one to two pages in length. In order to accommodate NCDOT/USDOT September 30 deadlines, performance reports, documenting the previous fiscal year, must be submitted to the City's Transportation Department no later than July 30 each year.
5. Audits. The City and NCDOT or USDOT shall be permitted to review, inspect, or study activities of the Sub-recipient under the Section 5307 program. The Sub-recipient shall bear the cost of any work not approved by the NCDOT and USDOT. In the event an audit of expenses incurred by the Sub-recipient reveals costs which are not eligible for federal or state funding, but for which the City has invoiced on behalf of the Sub-recipient and reimbursed the Sub-recipient, the Sub-recipient agrees to reimburse the City, in full.

D. OBLIGATIONS OF THE PARTIES

1. City Responsibilities. The City agrees to distribute the funds to the Sub-recipient as received from the FTA for the Program as determined by the Formula and in accordance with federal statutes, regulations and circulars. The City agrees to

comply with applicable FTA regulations and provide grant management and subrecipient oversight.

2. Subrecipient responsibilities.

a. Capacity. Subrecipient agrees to maintain sufficient legal, financial, technical and managerial capacity to:

- Plan, manage and complete the projects and services funded through the Program (FTA 5307) funds;
- Comply with the terms of this agreement, the approved project budget, and the project schedule for each applicable funding year; and
- Comply with all applicable federal laws, regulations and Program requirements.

b. Capital. Sub-recipient agrees that in accepting Program funds, it shall be responsible for the purchase, operation and maintenance of all capital related to transit purchased through the use of Program (5307 urban) funds, including but not limited to its transit fleet, subject to applicable federal rules and regulations.

c. Change in conditions. Sub-recipient shall notify the City immediately of any change in conditions (including its legal, technical, financial or managerial capacity), change in local law, or other event that may significantly affect the sub-recipient's ability to perform the project in accordance with the terms of their agreement.

d. Timely response. Sub-recipient shall provide timely responses to requests by the City, the FTA, or an independent entity for information and/or documentation in regards to reviews, audits and/or evaluations. Sub-recipient shall maintain and make available such records and accounts, including property, personnel and financial records deemed necessary or required by the FTA to assure the proper accounting for all Program funds.

e. Indemnification. Sub-recipient agrees that the City shall not be liable for damages or losses arising out of the performance of this Agreement by the Sub-recipient, its employees, officers, agents, contractors or subcontractors. To the maximum extent allowed by law, the Sub-recipient shall indemnify and hold harmless, the City, its officers, agent and employees from all claims and costs, including attorney fees, arising out of this Agreement as a result of the actions or omissions of the Sub-recipient, or anyone directly or indirectly employed by the Sub-recipient.

3. City and Subrecipient responsibilities.

a. Compliance. The parties shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. Such regulations and requirements include, but are not limited to, 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", 49 U.S.C. 5307, FTA Circular 9030.1E, FTA's Master Agreement, as well as the City's FTA Fiscal Year Certifications and Assurances, and any amendments thereto. These requirements shall be incorporated into any federally-assisted contracts Sub-recipient enters into with third parties.

b. Personnel. The City Manager shall designate City personnel and the Sub-recipient's governing board shall designate personnel as necessary to carry out the responsibilities of the City and Sub-recipient respectively, under this Agreement.

E. GENERAL PROVISIONS

1. Duration of Agreement. The term of this Agreement shall begin when the agreement is executed by the City and shall remain in effect until the CARES Act Section 5307 funds are no longer available or until such time as the Agreement is terminated by the parties hereto. If the term of this Agreement has not expired before 11:59 P.M. on June 30, 2022, it shall expire at that time.
2. Termination. This Agreement may be terminated by either party by providing one year written notice to the other party.
3. Assignability: This Agreement is expressly non-assignable without prior written consent and approval by the non-assigning party.
4. Amendments: Any amendments to the provisions contained herein shall be made in writing and consented to by both Parties.
5. Service of Process: Service of all notices under this Agreement shall be sufficient if given personally, by registered or certified mail, return receipt requested, and mailed to the party involved at the address and to the attention of the person set forth below. Any such notice mailed to such address shall be effective upon the date received as shown by the returned receipt or otherwise:

For City of Asheville:

For Sub-recipient:

6. Pre-Audit Certificate: Both parties must certify that this document had been pre-audited in the manner required by the Local Government and Fiscal Control Act, N.C.G.S 159-28.
7. Documents of Incorporation: This Agreement is expressly made subject to all federal, state and local laws, rules, regulations and circulars, to the Grant Agreement between the City and the FTA, and to the Agreements between the City and Sub-recipient. All of the foregoing are hereby made part of this Agreement and incorporated herein by reference.
8. Governing Law: All matters relating to this agreement shall be governed by the laws of the State of North Carolina, without regard to its choice of law provisions, and venue for any action relating to this Contract shall be Buncombe County Civil Superior Court or the United States District Court for the Western District of North Carolina.
9. Compliance with Applicable Laws: The parties shall comply with any and all applicable federal, state, and local statutes, regulations, laws, and ordinances including those established by the FTA.
10. Severability: If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such as invalidity, illegality or unenforceability, it will not affect any other provisions, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Headings. All headings that appear as section numbers in this Agreement are included for convenience only and shall not affect the meaning or interpretation of any of the provisions of the Agreement.
12. Entire Agreement. This Agreement represents the entire and integrated agreement between the City and Sub-recipient.
13. Authorization by Parties. All parties hereby respectively confirm that the individuals executing the Agreement are authorized to execute this Agreement and to bind the respective entities to the terms contained herein. All Parties confirm they have read this Agreement and, conferred with counsel, and fully understand its contents.

14. E-Verify. The parties herein have complies with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of the parties' knowledge, any subcontractor employed by a contractor as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.
15. Iran Divestment Act Certification. The Parties herein certify that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, the parties shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

IN WITNESS WHEREOF, each party has caused this Agreement to be duly executed on the day and year first above written and if corporate, by their duty authorized representative.

Attest:

CITY OF ASHEVILLE

Magdalen Burleson, City Clerk
(official seal)

By: _____
Debra Campbell, City Manager

SUBRECIPIENT

By: Steve Wyatt
Name and Title: Steve Wyatt, County Manager

ENDORSEMENT BY FRENCH BROAD MPO

PRE-AUDIT CERTIFICATION

This instrument has been pre-audited by the Local Government Budget and Fiscal Control Act N.C.G.S. 159-28.

By: _____ Date: _____

Name (Print): _____
City of Asheville Finance Director

By: Samantha Reynolds _____ Date: 6-17-2020 _____

Name (Print): Samantha Reynolds _____

Henderson County Finance Director

STATE OF NORTH CAROLINA)
COUNTIES OF BUNCOMBE)
AND HENDERSON)

CONSOLIDATION AGREEMENT

This CONSOLIDATION AGREEMENT, made this 17th day of June, 2020, by and between the **METROPOLITAN SEWERAGE DISTRICT OF BUNCOMBE COUNTY**, a North Carolina public body and body politic and corporate created and established under the provisions of the North Carolina Metropolitan Sewerage Districts Act, Chapter 153, Article 25, Sections 153-295 to 153-324, inclusive (succeeded by Chapter 162A-64-81, inclusive) of the North Carolina General Statutes, with its principal office and place of business at 2028 Riverside Drive, Woodfin, N.C. 28814 (hereinafter “**MSD**” or “**District**”) and the **CANE CREEK WATER AND SEWER DISTRICT of Henderson County**, a body corporate and politic with its principal office and place of business at 100 North King Street, Hendersonville, N.C. 28792 (hereinafter “**CCWSD**” or “**CANE CREEK**”).

WITNESSETH

WHEREAS, MSD was created and established by the North Carolina State Stream Sanitation Committee by resolution adopted on January 19, 1962, and MSD is currently comprised of the following political subdivisions;

- City of Asheville
- Town of Biltmore Forest
- Town of Weaverville
- Town of Black Mountain
- Town of Woodfin
- Woodfin Sanitary Water and Sewer District
- Avery Creek Sanitary District
- Busbee Sanitary District
- Crescent Hill Sanitary District
- Skyland Sanitary District
- Fairview Sanitary District
- East Biltmore Sanitary District
- Caney Valley Sanitary District
- Swannanoa Water and Sewer District
- Beaverdam Water and Sewer District
- Venable Sanitary District
- Enka-Candler Water and Sewer District

WHEREAS, MSD operates and maintains a system of interceptor and collector sewer lines and a wastewater treatment facility which system of interceptor and collector sewer lines and wastewater treatment facility is referred to herein as the “District Sewerage System;” and

WHEREAS, CCWSD was established on February 26, 1981 pursuant to the provisions of Article 6 of Chapter 162A of the North Carolina General Statutes; and

WHEREAS, CCWSD owns, operates and maintains a system of interceptor and collector sewers serving north Henderson County; and

WHEREAS, MSD currently accepts and treats wastewater collected by CCWSD in the District Sewerage System pursuant to an agreement between MSD and CCWSD entered into in March 1988 and amended in March 1989 and October 1990 (the “Existing Agreement”); and

WHEREAS, in 2019, the North Carolina General Assembly enacted House Bill 768 which created a new section, *G.S. 162A-68.5*, in Article 5 of Chapter 162A of the General Statutes; and

WHEREAS, *G.S. 162A-68.5* allows a metropolitan sewerage district to expand into another county if the governing body of the other county requests the extension and meets the criteria in *G.S. 162A-68.5*; and

WHEREAS, The Board of Commissioners of Henderson County, acting in its official capacity and as the governing body of CCWSD, adopted, on August 5, 2019, a Resolution requesting the inclusion of CCWSD into MSD; and

WHEREAS, the criteria in *G.S. 162A-68.5* are met; and

WHEREAS, upon receipt of the August 5, 2019 Resolution, MSD prepared and sent the information described in *G.S. 162A-68.5 (b)* to the North Carolina Environmental Management Commission (“EMC”) on October 16, 2019; and

WHEREAS, the Water Quality Committee of the EMC considered the request by CCWSD to be included in MSD at its meeting on November 13, 2019, and recommended that the full EMC proceed to public hearing on the request; and

WHEREAS, the full EMC, at its meeting on January 9, 2020, approved proceeding to a public hearing in Henderson County on the request; and

WHEREAS, the Henderson County Board of Commissioners and the EMC held a public hearing on CCWSD’s request to be included into MSD on March 12, 2020 at West Henderson High School in Henderson County and a telephonic public hearing on April 27, 2020 with Lon T. Snider, Regional Supervisor, Winston-Salem Regional Office, of the North Carolina Division of Water Resources acting as hearing officer at both hearings; and

WHEREAS, the hearing officer prepared and submitted a report to the EMC based on the documentation submitted by CCWSD and MSD and the public hearings; and

WHEREAS, the EMC considered the request for inclusion at its May 7, 2020 meeting, and the EMC determined that the criteria of *G.S. 162A-68.5* were met, and the inclusion of the CCWSD of Henderson County within the MSD would not adversely affect customer service in the District and would preserve and promote the public health and welfare of the District; and

WHEREAS, the EMC adopted, at its May 7, 2020 meeting, a resolution expanding the boundaries of the Metropolitan Sewerage District of Buncombe County to include all of the territory of the CCWSD of Henderson County, effective July 1, 2020; and

WHEREAS, Under Article 5 of Chapter 162A of the General Statutes, MSD is authorized and empowered among other things:

- (a) to acquire, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain and operate a sewerage system;
- (b) to fix and revise rates, fees and charges for the use of or for the services and facilities provided by the District Sewerage System;
- (c) to make and enter into contracts or agreements with the governing body of any political subdivision upon such terms and conditions and for such periods as any such governing body and the District Board of the District may determine with respect to:
 - (i) the collection, treatment and disposal of sewage; and
 - (ii) the collection by such political subdivision or by the District of rents, rates, fees or charges for the services and facilities provide to or for such political subdivision and for the enforcement of collection of such rents, rates, fees or charges;
- (d) to regulate by permit the discharge of waste into the District Sewerage System by any industrial or commercial establishment; and
- (e) to acquire by gift, purchase or the exercise of the right of eminent domain, any improved or unimproved lands or rights in land, and to acquire such personal property as it may deem necessary in connection with the acquisition, construction, reconstruction, improvement, extension, enlargement, repair, equipment, maintenance or operation of any sewerage system; and

WHEREAS, CCWSD is a body corporate and politic as defined in *G.S. 162A-88* and has the authority to buy, sell and dispose of real and personal property; and

WHEREAS, pursuant to *G.S. 162A-85.5*, CCWSD has the authority to do all acts and things necessary to carry out the powers granted to it under Article 6 of Chapter 162A; and

WHEREAS, MSD and CCWSD enter into this Agreement to 1) terminate the Existing Agreement, 2) transfer all assets and liabilities of CCWSD to MSD; and 3) clarify and define their respective responsibilities as to the District Sewerage System; and

WHEREAS, MSD is bound by the terms of its Amended and Restated Bond Order adopted by the District Board on April 21, 1999, governing outstanding bonds of MSD, to make improvements to the District Sewerage System only on such land which is owned or can be acquired by MSD in fee simple or over or under which the District shall have acquired or can acquire proper easements or title or rights sufficient for the needs and purposes of the improvements to the District Sewerage System; and

WHEREAS, the MSD Board has determined that the inclusion of the CCWSD Sewerage System as a part of MSD, and the related responsibility to operate, maintain, repair, and replace, if necessary, the CCWSD Sewerage System will preserve and promote the public health and welfare within the District and not adversely affect service to users of the District Sewerage System; and

WHEREAS, the MSD Board has determined that the CCCWSD Sewerage System is not subject to any lien or other encumbrance which is materially adverse; and

WHEREAS, the MSD Board has determined that adequate funding for the acquisition, operation, maintenance, repair, and replacement, if necessary of the CCWSD Sewerage System is or will be available from available funds of the District, from rates, fees and charges

established by the District, from grants or other funds provided by the United States of America, the State of North Carolina or any other source, from the issuance of revenue bonds of the District or from any combination of such sources, as the MSD Board deems appropriate; and

WHEREAS, CCWSD desires to transfer ownership of the CCWSD Sewerage System, as defined herein, to MSD, and MSD is willing to accept ownership of the CCWSD Sewerage System according to the terms and conditions set forth in this agreement;

NOW, THEREFORE, in consideration of the mutual covenants, terms, conditions and obligations herein undertaken, it is agreed as follows:

1. CCWSD hereby agrees to transfer to MSD all of the CCWSD Sewerage System more particularly described in paragraph 2 herein. The transfer shall occur on July 1, 2020. The transfer shall be in accordance with the terms and conditions set forth in this agreement and relevant provisions of *G.S. 162A-68.5*. The transfer of real property owned by CCWSDS shall be effected by a document in generally the same form as the “DEED” attached to this agreement as Exhibit A. CCWSD and MSD agree to execute all necessary documents to complete the transfer of property from CCWSD to MSD.
2. For purposes of this Agreement, the “CCWSD Sewerage System” shall mean all of CCWSD’s interest in the following properties:
 - (a) All of the existing collector and interceptor sewers, pump stations and related appurtenances shown on the map of the Cane Creek Water and Sewer District attached hereto as Exhibit B.

- (b) All of the existing collector and interceptor sewers shown on the CCWSD GIS mapping system.
 - (c) All easements and rights of way for sewer lines used or acquired in connection with the CCWSD Sewerage System. The easements and rights of way intended to be conveyed shall include easements which may have been acquired by long use or maintenance of sewer lines and easements.
 - (d) All sewer lines, easements, or rights of way which appear on any plat recorded in the Office of the Register of Deeds for Henderson County which sewer lines have been or are being used as part of the CCWSD Sewerage System.
 - (e) All engineering records, plans, specifications, maps and reports, warranties, accounting records, appropriate correspondence and other records relating to the CCWSD Sewerage System, including records in digital or electronic format.
 - (f) All tangible personal property as set forth on Exhibit C attached hereto and incorporated herein by reference.
 - (g) All cash on Hand.
3. CCWSD shall be responsible for obligations relating to the operation, maintenance, repair and replacement, if necessary, of the CCWSD Sewerage System arising prior to July 1, 2020. MSD shall be responsible for obligations relating to the operation, maintenance, repair and replacement, if necessary of the CCWSD Sewerage System, arising on or after July 1, 2020. .

4. On and after July 1, 2020, the CCWSD Sewerage System will be part of the District Sewerage System and MSD will be responsible for the operation, maintenance, repair, and replacement, if necessary, of the District Sewerage System.

5. On and after July 1, 2020, MSD will be responsible for billing and collecting rates, fees and charges from users of the CCWSD Sewerage System. MSD has contracted with the entities providing water to the users, the City of Asheville and the City of Hendersonville, to bill and collect rates, fees and charges. MSD will bill directly those customers who do not purchase water from the City of Hendersonville or the City of Asheville. MSD reserves the right to bill and collect rates, fees and charges of the District Sewerage System directly from users of the District Sewerage System.

6. The following general conditions shall govern MSD's responsibilities with respect to the operation, maintenance, repair and replacement, if necessary, of the District Sewerage System.
 - (a) Adequate funding for the operation, maintenance, repair and replacement, if necessary, shall be available from available funds of the District, from rates, fees or charges established by the District, from revenue bonds issued by MSD, from grant funds from the United States or the State of North Carolina, or any other source. MSD shall have final discretion as to which source or sources of funding will be utilized, subject to the provisions of its Bond Order and to applicable law.
 - (b) MSD shall determine the rates, fees and charges to be charged to the users of the District Sewerage System in its sole and absolute discretion. The rates, fees and

charges may vary from user to user based on the composition and quantity of sewage discharged into the District Sewerage System; however, such rates, fees and charges shall not exceed the rates, fees or charges for comparable service elsewhere within the geographical limits of the District

(c) MSD shall have final discretion in determining the need, priority, timing and location of any operation, maintenance, repair or replacement, if necessary, of the District Sewerage System.

7. Pursuant to North Carolina General Statute *162A 68.5(f)*, upon its inclusion within MSD, CCWSD shall be subject to all debts of the District.

8. MSD and CCWSD acknowledge and agree that CCWSD entered into a contract with Buchanan & Sons, Inc. to construct the Mud Creek Interceptor Sewer Project (the “Mud Creek Project”) in October, 2018, a project with an approximate cost of \$3,056,970. MSD and CCWSD further acknowledge and agree that the Mud Creek Project is expected to be completed on or before December 31, 2020. CCWSD agrees that it will pay all costs arising out of or related to the work on the Mud Creek Project performed prior to July 1, 2020. On or before July 1, 2020, CCWSD will assign the contract with Buchanan & Sons to MSD. MSD will be responsible for completing the contract for the Mud Creek Project and will pay for all work performed on the Mud Creek Project after July 1, 2020.

9. MSD and CCWSD acknowledge and agree that CCWSD entered into an agreement with the Fletcher Academy, Inc. (“Fletcher Academy”) and the Layman Foundation of North Carolina, Inc. (“Layman”) wherein CCWSD, as a part of the Mud Creek Project, agreed to connect the sewer system serving the Fletcher Academy and the Layman Foundation to the CCWSD Sewerage System, and Fletcher Academy and Layman agreed to contribute \$1,025,000 to the cost of the Mud Creek Project upon its completion. In consideration of MSD assuming CCWSD’s obligations to complete construction of and pay for the Mud Creek Project, CCWSD agrees that it will assign its agreement with Fletcher Academy and Layman and all rights thereunder to MSD on or before July 1, 2020.

10. Henderson County has incurred certain debt associated with the construction, operation and maintenance of the CCWSD Sewerage System and the Mud Creek Sewer Project. The indebtedness associated with the construction, operation, and maintenance of the CCWSD Sewerage System (“Outstanding Indebtedness”) as of July 1, 2020 is:

(a) Installment Purchase Indebtedness – Mud Creek Interceptor Project.

(b) Henderson County Limited Obligation Indebtedness assigned to Cane Creek Water and Sewer District.

MSD agrees to pay principal and interest on the Outstanding Indebtedness as it comes due after July 1, 2020.

11. In order to effectively serve sewer customers in CCWSD, MSD will maintain an office in the Henderson County office building located at 100 North King Street in

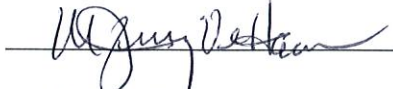
Hendersonville, or at such other location as MSD, in its sole discretion, may determine. MSD has entered into a Lease Agreement with Henderson County, a copy of which is attached hereto as Exhibit D.

12. All users of the District Sewerage System shall be subject to the Sewer Use Ordinance of the Metropolitan Sewerage District of Buncombe County, North Carolina.
13. MSD and CCWSD acknowledge and agree that this agreement supersedes the Existing Agreement and that the Existing Agreement is terminated, effective July 1, 2020.
14. This agreement represents the entire agreement between MSD and CCWSD.
15. This agreement may be amended only by a writing signed by an authorized representative of MSD and CCWSD.
16. This agreement shall be governed by and under the laws of the State of North Carolina.
17. The effective date of this agreement is July 1, 2020.

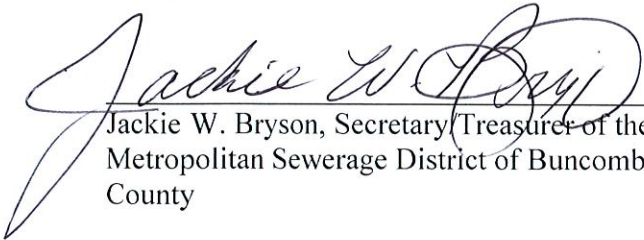
IN WITNESS WHEREOF, the parties hereto acting under the authority of their respective governing bodies, have caused this Agreement to be duly executed in two counterparts, each of which shall constitute an original.

METROPOLITAN SEWERAGE DISTRICT OF
BUNCOMBE COUNTY, NORTH CAROLINA

(SEAL)

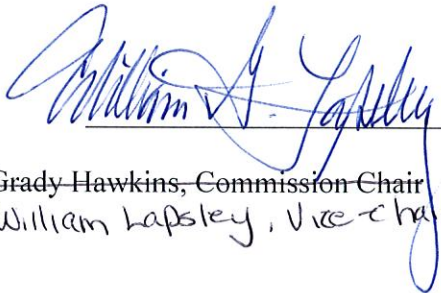
By: 
M. Jerry VeHaun, MSD Board Chair

ATTEST:


Jackie W. Bryson, Secretary/Treasurer of the
Metropolitan Sewerage District of Buncombe
County

CANE CREEK WATER AND SEWER DISTRICT

(SEAL)

By: 
Grady Hawkins, Commission Chair
William Lapsley, Vice Chairman

ATTEST:

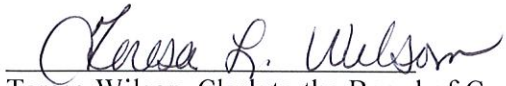

Teresa Wilson, Clerk to the Board of Commissioners

Exhibit A

Excise Tax \${revenue stamps} No Stamps

Mail after recording to {mail after recording to}

This instrument was prepared by William Clarke, Esq. of Roberts & Stevens, P.A., a licensed North Carolina attorney. Delinquent taxes, if any, to be paid by the Closing attorney to the county tax collector upon disbursement of closing proceeds.

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this ____ day of April, 2020, by and between

GRANTOR	GRANTEE
Cane Creek Water & Sewer District 100 North King Street Hendersonville, NC 28792	Metropolitan Sewerage District of Buncombe County, North Carolina 2028 Riverside Drive Asheville, NC 28804

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee the following:

- 1) All of the Grantor's existing collector and interceptor sewers, pump stations, and related appurtenances constituting the Cane Creek Water and Sewerage District Sewerage System (hereinafter the "CCWSD Sewerage System");
- 2) All easements and rights of way for sewer lines used or acquired in connection with the CCWSD Sewerage System. A list of the easements acquired by CCSWD is attached hereto as Exhibit A. Reference is made to the specific book and page numbers in the Henderson County Registry for a more particular description of the easements being conveyed by Grantor and acquired by Grantee.
- 3) All sewer lines, easements or rights of way which appear on any plat recorded in the Office of the Register of Deeds for Henderson County which sewer lines have been or are being used as a part of the CCWSD Sewerage System.

TO HAVE AND TO HOLD the aforesaid CCWSD Sewerage System and easements and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property conveyed herein is subject to the following exceptions:

The last use of the property by the Grantor ___ was or X was not as Grantor's primary residence.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

HENDERSON COUNTY
Henderson County Board of Commissioners

Grady Hawkins, Chairman

SEAL-STAMP

NORTH CAROLINA, Henderson County

I, a Notary Public for said County and State, do hereby certify that Grady Hawkins personally came before me this day and acknowledged that he is Chairman of the Henderson County Board of Commissioners, a North Carolina, and that by authority duly given and as the act of the corporation, signed the foregoing instrument.

Witness my hand and official seal, this the ____ day of _____, 2020.

Notary Public

My Commission Expires: _____

EXHIBIT A

The Following is a list of Easements on the Public Record acquired by the Cane Creek Water and Sewer District. All Book and Page references are to the Henderson County, North Carolina Register of Deeds Office.

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Book 0658, Page 693
Book 0658, Page 696
Book 0658, Page 699
Book 0658, Page 702
Book 0658, Page 705
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Book 0660, Page 078
Book 0660, Page 081
Book 0660, Page 084
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Book 1604, Page 644

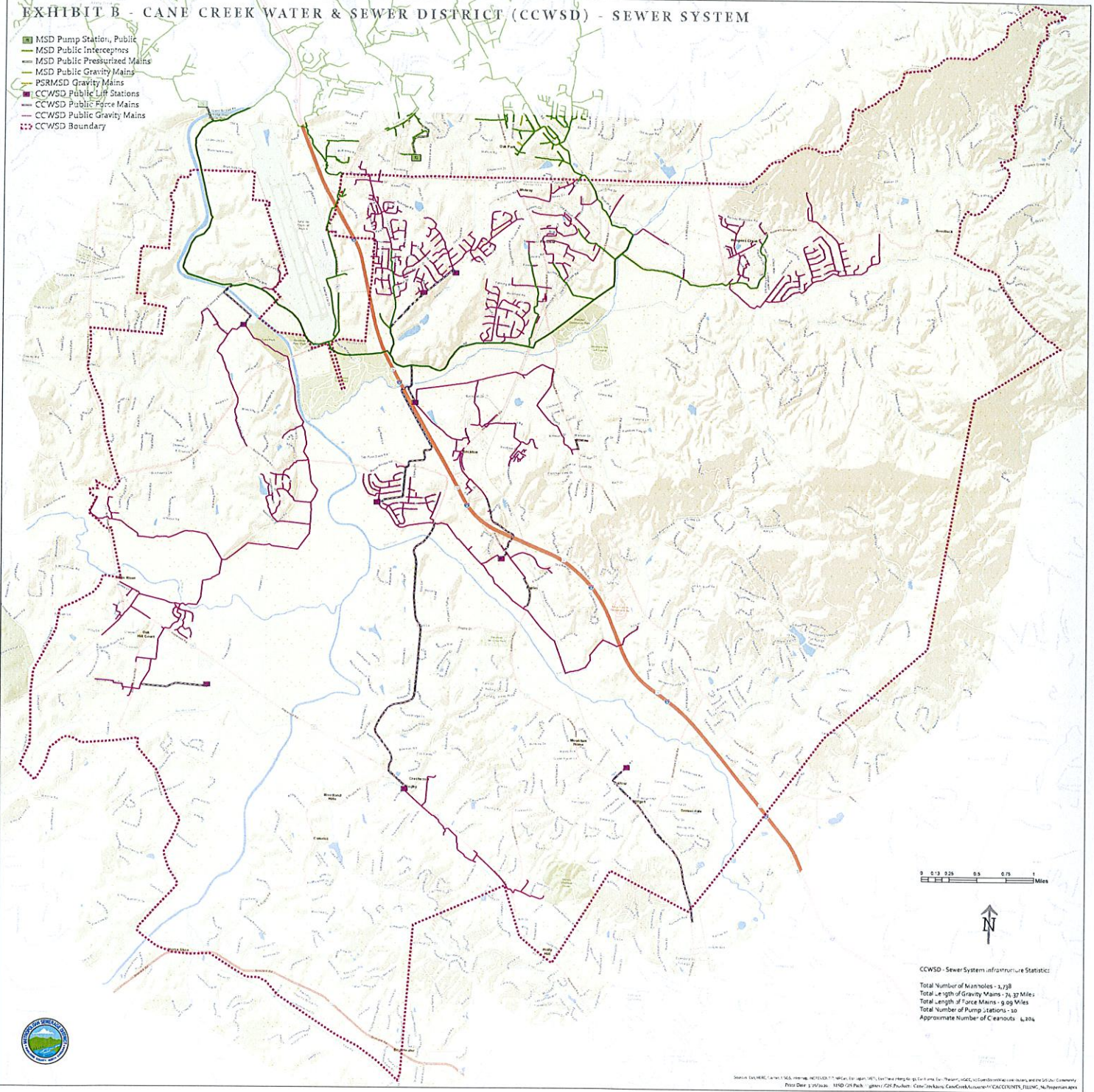
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Book 3372, Page 555
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Book 3391, Page 477
Book 3391, Page 479

Permanent Easement and Construction Easement across the property of Jane Coates Owen, Trustee of that Revocable Living Trust dated the 13th day of September, 2016 acquired in *County of Henderson v. Jane Coates Owen, Trustee of that Revocable Living Trust dated the 13th day of September, 2016, 18CVS 1898.*

EXHIBIT B - CANE CREEK WATER & SEWER DISTRICT (CCWSD) - SEWER SYSTEM

-  MSD Pump Station, Public
-  MSD Public Interceptors
-  MSD Public Pressurized Mains
-  MSD Public Gravity Mains
-  PGRMSD Gravity Mains
-  CCWSD Public Lift Stations
-  CCWSD Public Force Mains
-  CCWSD Public Gravity Mains
-  CCWSD Boundary



0 0.1 0.25 0.5 0.75 1 Miles



CCWSD - Sewer System Infrastructure Statistics:
 Total Number of Manholes - 3,738
 Total Length of Gravity Mains - 21,37 Miles
 Total Length of Force Mains - 9.89 Miles
 Total Number of Pump Stations - 10
 Approximate Number of Cleanouts - 4,204



Source: ES&S, Inc. (2015) and updated. PREPARED BY: WSPAR, Inc. (2017). Data provided by the Cane Creek Water & Sewer District. All rights reserved. No part of this document may be reproduced without the written consent of WSPAR, Inc. Project No. 17-001. MSD (2017) Public Utility GIS Project - Cane Creek Water & Sewer District. All rights reserved.

EXHIBIT C

ASSET	DESCRIPTION	STATUS	CLASS CD	SUBCLASS	DEPARTMENT	DATE ACQ	ACQ COST	LTD ACCUM DEPR	CURRENT YEAR DEPR
10161A	HURCO RIPCORD SMOKER	A	06	90	5711	11/09/00	1,175.00	1,175.00	0.00
10305	JOHN DEERE 5220 TRACTOR	A	09	90	5711	09/20/02	23,289.90	23,289.90	0.00
10306	MX6 ROTARY CUTTER	A	09	90	5711	09/20/02	1,617.10	1,617.10	0.00
10559	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	10/25/01	1,811.86	1,811.86	0.00
10564	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	04/11/02	1,813.53	1,813.53	0.00
10565	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	04/11/02	1,813.53	1,813.53	0.00
10568	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	04/11/02	1,816.03	1,816.03	0.00
10569	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	03/07/02	1,812.06	1,812.06	0.00
10574	MILLTRONICS HYDRO RANGER 1 TRANSMITTER	A	06	90	5711	02/28/02	3,033.47	3,033.47	0.00
12447	3P TRAILER-MOUNTED DIESEL GENERATOR	A	06	90	5711	11/16/06	31,732.00	31,732.00	0.00
13002	542 NSL LOADER	A	06	90	5711	05/03/07	6,710.87	6,710.87	0.00
13003	S4LX4000 SEWAGE PUMP	A	06	90	5711	05/03/07	9,380.00	9,380.00	0.00
13004	S6L2000 SEWAGE PUMP	A	06	90	5711	05/03/07	5,966.00	5,966.00	0.00
13005	S6L1500 SEWAGE PUMP	A	06	90	5711	05/03/07	5,748.00	5,748.00	0.00
13006	HPGF300M2-4 GRINDER PUMP	A	06	90	5711	05/03/07	3,646.00	3,646.00	0.00
13244	HYDROMATIC S4K2500M4-4 PUMP	A	06	90	5711	03/13/07	6,080.00	6,080.00	0.00
13245	HYDROMATIC HPGFX500JC PUMP	A	06	90	5711	03/13/07	3,218.00	3,218.00	0.00
13246	HYDROMATIC HPGFX500JC PUMP	A	06	90	5711	03/13/07	3,218.00	3,218.00	0.00
13653	TRAILER-MOUNTED SPRAY JETER	A	06	90	5711	06/12/08	33,177.00	33,177.00	0.00
13843	HYDROMATIC S4LX4000 PUMP	A	06	90	5711	08/14/08	10,561.00	10,561.00	0.00
13963	FX500JC PUMP FOR NEUMERN STATION	A	06	90	5711	02/12/09	3,500.00	3,500.00	0.00
14508	ABS PIRANHA SERIES GRINDER PUMP	A	06	90	5711	03/31/10	8,473.00	8,473.00	0.00
15453	EBARA SUBMERSIBLE VORTEX PUMP	A	06	90	5711	04/19/12	8,943.61	8,943.61	0.00
15683	DELL LATITUDE E6420 LAPTOP	A	08	90	5711	09/13/12	3,146.24	0.00	0.00
15684	DELL LATITUDE E6420 LAPTOP	A	08	20	5711	09/13/12	3,146.24	0.00	0.00
15802	2012 FORD F250 TRUCK	A	09	90	5711	06/28/12	39,868.00	39,868.00	0.00
15803	2012 FORD F250 TRUCK	A	09	90	5711	06/28/12	39,868.00	39,868.00	0.00
16178	EBARA SUBMERSIBLE VORTEX PUMP	A	06	90	5711	06/06/13	9,360.87	9,360.87	0.00
16333	SENSAPHONE EXPRESS II AUTO DIALER	A	06	90	5711	09/12/13	2,635.00	0.00	0.00
16417	SUBMERSIBLE PUMP PE185/4	A	06	90	5711	12/31/13	8,754.00	8,754.00	729.50
16418	SUBMERSIBLE PUMP PE185/4	A	06	90	5711	12/31/13	8,754.00	8,754.00	729.50
16699	DELL OPTIPLX 3020 COMPUTER	A	08	90	5711	11/30/14	1,468.26	0.00	0.00
16730	KIP770 LARGE FORMAT PRINTER	A	08	90	5711	03/20/15	11,634.00	10,082.80	2,326.80
16731	DESIGN JET T120 PRINTER	A	08	90	5711	03/20/15	2,297.31	0.00	0.00
16734	HP LASERJET ENTERPRISE P3015X PRINTER	A	08	90	5711	03/31/15	700.75	0.00	0.00
16757	DELL OPTIPLX 7020 COMPUTER	A	08	90	5711	04/30/15	1,767.55	0.00	0.00
17001	TD100 TAYLOR GENERATOR	A	06	90	5711	05/30/14	35,500.00	18,341.67	3,550.00
17034	METAL DETECTOR	A	06	90	5711	03/06/14	718.85	0.00	0.00
17035	METAL DETECTOR	A	06	90	5711	03/06/14	718.85	0.00	0.00
17100	ESAB MIGMASTER 215 WELDER	A	06	90	5711	07/31/14	1,849.62	0.00	0.00
17101	K-SUN LABEL MAKER	A	06	90	5711	07/31/14	779.00	0.00	0.00
17102	NORTHSTAR 30 GAL AIR COMPRESSOR	A	06	90	5711	07/31/14	1,949.99	0.00	0.00
17156	BIG TEX TILT TRAILER W/TOOLBOX	A	09	90	5711	08/07/14	5,465.00	4,478.26	910.83
17181	SUMMERSIBLE PUMP XFP100G	A	06	90	5711	09/18/14	8,629.00	8,341.37	1,725.80

17182	DUPLEX CONTROL PANEL SHP	A	06	90	5711	09/25/14	8,903.00	8,606.23	1,780.60
17183	DUPLEX CONTROL PANEL 20HP	A	06	90	5711	09/25/14	9,169.00	8,863.37	1,833.80
17201	PUMP HPGFX500FC	A	06	90	5711	10/23/14	4,198.00	0.00	0.00
17202	LYNX 100KW DSI GENERATOR	A	06	90	5711	10/30/14	11,200.00	10,640.00	2,240.00
17253	MITEL 3300 PHONE SYSTEM	A	06	90	5711	01/29/15	9,366.21	8,429.59	1,873.25
17462	PLAT CABINET	A	06	90	5711	09/30/15	3,915.00	0.00	0.00
17517	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17518	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17519	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17520	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17521	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17522	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17523	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.42	0.00	0.00
17524	SEWER PUMP	A	06	90	5711	10/26/15	9,785.00	7,338.75	1,957.00
17525	SEWER PUMP	A	06	90	5711	10/08/15	6,495.00	4,871.25	1,299.00
17526	DUPLEX 15HP CONTROL PANEL	A	06	90	5711	11/20/15	8,995.00	6,596.33	1,799.00
17527	TD100 GENERATOR W/ATS - MTN HOME	A	06	90	5711	12/11/15	35,150.00	25,190.83	7,030.00
17637	SUBMERSIBLE PUMP - SCHOOLHOUSE RD	A	06	90	5711	08/30/16	6,280.00	3,663.33	1,256.00
17638	SUBMERSIBLE PUMP - SNOWBALL LANE	A	06	90	5711	08/30/16	21,425.00	12,497.92	4,285.00
17735	NORTHSTAR PRESSURE WASHER	A	06	90	5711	10/31/16	922.97	0.00	0.00
17779	SEWER DRAIN CAMERA	A	06	90	5711	11/18/16	1,376.80	0.00	0.00
17792	DOUBLE WALL SKID TANK 273 GAL	A	06	90	5711	12/22/16	1,495.00	0.00	0.00
17815	2017 RAM 5500 TRUCK W/CRANE BODY	A	09	90	5711	02/17/17	82,765.47	33,336.09	13,794.24
17821	SULZER XFP150G-CB1.7 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	11,730.00	5,669.50	2,346.00
17822	SULZER XFP150E-CB1.4 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	6,715.00	3,245.58	1,343.00
17823	SULZER XFP100G-CB1.6 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	11,445.00	5,531.75	2,289.00
17824	SULZER XFP101G-CB1.4 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	10,725.00	5,183.75	2,145.00
17825	20HP DUPLEX PANEL NEMA 4X SS	A	06	90	5711	02/13/17	9,965.00	4,816.42	1,993.00
17894	SUBMERSIBLE PUMP	A	06	90	5711	06/16/17	11,500.00	4,791.67	2,300.00
18157	ROCKWELL CONTROL PANEL	A	06	90	5711	06/25/18	8,600.00	931.67	860.00
18239	MARTIN YALE LETTER OPENER	A	06	90	5711	08/31/18	1,270.45	0.00	0.00
18644	SULZER/ABS XFP100G PUMP	A	06	90	5711	12/14/18	10,775.00	628.54	628.54
18645	SULZER/ABS XFP100G PUMP	A	06	90	5711	12/14/18	10,775.00	628.54	628.54
19698	DELL OPTIPIX 7050 COMPUTER	A	08	10	5711	02/12/18	1,325.00	0.00	0.00
20083	IPAD PRO 12.9 WF CL 256 GRY	A	08	90	5711	02/18/19	1,348.00	0.00	0.00
20084	IPAD PRO 12.9 WF CL 256 GRY	A	08	90	5711	02/18/19	1,348.00	0.00	0.00
20085	IPAD PRO 12.9 WF CL 256 GRY	A	08	90	5711	02/18/19	1,348.00	0.00	0.00
20086	HP LASERJET M608DN	A	08	90	5711	02/18/19	1,200.00	0.00	0.00
3059	METAL DETECTOR	A	06	90	5711	06/30/89	846.00	846.00	0.00
3089	STEELCASE ROUND TABLE	A	07	90	5711	06/30/92	728.00	728.00	0.00
3145	ROLLING STAND	A	06	90	5711	06/26/89	512.78	512.78	0.00
4154	ENDURO PLAT CABINET	A	06	90	5711	01/30/92	1,743.78	1,743.78	0.00
4418	PLAT CABINET	A	06	90	5711	04/14/93	1,756.37	1,756.37	0.00
4538	DESK	A	07	90	5711	06/30/93	1,048.00	1,048.00	0.00
4787	200 ENDURO PLAT CABINET	A	06	90	5711	02/17/94	3,512.48	3,512.48	0.00

4840	CONFINED SPACE UNIT	A	07	90	5711	03/02/94	4,284.92	4,284.92	0.00
4841	CONFINED SPACE UNIT	A	07	90	5711	03/02/94	4,284.92	4,284.92	0.00
4867	SAFCO MOBILE STAND W/CLAMPS	A	07	90	5711	05/11/94	545.98	545.98	0.00
4950	SCOTT SKA AIR PAK	A	06	90	5711	06/29/94	1,360.00	1,360.00	0.00
7065	CD100 OLYMPIAN DIESEL GENERATOR	A	06	90	5711	06/19/00	24,900.70	24,900.70	0.00
7067A	CD100 OLYMPIAN DIESEL GENERATOR	A	06	90	5711	06/19/00	24,900.70	24,900.70	0.00
7217	FAIRBANKS MORSE 4" PUMP	A	06	90	5711	06/19/00	6,870.00	6,870.00	0.00
7226	MAP FILE CABINET - 5 DRAWER	A	07	90	5711	02/25/99	872.48	872.48	0.00
7227	MAP FILE CABINET - 5 DRAWER	A	07	90	5711	02/25/99	872.48	872.48	0.00
7231	HYDROMATIC SEWAGE PUMP	A	06	90	5711	03/11/99	3,103.00	3,103.00	0.00
CC1	PLANT & DISTRIBUTION SYSTEM	A	03	90	5711	07/01/85	71,440.00	48,579.20	1,428.80
CC10	ENGINEERING-PHASE II	A	13	90	5711	07/01/90	22,165.29	16,069.81	554.14
CC100	EMPIRE SEWER PROJECT - .16 MILES	A	12	90	5711	06/30/15	46,464.00	4,743.20	1,161.60
CC101	RIVERSTONE 2A - .47 MILES	A	12	90	5711	06/30/15	136,488.00	13,933.15	3,412.20
CC102	FLETCHER WAREHOUSE SEWER PROJECT	A	12	90	5711	11/01/15	1,631,201.00	149,526.76	40,780.03
CC103	TRI-HISHTIL SEWER PROJECT	A	12	90	5711	02/01/16	297,275.00	25,392.24	7,431.87
CC104	FLETCHER WAREHOUSE LINE - 2.75 MILES	A	12	90	5711	06/30/16	791,883.36	61,041.00	19,797.08
CC105	LANCE PROPERTIES - .19 MILES	A	12	90	5711	06/30/16	55,247.68	4,258.67	1,381.19
CC106	SEASON AT CANE CREEK - .24 MILES	A	12	90	5711	06/30/16	73,663.56	5,678.24	1,841.59
CC107	WINGATE - .05 MILES	A	12	90	5711	06/30/17	14,546.15	757.60	363.65
CC108	GOODE - .24 MILES	A	12	90	5711	06/30/17	69,821.54	3,636.54	1,745.54
CC109	BUTLER BRIDGE COTTAGES - .11 MILES	A	12	90	5711	06/30/17	32,001.54	1,666.75	800.04
CC11	HOLLAMAN - .02 MILES	A	12	90	5711	07/01/91	1,067,498.83	747,249.16	26,687.47
CC111	MILL POND - 2.44 MILES	A	12	90	5711	06/30/17	5,818.46	303.04	145.46
CC112	SNOWBALL LANE SEWER PROJECT	A	12	90	5711	06/30/17	709,852.31	36,971.48	17,746.31
CC113	CANE CREEK VISTAS PHASE 1 - .52 MILES	A	12	90	5711	06/30/17	543,244.07	28,293.96	13,581.10
CC114	RIVERSTONE PHASE 2D & 2E - .33 MILES	A	12	90	5711	06/30/18	163,880.41	4,438.43	4,097.01
CC115	RIVERSTONE PHASE 2C - .52 MILES	A	12	90	5711	06/30/18	104,001.03	2,816.70	2,600.03
CC116	NORAFIN - .31 MILES	A	12	90	5711	06/30/18	163,880.41	4,438.43	4,097.01
CC117	JOHNSON FARM/CASLETON PLACE - .08 MILES	A	12	90	5711	06/30/18	97,697.94	2,645.99	2,442.45
CC118	BANNER FARM ROAD - .18 MILES	A	12	90	5711	06/30/18	25,212.37	682.84	630.31
CC119	MILL POND CREEK SEWER LINE PROJECT 1509	A	12	90	5711	06/30/18	56,727.84	1,536.38	1,418.20
CC12	ENGINEERING-PHASE II	A	13	90	5711	06/30/18	2,617,109.00	70,880.04	65,427.73
CC120	CASTLETON SEWER EXTENSION PROJECT	A	12	90	5711	07/01/91	52,868.97	37,008.27	1,321.72
CC121	JOHNSON FARM SEWER EXTENSION PROJECT	A	12	90	5711	06/30/18	54,805.00	1,484.30	1,370.12
CC122	NORAFIN SEWER EXTENSION PROJECT (1707)	A	12	90	5711	06/30/18	14,254.00	386.05	356.35
CC123	O'REILLY AUTOMOTIVE STORE - .23 MILES	A	12	90	5711	06/30/18	215,565.00	5,838.22	5,389.13
CC124	THE GROVES AT TOWN CENTER - .21 MILES	A	12	90	5711	06/30/19	87,955.47	183.24	183.24
CC125	CASTETON LANE_HIST JOHNSON FARM -.09 MI	A	12	90	5711	06/30/19	80,307.17	167.31	167.31
CC13	LEGAL & ADMIN FEES	A	10	90	5711	07/01/91	34,417.36	71.70	71.70
CC14	CONDEMNATIONS-PHASE II	A	10	90	5711	07/01/91	49.00	0.00	0.00
CC15	EASEMENTS	A	11	90	5711	07/01/91	22,497.50	0.00	0.00
CC1500	MTN HOME PUMP STATION	A	03	90	5711	07/01/91	36,800.00	0.00	0.00
CC16	CONSTRUCTION-PHASE II	A	12	90	5711	10/29/14	0.00	0.00	0.00
						07/01/93	48,415.19	31,469.88	1,210.38

CC17	ENGINEERING-PHASE II	A	13	90	5711	07/01/93	40,856.12	26,556.45	1,021.41
CC18	LEGAL & ADMIN FEES	A	10	90	5711	07/01/93	5,150.00	0.00	0.00
CC19	CONSTRUCTION-BROADPOINTE PROJECT	A	12	90	5711	08/31/97	383,204.02	209,963.86	9,580.10
CC2	CONSTRUCTION OF CANE CREEK SEWER	A	12	90	5711	07/01/88	1,442,086.20	1,117,616.81	36,052.16
CC20	ENGINEERING-BORADPOINTE PROJECT	A	13	90	5711	08/31/97	29,209.83	16,004.57	730.25
CC2000	NEW BERN PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC21	LEGAL & ADMIN FEES-BROADPOINTE PROJECT	A	10	90	5711	08/31/97	3,872.00	0.00	0.00
CC22	SOUTHCHASE SEWER PROJECT	A	12	90	5711	06/30/98	651,658.00	343,478.07	16,291.45
CC23	WINDSOR FOREST SEWER PROJECT	A	12	90	5711	12/31/96	351,859.00	198,653.73	8,796.48
CC24	ST JOHNS COMMON SEWER PROJECT	A	12	90	5711	10/31/98	150,797.00	78,225.94	3,769.92
CC25	RIVERBIRCH SEWER PROJECT	A	12	90	5711	11/30/99	166,954.00	82,085.72	4,173.85
CC26	RUTLEDGE LAKE RV PARK SEWER PROJECT	A	12	90	5711	12/31/97	26,928.00	14,529.90	673.20
CC27	CHADBURY PARK SEWER PROJECT	A	12	90	5711	12/31/97	53,856.00	29,059.80	1,346.40
CC28	ASHEVILLE AIRPORT/TYSON SEWER PROJECT	A	12	90	5711	07/31/96	61,037.00	35,096.28	1,525.93
CC29	PAUL YOUNG SEWER PROJECT	A	12	90	5711	10/31/98	48,470.00	25,143.81	1,211.75
CC3	LEGAL & ADMIN FEES	A	10	90	5711	07/01/88	47,949.26	0.00	0.00
CC30	PARK RIDGE IND PARK SEWER PROJECT	A	12	90	5711	12/31/94	39,494.00	24,272.35	987.35
CC3000	ROCKWELL PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC31	FLETCHER COMMERCE PARK SEWER PROJECT	A	12	90	5711	03/31/95	82,579.00	50,235.56	2,064.48
CC32	ASHEVILLE AIRPORT COMM SEWER PROJECT	A	12	90	5711	08/31/92	15,618.00	10,509.61	390.45
CC33	CUNNINGHAM SEWER PROJECT	A	12	90	5711	02/28/94	10,232.00	6,501.58	255.80
CC34	INGLES SUPERMARKET SEWER PROJECT	A	12	90	5711	04/30/00	21,542.00	10,367.09	538.55
CC35	MARLOWE ELEM SCHOOL SEWER PROJECT	A	12	90	5711	06/30/00	156,182.00	74,511.83	3,904.55
CC3500	NAPLES PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC36	TOWN OF FLETCHER SEWER PROJECT	A	12	90	5711	06/30/01	111,302.00	50,317.78	2,782.55
CC37	BUDWEISER/HUBERT WOOD SEWER PROJECT	A	12	90	5711	06/30/01	19,747.00	8,927.29	493.68
CC38	SMOKY SUBDIVISION SEWER PROJECT	A	12	90	5711	06/30/01	59,241.00	26,781.87	1,481.02
CC39	GREENS ON HOOPERS CREEK SW PROJECT	A	12	90	5711	06/30/01	78,988.00	35,709.16	1,974.70
CC4	ENGINEERING	A	13	90	5711	07/01/89	94,208.78	70,656.60	2,355.22
CC40	MILLS RIVER SEWER - PHASE 1	A	12	90	5711	07/01/06	1,609,773.37	523,176.32	40,244.33
CC4000	ITT PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC41	ENGINEERING-MILLS RIVER SEWER PHASE 1	A	13	90	5711	07/01/06	183,150.52	59,523.88	4,578.76
CC42	LEGAL & ADMIN FEES-MILLS RIVER PHASE 1	A	10	90	5711	07/01/06	140,763.91	0.00	0.00
CC43	EASEMENTS-MR SEWER PHASE 1	A	11	90	5711	07/01/06	29,336.23	0.00	0.00
CC44	CONSTRUCTION-MR PROJECT COMM DISTRICT	A	12	90	5711	09/07/06	463,481.86	148,700.47	11,587.05
CC45	ENGINEERING-MR SEWER COMM DISTRICT	A	13	90	5711	09/07/06	33,899.49	10,876.12	847.49
CC4500	MUD CREEK PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC46	LEGAL & ADMIN FEES-MR PROJECT COMM DIST	A	10	90	5711	09/07/06	10,237.00	0.00	0.00
CC47	CONSTRUCTION-MILLS RIVER SCHOOL	A	12	90	5711	09/07/06	334,329.67	107,264.08	8,358.24
CC48	ENGINEERING-MILLS RIVER SCHOOL	A	13	90	5711	09/07/06	44,737.00	14,353.12	1,118.42
CC49	LEGAL & ADMIN FEES-MILLS RIVER SCHOOL	A	10	90	5711	09/07/06	11,256.50	0.00	0.00
CC5	LAND & RIGHTS	A	01	90	5711	07/01/89	120,519.41	0.00	0.00
CC50	CONSTRUCTION-MUD CREEK PHASE 1	A	12	90	5711	10/31/07	1,474,393.31	433,103.00	36,859.83
CC51	ENGINEERING-MUD CREEK PHASE 1	A	13	90	5711	10/31/07	130,760.00	38,410.75	3,269.00
CC52	LEGAL & ADMIN FEES-MUD CREEK PHASE 1	A	10	90	5711	10/31/07	2,800.00	0.00	0.00

CC53	LIVINGSTON FARMS SUBDIVISION SEWER PROJ	A	12	90	5711	12/31/01	353,654.00	155,460.40	8,841.35
CC54	LIVINGSTON FARMS (RESERVE)	A	12	90	5711	06/30/02	171,072.00	73,062.00	4,276.80
CC55	NCDDT PROJECT	A	12	90	5711	06/30/02	46,464.00	19,844.00	1,161.60
CC56	FLETCHER NURSING HOME SEWER PROJECT	A	12	90	5711	06/30/02	54,912.00	23,452.00	1,372.80
CC57	STAFFORD CROSSING SEWER-PHASE 1	A	12	90	5711	06/30/02	57,024.00	24,354.00	1,425.60
CC58	STAFFORD CROSSING SEWER - PHASE 2	A	12	90	5711	05/31/04	46,464.00	17,617.60	1,161.60
CC59	LIVINGSTON FARMS - PHASE 3	A	12	90	5711	02/29/04	219,648.00	84,656.00	5,491.20
CC6	CAPITALIZED INTEREST	A	03	90	5711	07/01/89	86,182.09	62,481.99	2,154.56
CC60	FLETCHER COMMERCIAL PARK	A	12	90	5711	03/31/05	17,001.60	6,092.24	425.04
CC61	TOWNES AT BAGWELL MILLS	A	12	90	5711	05/31/05	55,862.40	19,784.60	1,396.56
CC62	ST JOHN WOOD SUBDIVISION	A	12	90	5711	06/30/05	68,006.40	23,943.92	1,700.16
CC63	BALDWIN CIRCLE PROJECT	A	12	90	5711	08/31/05	53,433.60	18,590.44	1,335.84
CC64	RUNWAY BUSINESS PARK	A	12	90	5711	11/30/05	51,300.00	17,527.50	1,282.50
CC65	TWIN OAKS MHP	A	12	90	5711	04/30/06	25,650.00	8,496.56	641.25
CC66	RIVERSTONE SUBDIVISION SEWER PROJECT	A	12	90	5711	04/30/07	524,620.80	160,665.12	13,115.52
CC67	MILLS RIVER VILLAGE SEWER PROJECT	A	12	90	5711	05/31/07	265,161.60	80,653.32	6,629.04
CC68	SUMMEY SEWER PROJECT	A	12	90	5711	02/28/07	8,553.60	2,655.18	213.84
CC69	HOLLABROOK FARMS SEWER PROJECT	A	12	90	5711	04/30/07	883,872.00	270,685.80	22,096.80
CC7	ALLOCATED COSTS	A	03	90	5711	07/01/89	46,891.95	35,168.99	1,172.30
CC70	ADDISON CREEK SEWER PROJECT	A	12	90	5711	10/31/06	179,625.60	57,255.66	4,490.64
CC71	STAFFORD HILLS SEWER PROJECT	A	12	90	5711	04/30/07	188,179.20	57,629.88	4,704.48
CC72	BRICKTON INDUSTRIAL PARK - PHASE 1	A	12	90	5711	01/31/07	74,131.20	23,166.00	1,853.28
CC73	BRICKTON INDUSTRIAL PARK - PHASE 2	A	12	90	5711	06/30/07	136,857.60	41,342.40	3,421.44
CC74	THE VILLAGE (BRICKTON)	A	12	90	5711	11/30/07	68,428.80	19,958.40	1,710.72
CC75	TOWNES AT CONNER CREEK	A	12	90	5711	03/31/08	88,387.50	25,043.15	2,209.69
CC76	A & A CONSTRUCTION	A	12	90	5711	03/31/08	14,256.00	4,039.20	356.40
CC77	ASHEVILLE SAVINGS BANK	A	12	90	5711	04/30/08	19,958.40	19,958.40	0.00
CC78	RUTLEDGE RIDGE	A	12	90	5711	05/31/08	11,404.80	3,183.84	285.12
CC79	NAPLES HOTEL	A	12	90	5711	05/31/08	142,560.00	39,798.00	3,564.00
CC8	LAND & RIGHTS	A	01	90	5711	07/01/91	65,688.76	0.00	0.00
CC80	VILLAGE AT WINDSTONE	A	12	90	5711	05/31/08	202,435.20	56,513.16	5,060.88
CC81	THE COVE 1 & 2	A	12	90	5711	05/31/08	173,923.20	48,553.56	4,348.08
CC82	FIRE TRAINING CENTER PROJECT	A	12	90	5711	07/01/94	9,240.00	5,775.00	231.00
CC83	MTN HOME INDUSTRIAL PARK PROJECT	A	12	90	5711	07/01/98	310,118.54	162,812.21	7,752.97
CC84	ENGINEERING-MTN HOME IND PARK	A	13	90	5711	07/01/98	33,249.41	17,455.94	831.23
CC85	LEGAL & ADMIN FEES-MTN HOME IND PARK	A	10	90	5711	07/01/98	12,411.42	0.00	0.00
CC86	MUD CREEK TRANSFERRED COSTS	A	11	90	5711	07/01/02	72,105.83	25,237.06	0.00
CC87	FLETCHER FIRE & RESCUE SEWER LINE	A	12	90	5711	10/01/08	139,709.00	37,546.79	3,492.72
CC88	STAFFORD HILLS - PHASE 4 SEWER LINE	A	12	90	5711	12/01/08	17,107.00	3,038.67	287.24
CC89	MILLS RIVER SEWER EXTENSION - PT GREENE	A	12	90	5711	12/01/08	71,280.00	18,859.50	1,782.00
CC9	LEGAL & ADMIN FEES	A	10	90	5711	07/01/91	6,478.25	0.00	0.00
CC90	RIVERSTONE 1-B .5 MILES/2640'	A	12	90	5711	06/01/10	142,560.00	32,373.00	3,564.00
CC91	RIVERSTONE 1-D - .27 MILES	A	12	90	5711	01/25/11	77,092.02	16,382.05	1,927.30
CC92	RIVERSTONE 2-B - .54 MILES	A	12	90	5711	01/04/12	153,965.00	28,868.44	3,849.13
CC93	JEFFERIES ROAD - 1.57 MILES	A	12	90	5711	10/06/11	447,638.00	86,729.86	11,190.95

CC94	GLENS OF ABERDEEN - .25 MILES	A	12	90	5711	08/01/11	71,280.00	14,107.50	1,782.00
CC95	NAPLES KNOLLS .059 MILES	A	12	90	5711	06/30/13	17,132.50	2,605.55	428.31
CC96	GOACHER .034 MILES	A	12	90	5711	06/30/13	9,872.50	1,501.43	246.81
CC97	FRENCHCLIFF - .274 MILES	A	12	90	5711	06/30/13	79,568.50	12,101.03	1,989.21
CC98	REDMOND SEWER EXTENSION	A	12	90	5711	06/30/14	31,944.00	4,059.55	798.60
CC99	MISSION/PARDEE EXTENSION	A	12	90	5711	06/30/14	119,064.00	15,131.05	2,976.60

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

LEASE AGREEMENT

This Interlocal Agreement, pursuant to Article 20 of Chapter 160A, is made by and between the County of Henderson, a body corporate and politic of the State of North Carolina ("the County") and the Metropolitan Sewerage District of Buncombe County, North Carolina, a body corporate and politic of the State of North Carolina ("the District").

Facts Leading to Agreement:

- A. The County and the District have discussed leasing a portion of the County's King Street Office Building to the District, so that the District will have a physical presence within the County permitting offices. This presence is desired due to the merger of the Cane Creek Water and Sewer District with the District.
- B. It is the intent of the parties that this presence by the District will:
- (1) Facilitate a single location for the residents within the Henderson County portion of the District to obtain all land development information and permits.
 - (2) Provide a better opportunity for District and County staff to communicate regarding permitting and inspection issues associated with planned and active projects.
 - (3) Provide citizens and staff an opportunity to resolve issues that may arise in the development process in a central location accessible to both District and County residents.

Statement of Agreement

The parties agree as follows:

- (1) The County hereby leases to the District office space in the County's office building at 100 North King Street, or such other premises as the parties may later agree (such office space hereafter "the leased premises"), suitable for a satellite location of the Planning and Development Department of the District.
- (2) The leased premises consist of 90 square feet, and is part of a larger area. The larger area space may contain County files and may periodically be a shared space by other County staff.
- (3) The initial term of this lease shall be five (5) years, beginning 1 July 2020. However, unless either party shall give notice of the intention to terminate this provision at least six (6) months prior to the end of the term (that is, not later than 31 December 2024), then the lease shall be extended for another term of five (5) years. The District or the County may terminate this lease without penalty, prior to the end of the initial term or any subsequent term on 60 days written notice to the other party.
- (4) The District will pay to the County as rent the sum of Ten Dollars (\$10.00) per square foot of the leased premises per year, beginning 1 July 2020.

EXHIBIT C

ASSET	DESCRIPTION	STATUS	CLASS CD	SUBCLASS	DEPARTMENT	DATE ACQ	ACQ COST	LTD ACCUM DEPR	CURRENT YEAR DEPR
10161A	HURCO RIPCORD SMOKER	A	06	90	5711	11/09/00	1,175.00	1,175.00	0.00
10305	JOHN DEERE 5220 TRACTOR	A	09	90	5711	09/20/02	23,289.90	23,289.90	0.00
10306	MX6 ROTARY CUTTER	A	09	90	5711	09/20/02	1,617.10	1,617.10	0.00
10559	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	10/25/01	1,811.86	1,811.86	0.00
10564	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	04/11/02	1,813.53	1,813.53	0.00
10565	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	04/11/02	1,813.53	1,813.53	0.00
10568	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	04/11/02	1,816.03	1,816.03	0.00
10569	FDG-6700 SENSAPHONE EXPRESS DIALER	A	06	90	5711	03/07/02	1,812.06	1,812.06	0.00
10574	MILLTRONICS HYDRO RANGER 1 TRANSMITTER	A	06	90	5711	02/28/02	3,033.47	3,033.47	0.00
12447	3P TRAILER-MOUNTED DIESEL GENERATOR	A	06	90	5711	11/16/06	31,732.00	31,732.00	0.00
13002	542 NSL LOADER	A	06	90	5711	05/03/07	6,710.87	6,710.87	0.00
13003	S4LX4000 SEWAGE PUMP	A	06	90	5711	05/03/07	9,380.00	9,380.00	0.00
13004	S6L2000 SEWAGE PUMP	A	06	90	5711	05/03/07	5,966.00	5,966.00	0.00
13005	S6L1500 SEWAGE PUMP	A	06	90	5711	05/03/07	5,748.00	5,748.00	0.00
13006	HPGF300M2-4 GRINDER PUMP	A	06	90	5711	05/03/07	3,646.00	3,646.00	0.00
13244	HYDROMATIC S4K2500M4-4 PUMP	A	06	90	5711	03/13/07	6,080.00	6,080.00	0.00
13245	HYDROMATIC HPGFX500JC PUMP	A	06	90	5711	03/13/07	3,218.00	3,218.00	0.00
13246	HYDROMATIC HPGFX500JC PUMP	A	06	90	5711	03/13/07	3,218.00	3,218.00	0.00
13653	TRAILER-MOUNTED SPRAY JETER	A	06	90	5711	06/12/08	33,177.00	33,177.00	0.00
13843	HYDROMATIC S4LX4000 PUMP	A	06	90	5711	08/14/08	10,561.00	10,561.00	0.00
13963	FX500JC PUMP FOR NEWBERN STATION	A	06	90	5711	02/12/09	3,500.00	3,500.00	0.00
14508	ABS PIRANHA SERIES GRINDER PUMP	A	06	90	5711	03/31/10	8,473.00	8,473.00	0.00
15453	EBARA SUBMERSIBLE VORTEX PUMP	A	06	90	5711	04/19/12	8,943.61	8,943.61	0.00
15683	DELL LATITUDE E6420 LAPTOP	A	08	90	5711	09/13/12	3,146.24	0.00	0.00
15684	DELL LATITUDE E6420 LAPTOP	A	08	20	5711	09/13/12	3,146.24	0.00	0.00
15802	2012 FORD F250 TRUCK	A	09	90	5711	06/28/12	39,868.00	39,868.00	0.00
15803	2012 FORD F250 TRUCK	A	09	90	5711	06/28/12	39,868.00	39,868.00	0.00
16178	EBARA SUBMERSIBLE VORTEX PUMP	A	06	90	5711	06/06/13	9,360.87	9,360.87	0.00
16333	SENSAPHONE EXPRESS II AUTO DIALER	A	06	90	5711	09/12/13	2,635.00	0.00	0.00
16417	SUBMERSIBLE PUMP PE185/4	A	06	90	5711	12/31/13	8,754.00	8,754.00	729.50
16418	SUBMERSIBLE PUMP PE185/4	A	06	90	5711	12/31/13	8,754.00	8,754.00	729.50
16699	DELL OPTIPIX 3020 COMPUTER	A	08	90	5711	11/30/14	1,468.26	0.00	0.00
16730	KIP770 LARGE FORMAT PRINTER	A	08	90	5711	03/20/15	11,634.00	10,082.80	2,326.80
16731	DESIGN JET T120 PRINTER	A	08	90	5711	03/20/15	2,297.31	0.00	0.00
16734	HP LASERJET ENTERPRISE P3015X PRINTER	A	08	90	5711	03/31/15	700.75	0.00	0.00
16757	DELL OPTIPIX 7020 COMPUTER	A	08	90	5711	04/30/15	1,767.55	0.00	0.00
17001	TD100 TAYLOR GENERATOR	A	06	90	5711	05/30/14	35,500.00	18,341.67	3,550.00
17034	METAL DETECTOR	A	06	90	5711	03/06/14	718.85	0.00	0.00
17035	METAL DETECTOR	A	06	90	5711	03/06/14	718.85	0.00	0.00
17100	ESAB MIGMASTER 215 WELDER	A	06	90	5711	07/31/14	1,849.62	0.00	0.00
17101	K-SUN LABEL MAKER	A	06	90	5711	07/31/14	779.00	0.00	0.00
17102	NORTHSTAR 30 GAL AIR COMPRESSOR	A	06	90	5711	07/31/14	1,949.99	0.00	0.00
17156	BIG TEX TILT TRAILER W/TOOLBOX	A	09	90	5711	08/07/14	5,465.00	4,478.26	910.83
17181	SUMMERSIBLE PUMP XFP100G	A	06	90	5711	09/18/14	8,629.00	8,341.37	1,725.80

17182	DUPLEX CONTROL PANEL 5HP	A	06	90	5711	09/25/14	8,903.00	8,606.23	1,780.60
17183	DUPLEX CONTROL PANEL 20HP	A	06	90	5711	09/25/14	9,169.00	8,863.37	1,833.80
17201	PUMP HPGFX500FC	A	06	90	5711	10/23/14	4,198.00	0.00	0.00
17202	LYNX 100KW DSI GENERATOR	A	06	90	5711	10/30/14	11,200.00	10,640.00	2,240.00
17253	MITEL 3300 PHONE SYSTEM	A	06	90	5711	01/29/15	9,366.21	8,429.59	1,873.25
17462	PLAT CABINET	A	06	90	5711	09/30/15	3,915.00	0.00	0.00
17517	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17518	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17519	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17520	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17521	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17522	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.43	0.00	0.00
17523	SCADA EQUIPMENT	A	06	90	5711	12/31/15	2,216.42	0.00	0.00
17524	SEWER PUMP	A	06	90	5711	10/26/15	9,785.00	7,338.75	1,957.00
17525	SEWER PUMP	A	06	90	5711	10/08/15	6,495.00	4,871.25	1,299.00
17526	DUPLEX 15HP CONTROL PANEL	A	06	90	5711	11/20/15	8,995.00	6,596.33	1,799.00
17527	TD100 GENERATOR W/ATS - MTN HOME	A	06	90	5711	12/11/15	35,150.00	25,190.83	7,030.00
17637	SUBMERSIBLE PUMP - SCHOOLHOUSE RD	A	06	90	5711	08/30/16	6,280.00	3,663.33	1,256.00
17638	SUBMERSIBLE PUMP - SNOWBALL LANE	A	06	90	5711	08/30/16	21,425.00	12,497.92	4,285.00
17735	NORTHSTAR PRESSURE WASHER	A	06	90	5711	10/31/16	922.97	0.00	0.00
17779	SEWER DRAIN CAMERA	A	06	90	5711	11/18/16	1,376.80	0.00	0.00
17792	DOUBLE WALL SKID TANK 273 GAL	A	06	90	5711	12/22/16	1,495.00	0.00	0.00
17815	2017 RAM 5500 TRUCK W/CRANE BODY	A	09	90	5711	02/17/17	82,765.47	33,336.09	13,794.24
17821	SULZER XFP150G-CB1.7 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	11,730.00	5,669.50	2,346.00
17822	SULZER XFP150E-CB1.4 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	6,715.00	3,245.58	1,343.00
17823	SULZER XFP100G-CB1.6 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	11,445.00	5,531.75	2,289.00
17824	SULZER XFP101G-CB1.4 SUBMERSIBLE PUMP	A	06	90	5711	02/13/17	10,725.00	5,183.75	2,145.00
17825	20HP DUPLEX PANEL NEMA 4X SS	A	06	90	5711	02/13/17	9,965.00	4,816.42	1,993.00
17894	SUBMERSIBLE PUMP	A	06	90	5711	06/16/17	11,500.00	4,791.67	2,300.00
18157	ROCKWELL CONTROL PANEL	A	06	90	5711	06/25/18	8,600.00	931.67	860.00
18239	MARTIN YALE LETTER OPENER	A	06	90	5711	08/31/18	1,270.45	0.00	0.00
18644	SULZER/ABS XFP100G PUMP	A	06	90	5711	12/14/18	10,775.00	628.54	628.54
18645	SULZER/ABS XFP100G PUMP	A	06	90	5711	12/14/18	10,775.00	628.54	628.54
19698	DELL OPTIPEX 7050 COMPUTER	A	08	10	5711	02/12/18	1,325.00	0.00	0.00
20083	IPAD PRO 12.9 WF CL 256 GRY	A	08	90	5711	02/18/19	1,348.00	0.00	0.00
20084	IPAD PRO 12.9 WF CL 256 GRY	A	08	90	5711	02/18/19	1,348.00	0.00	0.00
20085	IPAD PRO 12.9 WF CL 256 GRY	A	08	90	5711	02/18/19	1,348.00	0.00	0.00
20086	HP LASERJET M608DN	A	08	90	5711	02/18/19	1,200.00	0.00	0.00
3059	METAL DETECTOR	A	06	90	5711	06/30/89	846.00	846.00	0.00
3089	STEELCASE ROUND TABLE	A	07	90	5711	06/30/92	728.00	728.00	0.00
3145	ROLLING STAND	A	06	90	5711	06/26/89	512.78	512.78	0.00
4154	ENDURO PLAT CABINET	A	06	90	5711	01/30/92	1,743.78	1,743.78	0.00
4418	PLAT CABINET	A	06	90	5711	04/14/93	1,756.37	1,756.37	0.00
4538	DESK	A	07	90	5711	06/30/93	1,048.00	1,048.00	0.00
4787	200 ENDURO PLAT CABINET	A	06	90	5711	02/17/94	3,512.48	3,512.48	0.00

4840	CONFINED SPACE UNIT	A	07	90	5711	03/02/94	4,284.92	4,284.92	0.00
4841	CONFINED SPACE UNIT	A	07	90	5711	03/02/94	4,284.92	4,284.92	0.00
4867	SAFCO MOBILE STAND W/CLAMPS	A	07	90	5711	05/11/94	545.98	545.98	0.00
4950	SCOTT SKA AIR PAK	A	06	90	5711	06/29/94	1,360.00	1,360.00	0.00
7065	CD100 OLYMPIAN DIESEL GENERATOR	A	06	90	5711	06/19/00	24,900.70	24,900.70	0.00
7067A	CD100 OLYMPIAN DIESEL GENERATOR	A	06	90	5711	06/19/00	24,900.70	24,900.70	0.00
7217	FAIRBANKS MORSE 4" PUMP	A	06	90	5711	06/19/00	6,870.00	6,870.00	0.00
7226	MAP FILE CABINET - 5 DRAWER	A	07	90	5711	02/25/99	872.48	872.48	0.00
7227	MAP FILE CABINET - 5 DRAWER	A	07	90	5711	02/25/99	872.48	872.48	0.00
7231	HYDROMATIC SEWAGE PUMP	A	06	90	5711	03/11/99	3,103.00	3,103.00	0.00
CC1	PLANT & DISTRIBUTION SYSTEM	A	03	90	5711	07/01/85	71,440.00	48,579.20	1,428.80
CC10	ENGINEERING-PHASE II	A	13	90	5711	07/01/90	22,165.29	16,069.81	554.14
CC100	EMPIRE SEWER PROJECT - .16 MILES	A	12	90	5711	06/30/15	46,464.00	4,743.20	1,161.60
CC101	RIVERSTONE 2A - .47 MILES	A	12	90	5711	06/30/15	136,488.00	13,933.15	3,412.20
CC102	FLETCHER WAREHOUSE SEWER PROJECT	A	12	90	5711	11/01/15	1,631,201.00	149,526.76	40,780.03
CC103	TRI-HISHITL SEWER PROJECT	A	12	90	5711	02/01/16	297,275.00	25,392.24	7,431.87
CC104	FLETCHER WAREHOUSE LINE - 2.75 MILES	A	12	90	5711	06/30/16	791,883.36	61,041.00	19,797.08
CC105	LANCE PROPERTIES - .19 MILES	A	12	90	5711	06/30/16	55,247.68	4,258.67	1,381.19
CC106	SEASON AT CANE CREEK - .24 MILES	A	12	90	5711	06/30/16	73,663.56	5,678.24	1,841.59
CC107	WINGATE - .05 MILES	A	12	90	5711	06/30/17	14,546.15	757.60	363.65
CC108	GOODE - .24 MILES	A	12	90	5711	06/30/17	69,821.54	3,636.54	1,745.54
CC109	BUTLER BRIDGE COTTAGES - .11 MILES	A	12	90	5711	06/30/17	32,001.54	1,666.75	800.04
CC11	CONSTRUCTION-PHASE II	A	12	90	5711	07/01/91	1,067,498.83	747,249.16	26,687.47
CC110	HOLLAMAN - .02 MILES	A	12	90	5711	06/30/17	5,818.46	303.04	145.46
CC111	MILL POND - 2.44 MILES	A	12	90	5711	06/30/17	709,852.31	36,971.48	17,746.31
CC112	SNOWBALL LANE SEWER PROJECT	A	12	90	5711	06/30/17	543,244.07	28,293.96	13,581.10
CC113	CANE CREEK VISTAS PHASE 1 - .52 MILES	A	12	90	5711	06/30/18	163,880.41	4,438.43	4,097.01
CC114	RIVERSTONE PHASE 2D & 2E - .33 MILES	A	12	90	5711	06/30/18	104,001.03	2,816.70	2,600.03
CC115	RIVERSTONE PHASE 2C - .52 MILES	A	12	90	5711	06/30/18	163,880.41	4,438.43	4,097.01
CC116	NORAFIN - .31 MILES	A	12	90	5711	06/30/18	97,697.94	2,645.99	2,442.45
CC117	JOHNSON FARM/CASLETON PLACE - .08 MILES	A	12	90	5711	06/30/18	25,212.37	682.84	630.31
CC118	BANNER FARM ROAD - .18 MILES	A	12	90	5711	06/30/18	56,727.84	1,536.38	1,418.20
CC119	MILL POND CREEK SEWER LINE PROJECT 1509	A	12	90	5711	06/30/18	2,617,109.00	70,880.04	65,427.73
CC12	ENGINEERING-PHASE II	A	13	90	5711	07/01/91	52,868.97	37,008.27	1,321.72
CC120	CASLETON SEWER EXTENSION PROJECT	A	12	90	5711	06/30/18	54,805.00	1,484.30	1,370.12
CC121	JOHNSON FARM SEWER EXTENSION PROJECT	A	12	90	5711	06/30/18	14,254.00	386.05	356.35
CC122	NORAFIN SEWER EXTENSION PROJECT (1707)	A	12	90	5711	06/30/18	215,565.00	5,838.22	5,389.13
CC123	O'REILLY AUTOMOTIVE STORE - .23 MILES	A	12	90	5711	06/30/19	87,955.47	183.24	183.24
CC124	THE GROVES AT TOWN CENTER - .21 MILES	A	12	90	5711	06/30/19	80,307.17	167.31	167.31
CC125	CASLETON LANE_HIST JOHNSON FARM - .09 MI	A	12	90	5711	06/30/19	34,417.36	71.70	71.70
CC13	LEGAL & ADMIN FEES	A	10	90	5711	07/01/91	49.00	0.00	0.00
CC14	CONDEMNATIONS-PHASE II	A	10	90	5711	07/01/91	22,497.50	0.00	0.00
CC15	EASEMENTS	A	11	90	5711	07/01/91	36,800.00	0.00	0.00
CC1500	MTN HOME PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC16	CONSTRUCTION-PHASE II	A	12	90	5711	07/01/93	48,415.19	31,469.88	1,210.38

CC17	ENGINEERING-PHASE II	A	13	90	5711	07/01/93	40,856.12	26,556.45	1,021.41
CC18	LEGAL & ADMIN FEES	A	10	90	5711	07/01/93	5,150.00	0.00	0.00
CC19	CONSTRUCTION-BROADPOINTE PROJECT	A	12	90	5711	08/31/97	383,204.02	209,963.86	9,580.10
CC2	CONSTRUCTION OF CANE CREEK SEWER	A	12	90	5711	07/01/88	1,442,086.20	1,117,616.81	36,052.16
CC20	ENGINEERING-BORADPOINTE PROJECT	A	13	90	5711	08/31/97	29,209.83	16,004.57	730.25
CC2000	NEW BERN PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC21	LEGAL & ADMIN FEES-BROADPOINTE PROJECT	A	10	90	5711	08/31/97	3,872.00	0.00	0.00
CC22	SOUTHCHASE SEWER PROJECT	A	12	90	5711	06/30/98	651,658.00	343,478.07	16,291.45
CC23	WINDSOR FOREST SEWER PROJECT	A	12	90	5711	12/31/96	351,859.00	198,653.73	8,796.48
CC24	ST JOHNS COMMON SEWER PROJECT	A	12	90	5711	10/31/98	150,797.00	78,225.94	3,769.92
CC25	RIVERBIRCH SEWER PROJECT	A	12	90	5711	11/30/99	166,954.00	82,085.72	4,173.85
CC26	RUTLEDGE LAKE RV PARK SEWER PROJECT	A	12	90	5711	12/31/97	26,928.00	14,529.90	673.20
CC27	CHADBURY PARK SEWER PROJECT	A	12	90	5711	12/31/97	53,856.00	29,059.80	1,346.40
CC28	ASHEVILLE AIRPORT/TYSON SEWER PROJECT	A	12	90	5711	07/31/96	61,037.00	35,096.28	1,525.93
CC29	PAUL YOUNG SEWER PROJECT	A	12	90	5711	10/31/98	48,470.00	25,143.81	1,211.75
CC3	LEGAL & ADMIN FEES	A	10	90	5711	07/01/88	47,949.26	0.00	0.00
CC30	PARK RIDGE IND PARK SEWER PROJECT	A	12	90	5711	12/31/94	39,494.00	24,272.35	987.35
CC3000	ROCKWELL PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC31	FLETCHER COMMERCE PARK SEWER PROJECT	A	12	90	5711	03/31/95	82,579.00	50,235.56	2,064.48
CC32	ASHEVILLE AIRPORT COMM SEWER PROJECT	A	12	90	5711	08/31/92	15,618.00	10,509.61	390.45
CC33	CUNNINGHAM SEWER PROJECT	A	12	90	5711	02/28/94	10,232.00	6,501.58	255.80
CC34	INGLES SUPERMARKET SEWER PROJECT	A	12	90	5711	04/30/00	21,542.00	10,367.09	538.55
CC35	MARLOWE ELEM SCHOOL SEWER PROJECT	A	12	90	5711	06/30/00	156,182.00	74,511.83	3,904.55
CC3500	NAPLES PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC36	TOWN OF FLETCHER SEWER PROJECT	A	12	90	5711	06/30/01	111,302.00	50,317.78	2,782.55
CC37	BUDWEISER/HUBERT WOOD SEWER PROJECT	A	12	90	5711	06/30/01	19,747.00	8,927.29	493.68
CC38	SMOKY SUBDIVISION SEWER PROJECT	A	12	90	5711	06/30/01	59,241.00	26,781.87	1,481.02
CC39	GREENS ON HOOPERS CREEK SW PROJECT	A	12	90	5711	06/30/01	78,988.00	35,709.16	1,974.70
CC4	ENGINEERING	A	13	90	5711	07/01/89	94,208.78	70,656.60	2,355.22
CC40	MILLS RIVER SEWER - PHASE 1	A	12	90	5711	07/01/06	1,609,773.37	523,176.32	40,244.33
CC4000	ITT PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC41	ENGINEERING-MILLS RIVER SEWER PHASE 1	A	13	90	5711	07/01/06	183,150.52	59,523.88	4,578.76
CC42	LEGAL & ADMIN FEES-MILLS RIVER PHASE 1	A	10	90	5711	07/01/06	140,763.91	0.00	0.00
CC43	EASEMENTS-MR SEWER PHASE 1	A	11	90	5711	07/01/06	29,336.23	0.00	0.00
CC44	CONSTRUCTION-MR PROJECT COMM DISTRICT	A	12	90	5711	09/07/06	463,481.86	148,700.47	11,587.05
CC45	ENGINEERING-MR SEWER COMM DISTRICT	A	13	90	5711	09/07/06	33,899.49	10,876.12	847.49
CC4500	MUD CREEK PUMP STATION	A	03	90	5711	10/29/14	0.00	0.00	0.00
CC46	LEGAL & ADMIN FEES-MR PROJECT COMM DIST	A	10	90	5711	09/07/06	10,237.00	0.00	0.00
CC47	CONSTRUCTION-MILLS RIVER SCHOOL	A	12	90	5711	09/07/06	334,329.67	107,264.08	8,358.24
CC48	ENGINEERING-MILLS RIVER SCHOOL	A	13	90	5711	09/07/06	44,737.00	14,353.12	1,118.42
CC49	LEGAL & ADMIN FEES-MILLS RIVER SCHOOL	A	10	90	5711	09/07/06	11,256.50	0.00	0.00
CC5	LAND & RIGHTS	A	01	90	5711	07/01/89	120,519.41	0.00	0.00
CC50	CONSTRUCTION-MUD CREEK PHASE 1	A	12	90	5711	10/31/07	1,474,393.31	433,103.00	36,859.83
CC51	ENGINEERING-MUD CREEK PHASE 1	A	13	90	5711	10/31/07	130,760.00	38,410.75	3,269.00
CC52	LEGAL & ADMIN FEES-MUD CREEK PHASE 1	A	10	90	5711	10/31/07	2,800.00	0.00	0.00

CC53	LIVINGSTON FARMS SUBDIVISION SEWER PROJ	A	12	90	5711	12/31/01	353,654.00	155,460.40	8,841.35
CC54	LIVINGSTON FARMS (RESERVE)	A	12	90	5711	06/30/02	171,072.00	73,062.00	4,276.80
CC55	NCDOT PROJECT	A	12	90	5711	06/30/02	46,464.00	19,844.00	1,161.60
CC56	FLETCHER NURSING HOME SEWER PROJECT	A	12	90	5711	06/30/02	54,912.00	23,452.00	1,372.80
CC57	STAFFORD CROSSING SEWER-PHASE 1	A	12	90	5711	06/30/02	57,024.00	24,354.00	1,425.60
CC58	STAFFORD CROSSING SEWER - PHASE 2	A	12	90	5711	05/31/04	46,464.00	17,617.60	1,161.60
CC59	LIVINGSTON FARMS - PHASE 3	A	12	90	5711	02/29/04	219,648.00	84,656.00	5,491.20
CC6	CAPITALIZED INTEREST	A	03	90	5711	07/01/89	86,182.09	62,481.99	2,154.56
CC60	FLETCHER COMMERCIAL PARK	A	12	90	5711	03/31/05	17,001.60	6,092.24	425.04
CC61	TOWNES AT BAGWELL MILLS	A	12	90	5711	05/31/05	55,862.40	19,784.60	1,396.56
CC62	ST JOHN WOOD SUBDIVISION	A	12	90	5711	06/30/05	68,006.40	23,943.92	1,700.16
CC63	BALDWIN CIRCLE PROJECT	A	12	90	5711	08/31/05	53,433.60	18,590.44	1,335.84
CC64	RUNWAY BUSINESS PARK	A	12	90	5711	11/30/05	51,300.00	17,527.50	1,282.50
CC65	TWIN OAKS MHP	A	12	90	5711	04/30/06	25,650.00	8,496.56	641.25
CC66	RIVERSTONE SUBDIVISION SEWER PROJECT	A	12	90	5711	04/30/07	524,620.80	160,665.12	13,115.52
CC67	MILLS RIVER VILLAGE SEWER PROJECT	A	12	90	5711	05/31/07	265,161.60	80,653.32	6,629.04
CC68	SUMMEY SEWER PROJECT	A	12	90	5711	02/28/07	8,553.60	2,655.18	213.84
CC69	HOLLABROOK FARMS SEWER PROJECT	A	12	90	5711	04/30/07	883,872.00	270,685.80	22,096.80
CC7	ALLOCATED COSTS	A	03	90	5711	07/01/89	46,891.95	35,168.99	1,172.30
CC70	ADDISON CREEK SEWER PROJECT	A	12	90	5711	10/31/06	179,625.60	57,255.66	4,490.64
CC71	STAFFORD HILLS SEWER PROJECT	A	12	90	5711	04/30/07	188,179.20	57,629.88	4,704.48
CC72	BRICKTON INDUSTRIAL PARK - PHASE 1	A	12	90	5711	01/31/07	74,131.20	23,166.00	1,853.28
CC73	BRICKTON INDUSTRIAL PARK - PHASE 2	A	12	90	5711	06/30/07	136,857.60	41,342.40	3,421.44
CC74	THE VILLAGE (BRICKTON)	A	12	90	5711	11/30/07	68,428.80	19,958.40	1,710.72
CC75	TOWNES AT CONNER CREEK	A	12	90	5711	03/31/08	88,387.50	25,043.15	2,209.69
CC76	A & A CONSTRUCTION	A	12	90	5711	03/31/08	14,256.00	4,039.20	356.40
CC77	ASHEVILLE SAVINGS BANK	A	12	90	5711	04/30/08	19,958.40	19,958.40	0.00
CC78	RUTLEDGE RIDGE	A	12	90	5711	05/31/08	11,404.80	3,183.84	285.12
CC79	NAPLES HOTEL	A	12	90	5711	05/31/08	142,560.00	39,798.00	3,564.00
CC8	LAND & RIGHTS	A	01	90	5711	07/01/91	65,688.76	0.00	0.00
CC80	VILLAGE AT WINDSTONE	A	12	90	5711	05/31/08	202,435.20	56,513.16	5,060.88
CC81	THE COVE 1 & 2	A	12	90	5711	05/31/08	173,923.20	48,553.56	4,348.08
CC82	FIRE TRAINING CENTER PROJECT	A	12	90	5711	07/01/94	9,240.00	5,775.00	231.00
CC83	MTN HOME INDUSTRIAL PARK PROJECT	A	12	90	5711	07/01/98	310,118.54	162,812.21	7,752.97
CC84	ENGINEERING-MTN HOME IND PARK	A	13	90	5711	07/01/98	33,249.41	17,455.94	831.23
CC85	LEGAL & ADMIN FEES-MTN HOME IND PARK	A	10	90	5711	07/01/98	12,411.42	0.00	0.00
CC86	MUD CREEK TRANSFERRED COSTS	A	11	90	5711	07/01/02	72,105.83	25,237.06	0.00
CC87	FLETCHER FIRE & RESCUE SEWER LINE	A	12	90	5711	10/01/08	139,709.00	37,546.79	3,492.72
CC88	STAFFORD HILLS - PHASE 4 SEWER LINE	A	12	90	5711	12/01/08	17,107.00	3,038.67	287.24
CC89	MILLS RIVER SEWER EXTENSION - PT GREENE	A	12	90	5711	12/01/08	71,280.00	18,859.50	1,782.00
CC9	LEGAL & ADMIN FEES	A	10	90	5711	07/01/91	6,478.25	0.00	0.00
CC90	RIVERSTONE I-B .5 MILES/2640'	A	12	90	5711	06/01/10	142,560.00	32,373.00	3,564.00
CC91	RIVERSTONE I-D - .27 MILES	A	12	90	5711	01/25/11	77,092.02	16,382.05	1,927.30
CC92	RIVERSTONE 2-B - .54 MILES	A	12	90	5711	01/04/12	153,965.00	28,868.44	3,849.13
CC93	JEFFERIES ROAD - 1.57 MILES	A	12	90	5711	10/06/11	447,638.00	86,729.86	11,190.95

CC94	GLENS OF ABERDEEN - .25 MILES	A	12	90	5711	08/01/11	71,280.00	14,107.50	1,782.00
CC95	NAPLES KNOLLS .059 MILES	A	12	90	5711	06/30/13	17,132.50	2,605.55	428.31
CC96	GOACHER .034 MILES	A	12	90	5711	06/30/13	9,872.50	1,501.43	246.81
CC97	FRENCLIFF - .274 MILES	A	12	90	5711	06/30/13	79,568.50	12,101.03	1,989.21
CC98	REDMOND SEWER EXTENSION	A	12	90	5711	06/30/14	31,944.00	4,059.55	798.60
CC99	MISSION/PARDEE EXTENSION	A	12	90	5711	06/30/14	119,064.00	15,131.05	2,976.60

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

REIMBURSEMENT AGREEMENT

This Interlocal Agreement, pursuant to Article 20 of Chapter 160A, is made by and between the County of Henderson, a body corporate and politic of the State of North Carolina ("the County") and the Metropolitan Sewerage District of Buncombe County, North Carolina, a body corporate and politic of the State of North Carolina ("the District").

Facts Leading to Agreement:

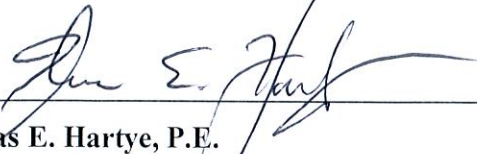
- A. The District will lease a portion of the County's King Street Office Building from the County, in order that the District will have a physical presence within the County permitting offices. This presence is desired due to the merger of the Cane Creek Water and Sewer District with the District. The office will require staffing by a person working on behalf of the District.
- B. It is the intent of the parties that this presence by the District will:
 - (1) Facilitate a single location for the residents within the Henderson County portion of the District to obtain all land development information and permits.
 - (2) Provide a better opportunity for District and County staff to communicate regarding permitting and inspection issues associated with planned and active projects.
 - (3) Provide citizens and staff an opportunity to resolve issues that may arise in the development process in a central location accessible to both District and County residents.

Statement of Agreement:

The parties agree as follows:

- (1) The County will provide a staff person (currently Joanna Manley) in the County's office building at 100 North King Street for 15 hours each week. It is the intention that this office will be staffed Monday through Friday mornings, regular business hours.
- (2) The District will reimburse the County for 15 hours each week. The reimbursement shall include the employee's regular base salary plus all regular benefits provided to County employees.
- (3) The County shall provide documentation of salary and benefits to the District to facilitate the reimbursement.
- (4) This agreement shall begin on July 1, 2020 and may be terminated by either party for any reason, with 60 days written notice.

MSD OF BUNCOMBE COUNTY, N.C.

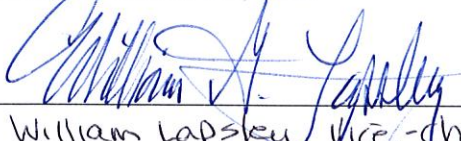
By 
Thomas E. Hartye, P.E.
GENERAL MANAGER

Date 6/10/20


W. Scott Powell, MSD Director of Finance

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

HENDERSON COUNTY, N.C.

By 
William Lapsley, vice-chairman
Title Chairman Grady Hawkins
Date 6.17.2020

STATE OF NORTH CAROLINA

COUNTIES OF BUNCOMBE AND HENDERSON

ADDENDUM TO CONSOLIDATION AGREEMENT

This ADDENDUM is made this the 17th day of June, 2020, by and between the **Metropolitan Sewerage District of Buncombe County**, a North Carolina public body and body politic and corporate created and established under the provisions of the North Carolina Metropolitan Sewerage Districts Act, Chapter 153, Article 25, Sections 153-295 to 153-324, inclusive (succeeded by Chapter 162A-64-81, inclusive) of the North Carolina General Statutes, with its principal office and place of business at 2028 Riverside Drive, Woodfin, N.C. 28814 (hereinafter "MSD") and the **Cane Creek Water and Sewer District of Henderson County**, a body corporate and politic with its principal office and place of business at 100 North King Street, Hendersonville, N.C. 28792 (hereinafter "CCWSD").

Background to Addendum

A. MSD and CCWSD have previously entered into a Consolidation Agreement pursuant to the terms of Chapter 162A of the North Carolina General Statutes, and particularly pursuant to the provisions of N.C. Gen. Stat. §162A-68.5.

B. MSD and CCWSD wish to expressly affirm the provisions of N.C. Gen. Stat. §162A-68.5(g).

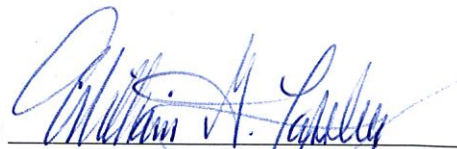
AGREEMENT and ADDENDUM TO CONSOLIDATION AGREEMENT

MSD and CCWSD expressly agree, pursuant to N.C. Gen. Stat. §162A-68.5(g), that upon the effective date of the Consolidation Agreement, the MSD board shall be expanded by two members, who shall be qualified registered voters residing in the former CCWSD district as shown by the attachment to the Consolidation Agreement, such members to be appointed by the Henderson County Board of Commissioners. The terms of office shall be as stated in §162A-68.5(g).

METROPOLITAN SEWERAGE DISTRICT
OF BUNCOMBE COUNTY

COUNTY OF HENDERSON


By: _____
M. Jerry VeHaun, MSD Board Chair

By:  _____
Grady Hawkins, Commission Chair
William Hapstey, Vice-Chairman

Attest:

Jackie W. Bryson, Secretary/Treasurer

Attest:

 _____
Teresa Wilson, Clerk to the Board

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115980-598040</u>	<u>TRANSFER TO CAPITAL PROJECTS FUND</u>	<u>\$103,735</u>
<u>405400-551000-5619</u>	<u>CAPITAL OUTLAY - EQUIPMENT</u>	<u>\$103,735</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>115419-551000</u>	<u>CAPITAL OUTLAY - EQUIPMENT</u>	<u>\$103,735</u>
<u>404400-403500-5619</u>	<u>TRANSFER FROM GENERAL FUND</u>	<u>\$103,735</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Justification: Please provide a brief justification for this line-item transfer request.

TO TRANSFER FUNDS FROM CAPITAL OUTLAY - EQUIPMENT TO THE CAPITAL PROJECTS FUND FOR CNG GENERATOR. APPROVED BY THE BOC 6.17.2020.

_____	6/17/2020
Authorized by Department Head	Date
_____	_____
Authorized by Budget Office	Date
_____	_____
Authorized by County Manager	Date

For Budget Use Only	
Batch #	_____
BA #	_____
Batch Date	_____

**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**



Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>285411-526201</u>	<u>NON-CAPITAL TECHNOLOGY</u>	<u>\$150,000</u>

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>284411-401000</u>	<u>FUND BALANCE APPROPRIATED</u>	<u>\$150,000</u>

Justification: Please provide a brief justification for this line-item transfer request.
 To appropriate fund balance from E911 funds to cover eligible costs related to purchase of public safety software suite. BOC approved 6.17.2020.

	6.17.2020
Authorized by Department Head	Date
Authorized by Budget Office	Date
Authorized by County Manager	Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____



**LINE-ITEM TRANSFER REQUEST
HENDERSON COUNTY**

Department: FINANCE

Please make the following line-item transfers:

What expense line-item is to be increased?

Account	Line-Item Description	Amount
<u>115980-598040</u>	<u>Transfer to Capital Projects Fund</u>	<u>\$538,852</u>
<u>405400-538100-1909</u>	<u>Professional Services</u>	<u>\$13,635</u>
<u>405400-555002-1909</u>	<u>General Construction</u>	<u>\$525,217</u>
_____	_____	_____
_____	_____	_____

What expense line-item is to be decreased? Or what additional revenue is now expected?

Account	Line-Item Description	Amount
<u>115419-535103</u>	<u>Planned Projects</u>	<u>\$538,852</u>
<u>404400-403500-1909</u>	<u>Transfer from General Fund</u>	<u>\$538,852</u>
_____	_____	_____
_____	_____	_____

Justification: Please provide a brief justification for this line-item transfer request.

TO TRANSFER FUNDS FROM PLANNED PROJECTS TO THE CAPITAL PROJECTS FUND FOR THE DSS FUTURE SPACE PROJECT (\$538,852). APPROVED BY THE BOC 6.17.2020.

FINANCE

6.17.2020

Authorized by Department Head

Date

Authorized by Budget Office

Date

Authorized by County Manager

Date

For Budget Use Only

Batch # _____

BA # _____

Batch Date _____

STATE OF NORTH CAROLINA

COUNTY OF HENDERSON

**MEMORANDUM OF UNDERSTANDING FOR
FIRE & BUILDING INSPECTION SERVICES**

Pursuant to the requirements of NCGS 160A-411 the Town of Mills River ("The Municipality") and Henderson County ("The County") enter into the following Memorandum of Understanding, pursuant to the Inter-local Agreement provisions of N.C. Gen. Stat. §160A-460 *et seq.*

The County, through its Fire Marshal and Building Inspection Divisions will assist The Municipality's business owners and residents seeking new construction, fire prevention and safety inspection and re-inspection services as defined by the North Carolina Building Code and stated herein. For the purposes of this agreement the term fire and building inspection services will also include inspections required for business or home care licensing.

Term

This Memorandum of Understanding shall be in effect from midnight, 1 July 2020 until terminated by either party following a one-year notice.

Henderson County agrees to the following:

- The County will provide fire and building inspections/re-inspections, construction and operational permits, and maximum occupancy certificates for businesses within the municipal boundaries of The Municipality. The County may receive compensation for these services pursuant to the fee schedule approved by the Henderson County Board of Commissioners.
- When notified by the Fire Chief, provide fire investigation assistance with regard to the cause and origin for structure fires, vehicle fires, and illegal open burning within the municipal boundaries of The Municipality. Criminal investigations will be turned over to the law enforcement agency of jurisdiction.
- Upon request, provide reports of inspections and investigations conducted pursuant to this agreement.
- Provide transportation, uniform and supply expenses for County personnel acting under this Memorandum.
- Provide billing and collection services for the fees associated with this agreement.

The Municipality agrees to the following:

- Notify the County's Fire Marshal or Building Inspections Division, when services are requested pursuant to this agreement with the following information:
 - Business, contractor or resident name, if the name is of other than a natural person, the name must be exactly as on file with the North Carolina's Office of the Secretary of State
 - correct mailing and street address
 - type of service needed, and
 - date requested.

- Provide a letter to the North Carolina Commissioner of Insurance designating Henderson County as the contract service provider for building and fire prevention inspections and approve a periodic inspection schedule for annual inspections of all business pursuant to Section 106 of the North Carolina Fire Prevention Code.

- Make no claim to the County for any part of fees collected for the purpose of providing these services unless prior arrangements are made in a separate written agreement with the County.

Renewal:

This Understanding will be automatically renewed from year to year as agreed by the parties. Should either party desire any modification of any terms hereof, such party shall give the other party at least ninety days written notice.

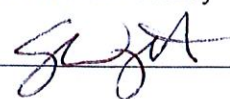
Executed the date shown below.

Town of Mills River

By: 

Date: 06/26/2020

Henderson County

By: 

Date: 06/26/2020