

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

**MEMORANDUM OF UNDERSTANDING SUPPORTING A REGIONAL
MANAGEMENT GROUP FOR WATER SUPPLY PLANNING IN THE
YADKIN-PEE DEE RIVER BASIN**

WHEREAS, the Yadkin-Pee Dee River Basin is defined as the geographic area that drains the watersheds that empty into the Yadkin-Pee Dee River; and

WHEREAS, the Yadkin-Pee Dee River Basin is a regional asset and it is understood that the use of its water supply will benefit from a comprehensive and collaborative regional approach; and

WHEREAS, effective management of the Yadkin-Pee Dee River Basin will result in increased health and welfare of citizens in the region; and

WHEREAS, the local water supply authorities desire to organize themselves and develop long-term goals that will help to optimize this important water supply resource now and in the future; and

WHEREAS, a management group of local water supply jurisdictions and their constituent water supply authorities and reservoir operators in the Yadkin-Pee Dee River Basin will facilitate broad support for the water needs of individual municipalities, and water users; and

WHEREAS, citizens of the Yadkin-Pee Dee region will benefit from the enhanced stability and sustainability of the waters within the Yadkin-Pee Dee River Basin that will result from coordinated management efforts; and

WHEREAS, local water supply authorities and reservoir operators will benefit from a united approach to drought response with each other;

THEREFORE BE IT RESOLVED, that the organizations that sign this Memorandum of Understanding (i.e., the Members) pledge to work together as part of a Yadkin-Pee Dee Water Management Group by participating in the Yadkin-Pee Dee Water Management Group (referred to as Group) for regional water supply planning related to the Yadkin-Pee Dee River Basin with the goal of collaboratively defining the basin's role in a long-term sustainable and secure regional water supply for the Yadkin-Pee Dee region, and by operating under the principles of regional collaboration, sustainable water supply, environmental stewardship, mutual and collective benefit, shared responsibility, equal representation, and financial stability hereby agree as follows:

- 1) Membership: Governmental entities, public water utilities or reservoir operators providing service within or using the water resources of the Yadkin-Pee Dee River Basin may join the Group. The activities and management of the Group will be guided by the Group's Members as follows:
 - a. The Group's business shall be conducted by a representative(s) appointed by each Member. Members may choose to appoint two representatives, with one designated as the Primary Representative and the other as an Alternate Representative, with said Alternate Representative only voting when the Primary

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Representative is not present. The Member Representatives shall meet periodically to discuss General Activities and to provide overall guidance for activities under this Memorandum of Understanding.

- b. The Members shall elect, annually, a Member Representative to serve as Chairperson, by simple majority vote of the Member Representatives present and voting. The Chairperson shall convene and preside over Group meetings, but shall have no additional power or authority over the Group. The Members shall also elect, annually, a Member Representative to serve as Vice-Chairperson, by simple majority vote of the Member Representatives present and voting. The Vice-Chairperson shall convene and preside over Group meetings in the absence of the Chairperson, but shall have no additional power or authority over the Group. There will be no term limits established for any elected positions.
 - c. The Group shall meet as often as necessary, but no less than once annually. Each Member of the Group shall have one vote on all matters coming before the Group for consideration. Unless otherwise specified in this Memorandum of Understanding, the vote of a simple majority of those Members present and voting shall be required for the disposition of all matters before the Yadkin-Pee Dee Water Management Group. Annual meetings shall be in person and shall be noticed to all Member Representatives no less than 30 days in advance of the meeting. Any matter may be voted on at an annual meeting. No called meeting may be held with less than 72 hours prior notice to the Members. Called meetings may be attended in person or by teleconference, provided a location has been established where the public can hear the participants in the teleconference in accordance with G.S. 143-318.13. No matter may be considered at a called meeting that was not included in the notice provided to the Members in advance of the meeting. A valid meeting, whether annual or called, requires a quorum of one-third of the entire Membership to conduct business. Notices of meetings may be sent by US mail, email, where requested, and shall be posted on a website established by the Group. The meetings and records of the Group are subject to the Open Meetings Law and the Public Records Law.
 - d. The Group will guide the Administrative Agency regarding financial management and direction of the General Activities under this Memorandum of Understanding.
- 2) Administrative Agency.
- Group Members recognize the City of Winston-Salem's willingness to provide administrative duties for the Yadkin-Pee Dee Water Management Group and as such, the City of Winston-Salem will act as the fiscal and contracting agent ("Administrative Agency") for the Group's General Activities, and, to the extent permitted by law, will enter into necessary contracts in support of the Group. Winston-Salem's authority to act as the Administrative Agency for the Group's General Activities is delegated with the agreement of the Group, not as an instrument of joint agency.

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3) Dues for General Activities.

Each Member will support the costs of each year of the Group's General Activities by payment of Membership dues to the City of Winston-Salem at the initial level of \$5,000 per year. The Group may agree to increase or alter the amount of annual dues by a resolution approved by a simple majority vote without the need to revise this Memorandum of Understanding. All dues payments to the City of Winston-Salem are non-refundable and will be held by the City of Winston-Salem in a restricted account for the Group's purpose. The funds in this restricted account are to be used solely at the request of the Group, for the Group's activities. The City of Winston-Salem will provide balance and disbursement summaries for the Group's account at least annually or at more frequent intervals to be determined by the Group.

- a. The dues for General Activities will be used to support overall project management of the Group, including maintaining the official roster of Member representatives, preparing meeting agendas, sending notices for meetings, meeting facilitation and documentation, internal and external communications and website set-up and management.

4) Invoicing for General Activities.

The City of Winston-Salem will invoice each Member for its membership dues in July of each year, and each Member will pay the invoice in full within 30 days of receipt. Any Member which fails to pay its Membership dues in full within 120 days of receipt of the invoice shall be deemed to have withdrawn from the Memorandum of Understanding, unless it appeals to the Group and the Group votes unanimously to provide the Member more time to pay its dues.

5) Additional Projects.

The Members may seek additional opportunities to cooperate on mutually beneficial planning and capital projects related to water supply resources from the Yadkin-Pee Dee River Basin (i.e., Additional Projects). Cost-sharing for each Additional Project shall be agreed upon by a unanimous vote of all Members who choose to participate in the Additional Project(s). Participation in an Additional Project is at the discretion of each Member. The activities below summarize currently identified Additional Projects that may be undertaken:

- a. Hydrologic and/or Hydraulic Modeling of the Yadkin-Pee Dee River Basin;
- b. Regional Water Supply Master Plan;
- c. Study of Additional Water Supply Resource Opportunities within the Yadkin-Pee Dee River Basin; and
- d. Coordinated Drought Response Plan.

Each Additional Project shall specify a Project Lead Agency and the specific duties it will be responsible for. Each Member wishing to participate (via sharing in the cost and/or providing in-kind services) in an Additional Project shall have a duly authorized representative execute the Additional Project Authorization document specifying the Project Lead Agency, Project Scope, Project Schedule, Project Cost,

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participating Members of the Group, and Members' Cost Share obligations, along with other information needed to define the Project.

- 6) **Duration, Amendment and Termination.**
The term of this Memorandum of Understanding shall begin upon the signature of the second Member and shall end on June 30, 2021. This Memorandum of Understanding may be terminated, or the term can be extended, upon unanimous written agreement of the Members. Except as otherwise provided herein, this Memorandum of Understanding may be amended only with unanimous written approval of the Members.
- 7) **Non-Binding Agreement**
It is understood that no party is obligated to participate in this Memorandum of Understanding or in future separate agreements beyond this initial Memorandum of Understanding.
- 8) **Withdrawal from this Memorandum of Understanding.**
In addition to automatic withdrawal for non-payment of annual dues, Members may withdraw from this Memorandum of Understanding with 30 days written notice to all Members.
- 9) **Addition of Members.**
After the initial joining period which ends on September 30, 2016, additional governmental entities, public water utilities or reservoir operators providing service within or using the water resources of the Yadkin-Pee Dee River Basin may join the Group with a $\frac{3}{4}$ majority approval of all the existing Members. The City of Winston-Salem will notify the other Members within 30 days of receipt of such written request to join the Group and will notify the requesting party within 30 days following the Group's decision.
- 10) **Miscellaneous Provisions.**
 - a. The singular of terms used in this Memorandum of Understanding shall include the plural, and the masculine shall include the feminine, and vice versa.
 - b. A signed copy of this Memorandum of Understanding shall be considered as an original.
 - c. Unless otherwise stated herein, service of all notices under this Memorandum of Understanding shall be sufficient, if given personally, by registered or certified mail, return receipt requested, and mailed to the Members' Primary Representatives at the addresses per the Group's roster, which shall be maintained by the Administrative Agency. Any such notice mailed to such addresses shall be effective upon the date received as shown by the return receipt or otherwise.

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- d. This Memorandum of Understanding shall be interpreted under the laws of North Carolina. If any part of this Memorandum is held invalid, the remaining provisions shall remain in effect.

- e. In the event of a withdrawal of several members from the Group, the Group may continue to function with a minimum of six members. In the event the membership falls below six members, the Group may take appropriate steps to dissolve the Group.

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature MJF

Printed or Typed Name Michael J. Ferris

Organization City of Albemarle

Title City Manager

Date October 7, 2016

Attest

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature Mark J. Gross

Printed or Typed Name Mark J. Gross

Organization Alcoa Power Generating Inc.

Title VP Operations

Date 8-17-16

Attest

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature _____



Printed or Typed Name Michael Wilson

Organization Water & Sewer Authority of Cabarrus County


Title Acting Executive Director

Date January 25, 2017

Attest



**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature 

Printed or Typed Name Barry M. Gullet

Organization Charlotte Water

Title Director

Date 8-12-2016

Attest

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature W. Brian Hiatt

Printed or Typed Name W. Brian Hiatt

Organization City of Concord

Title City Manager

Date 9/22/16

Attest Kim J. Deason
Kim J. Deason, City Clerk



**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature 

Printed or Typed Name Zeb M. Hanner

Organization Davidson County

Title County Manager

Date 9/29/2016

Attest Deborah Harris 9-29-16
Clerk to the Board

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature Ron Sims

Printed or Typed Name Ron Sims

Organization Davidson Water, Inc.

Title CEO/General Manager

Date 8-25-16

Attest

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature 

Printed or Typed Name Terry N Renger

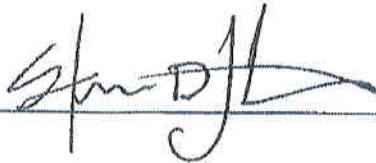
Organization County of Davie

Title Chairman

Date 1/3/2017

Attest Stacy C. Meyer
Clerk to the Board
of Davie County Commissioners

Memorandum of Understanding
Yadkin-Pee Dee Water Management Group

Authorized Signature 

Printed or Typed Name Steven D. Jester

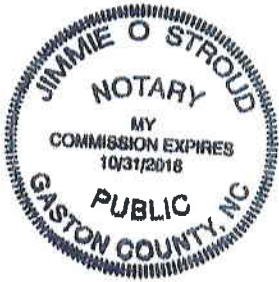
Organization Duke Energy

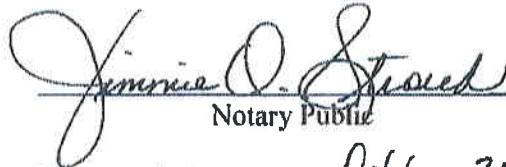
Title Vice President, Water Strategy, Hydro Licensing & Lake Services

Date 8/12/16

Attest

Sworn to and subscribed before me this 12th day of August, 2016.




Notary Public

My commission expires: October 31, 2018

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature Michael B. Legg

Printed or Typed Name Michael B. Legg

Organization City of Kannapolis

Title City Manager

Date September 26, 2016

Attest [Signature]



**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature EL FAISON

Printed or Typed Name EL FAISON

Organization City of Monroe

Title CITY MANAGER

Date 9-21-16

Attest BRIDGEFFEE DE. ROBINSON



**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature Matthew M. Woodard

Printed or Typed Name Matthew Woodard

Organization Montgomery County

Title County Manager

Date Feb. 11, 2019

Attest Chris Hildreth
CHRIS HILDRETH
DIR. OF DEV. & INF.

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature John F Mullis

Printed or Typed Name John F Mullis

Organization TOWN OF NORWOOD

Title TOWN ADMINISTRATOR

Date 9-13-17

Attest Kelly Caudle

Memorandum of Understanding
Yadkin-Pee Dee Water Management Group

Authorized Signature Aaron Churd

Printed or Typed Name AARON CHURD

Organization ROVAN County

Title County Manager

Date 2-20-17

Attest

**THIS INSTRUMENT HAS BEEN PREAUDITED IN THE
MANNER REQUIRED BY THE LOCAL GOVERNMENT
BUDGET AND FISCAL CONTROL ACT.**

Robin E. Hainline
FINANCE DIRECTOR

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

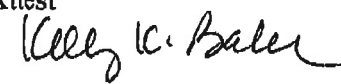
Authorized Signature  _____

Printed or Typed Name W. Lane Bailey _____

Organization City of Salisbury _____

Title City Manager _____

Date 9-29-16 _____

Attest


**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature *Larry Pressley*

Printed or Typed Name Larry Pressley

Organization City of Statesville

Title City Manager


Date 9/29/16

Attest

Brenda Souyet
City Clerk



Memorandum of Understanding
Yadkin-Pee Dee Water Management Group

Authorized Signature 

Printed or Typed Name Cynthia A. Coto

Organization Union County

Title County Manager

Date 9-28-16

Attest
Lyn D. West

This Instrument Has Been Preaudited in The
Manner Required By The Local Government
Budget And Fiscal Control Act

 9/28/16
Deputy Finance Officer

APPROVED AS TO LEGAL FORM 

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature *Samuel K. Call*

Printed or Typed Name Samuel K. Call


Organization Town of Wilkesboro

Title Utility Director

Date 9/30/16

Attest *Mia Brown*

**Memorandum of Understanding
Yadkin-Pee Dee Water Management Group**

Authorized Signature 


Printed or Typed Name Lee Garrity

Organization City of Winston Salem for Winston-Salem/Forsyth County Utility Commission

Title City Manager

Date September 26, 2016

Attest


Melanie Johnson
City Secretary

