

AGENDA
Stoneville Town Council Meeting & Public Hearings
August 2, 2016
7:00 PM

Call to Order-Mayor Craddock
Pledge of Allegiance
Invocation
Approval of Minutes from Last Meeting
Approval of Agenda

Public Hearings:

1. Church Street Mobile Home Park Annexation Request
2. USDA Rural Development Grant Application for Police Vehicle

New Business:

1. Recognition of Councilman Thornton on Receiving the Governor's Medallion Award for Volunteer Service – Mayor Craddock
2. Introduction of Part-Time Fire Personnel – Chief Tim Brown
3. Stoneville Elementary PTA Request to Use Park for 2017 Fundraiser – Ginger Tilley
4. Fall Festival Sponsorship Request – Rex Tuggle
5. USDA Loan Resolution – Ken Gamble
6. 2015-2016 Parks and Recreation Annual Report – Jackie Blackard
7. 2017 4th of July Park Event – Jackie Blackard
8. Medication Drop Box – Chief Frank Moore
9. Backflow Prevention Program – Mark Malloy
10. NCCF Grant Application for Downtown Improvements – Ken Gamble
11. Cell Tower Lease Extension Proposal – Ken Gamble
12. Waste Management Early Contract Renewal Request – Ken Gamble
13. Request to Adjust Water-Sewer Bill – Ricky Craddock

Public Comments:

Old Business:

1. Church Street Mobile Home Park Annexation Ordinance – Ken Gamble

Town Manager Report:

1. Asset Inventory & Assessment Grant for Sewer System Approved
2. Bryan Street Bridge Maintenance
3. Town Hall Energy Efficiency Project
4. Cruise In – Friday August 19th 5p-8p
5. Senior Appreciation Breakfast – Saturday September 10th – 7a-11a
6. Fall Festival – Saturday September 24th 9a – 6p

Executive Session Into:

Executive Session Out Of:

Adjourn/Recess:

**Stoneville Town Council
Regular Meeting
Minutes June 6, 2016
7:00 PM**

Present: Present were Mayor Ricky Craddock, Mayor Pro-Tem Chuck Hundley, Councilwoman Lori Armstrong, Councilmen Bill Farris, Henry Thornton, and Jerry Smith.

Also, present were Town Manager Kenneth Gamble, Town Clerk Sherri Darnell, Police Chief Frank Moore, Police Administrative Assistant Perry Webster, Public Works Director Mark Malloy and Town Attorney Travis Martin. Finance Officer/HR Officer Joanna Dalton was absent.

Welcome: Mayor Ricky Craddock welcomed the assembly. After the Pledge of Allegiance and Invocation, Mayor Craddock called the meeting to order.

Minutes: Mayor Ricky Craddock asked if there were any corrections to the minutes from the last meetings. With no corrections, Mayor Craddock asked for a motion to approve the minutes. Councilman Farris made the motion to approve the minutes. Councilman Thornton seconded the motion. Motion carried.

Agenda: Mayor Ricky Craddock asked if there were any adjustments to the originally submitted Agenda. With no adjustments, Mayor Craddock asked for a motion to approve the Agenda. Councilwoman Armstrong made the motion to approve the Agenda. Councilman Smith seconded the motion. Motion carried.

New Business:

Public Hearing Annex Church St. MHP: Mayor Craddock asked for a motion to open the Public Hearing. Councilman Smith made the motion. Mayor Pro-tem Hundley seconded. Motion carried. Mr. Jared White spoke to Council regarding his request to have the mobile home park, known as Church Street MHP LLC, annexed into the town limits. After much discussion, Mr. White stated he would resubmit the application with the undeveloped parcel added. Copy incorporated into the minutes.

During the Public Comments portion, Mr. Johnny Farmer of 104 Pine Cone Drive raised some questions regarding costs that may be associated with this annexation.

Mayor Craddock then asked for a motion to close the Public Hearing. Mayor Pro-tem Hundley made the motion. Councilman Smith seconded. Motion carried.

Mayor Craddock asked for a motion regarding the Annexation of the mobile home park. Councilman Smith made a motion to table this until receipt of the request adding the additional parcel. Mayor Pro-tem Hundley seconded the Motion. Motion carried. Tabled until the August 2, 2016 meeting.

World Elder Abuse Proclamation: Town Manager Gamble read the Proclamation for World Elder Abuse Day. Mayor Craddock then asked for a motion to accept this proclamation. Councilwoman Armstrong made the motion to accept the proclamation. Councilman Thornton seconded the motion. Motion carried. Copy incorporated Into the minutes.

Police Dept. Amendment: Town Manager Gamble presented the budget amendment for the Police Department. Councilman Farris made the motion to approve the amendment. Councilman Thornton seconded. Motion carried. Copy incorporated into the minutes.

Fire Dept. Budget Amendment #1: Town Manager Gamble presented the budget amendment #1 for the Fire Department. Councilman Thornton made the motion to approve the amendment. Councilwoman Armstrong seconded. Motion carried. Copy incorporated into the minutes.

Fire Dept. Budget Amendment #2: Town Manager Gamble presented the budget amendment #2 for the Fire Department. Mayor Pro-tem Hundley made the motion to approve the amendment. Councilman Smith seconded. Motion carried. Copy incorporated into the minutes.

American Tower Lease Extension Request: Town Manager Gamble explained to Council that American Tower leases land on Highway 770 beside the water tower for their cell tower. American Tower has requested to extend this lease. Mr. Gamble requested permission to be able to negotiate with the lessee for a possible 4% per year and revenue shares. Councilman Smith made the motion to allow Mr. Gamble to negotiate the lease extension. Councilwoman Armstrong seconded the motion. Motion carried. Copy incorporated into the minutes.

Public Comments:

Mr. Johnny Farmer of 104 Pine Cone expressed his concerns regarding what the Council may consider passing for this upcoming budget. He stated his concern that a lot of residents are not informed of what is going on in their town.

Town Manager Report:

Town Manager Gamble stated that the Matthews Street Project is approximately 75% complete and is looking like it will come in under budget. The I-73 update is postponed until Ms. Dalton returns. NCDENR inspection is tomorrow, June 7th, we are not expecting any problems. Police Administrative Assistant Webster has obtained a grant to install security cameras in the building. The next Cruise-in is Friday, June 17th. The next meeting will be Monday, June 20th at 6 PM, this meeting will be the Public Hearing on the 2016-2017 proposed budget and Council voting on the budget ordinance.

Executive Session: Mayor Craddock then asked for a motion to enter into executive session. Councilman Smith made the motion. Councilwoman Armstrong seconded. Motion carried.

Regular Session: Mayor Craddock asked for a motion to return to regular session. Councilwoman Armstrong made the motion. Councilman Thornton seconded. Motion carried.

Mayor Craddock stated that during executive session an economic development matter and personnel matter was discussed with no action taken.

Town Manager Gamble stated that 4 staff members were not at the minimum pay rate for their position. Mr. Gamble asked Council to consider raising these 4 staff members to the minimum pay rate. Councilman Smith made the motion to raise these rates. Councilman Farris seconded. Motion carried.

Adjourn: Mayor Craddock asked for a motion of adjournment. Councilwoman Armstrong made the motion. Councilman Farris seconded. Motion carried.

Mayor Ricky Craddock

Town Clerk Sherri Darnell

**Stoneville Town Council
Budget Public Hearing &
Meeting Minutes**

**June 20, 2016
6:00 PM**

Present: Present were Mayor Ricky Craddock, Mayor Pro-Tem Chuck Hundley, Councilwoman Lori Armstrong, Councilmen Bill Farris, Henry Thornton, and Jerry Smith.

Also, present were Town Manager Kenneth Gamble, Finance Officer/HR Officer Joanna Dalton, Town Clerk Sherri Darnell, Police Chief Frank Moore, Police Administrative Assistant Perry Webster, Police Captain Brandon Rivera, Public Works Director Mark Malloy and Fire Department Assistant Chief Trey Belton. Town Attorney Travis Martin was absent.

Welcome: Mayor Ricky Craddock welcomed the assembly. After the Pledge of Allegiance and Invocation, Mayor Craddock called the meeting to order.

Agenda: Mayor Ricky Craddock asked if there were any adjustments to the originally submitted Agenda. With no adjustments, Mayor Craddock asked for a motion to approve the Agenda. Councilwoman Armstrong made the motion to approve the Agenda. Mayor Pro-tem Hundley seconded the motion. Motion carried.

New Business:

Water Bill Adjustment: Mr. James Scales of 113 E. Matthews Street approached Council requesting assistance on his high water bill due to a leak at his home. After some discussion, Councilman Farris made the motion to reduce the bill to \$189.14. Councilwoman Armstrong seconded the motion. Motion carried. Copy incorporated into the minutes.

Public Hearing 2016-2017 Budget: Mayor Craddock asked for a motion to open the public hearing for the 2016-2017 budget. Councilman Smith made the motion. Councilwoman Armstrong seconded. Motion carried.

Public Comments: Mr. Johnny Farmer of 104 Pine Cone Drive expressed his concern that the majority of the Town's residents were not aware of the proposed 2 cents ad valorem tax increase as well as the 5 dollar vehicle tax.

With no other public comments, Mayor Craddock asked for a motion to close the public hearing and return to regular session. Councilman Farris made the motion. Mayor Pro-tem Hundley seconded the motion. Motion carried.

2016/2017 Budget Ordinance: Town Manager Gamble again covered the proposed budget for 2016/2017 pointing out the major points of interest and the reasons behind the increases. After some comments from councilmembers, Mayor Craddock asked for a motion to adopt this budget and accompanying ordinance. Councilman Smith made the motion. Councilman Farris seconded. Motion carried. Copy incorporated into the minutes.

Municipal Vehicle Tax Resolution: Town Manager Gamble stated that this tax is included in the budget however, the County and State require that a resolution be passed. Mayor Craddock asked for a motion to pass this resolution. Mayor Pro-tem Hundley made the motion. Councilwoman Armstrong seconded. Motion carried. Copy incorporated into the minutes.

Schedule of 2016/2017 Fees: Town Manager Gamble covered the changes of the Schedule of fees for the 2016/2017 year. With these changes, Mayor Craddock to approve the Schedule of Fees. Councilman Farris made the motion. Councilman Smith seconded. Motion carried. Copy incorporated into the minutes.

2016/2021 CIP: Town Manager Gamble explained that the Capital Improvement Plan (CIP) is a planning document for the future. This CIP is intended to be a model for what, when and where improvements need to be made; therefore, it can change from time to time. After some discussion, Mayor Craddock asked for a motion to accept this planning document. Councilwoman Armstrong made the motion. Councilman Thornton seconded. Motion carried. Copy incorporated into the minutes.

Capital Project Update: Finance Officer Dalton gave the annual reports on the USDA and the Matthews Street Projects. Copy incorporated into the minutes.

Public Comments: Ms. Kimberly Kaye, Legal Nurse Consultant approached Council requesting use of the Stoneville Memorial Park on July 16, 2016 from 10 AM -6PM at no charge in order to host a fundraising event for Hospice of Rockingham County. Ms. Kaye stated that the funds raised will help uninsured Hospice patients. After some discussion, Councilman Smith made the motion to allow the event at no charge. Mayor Pro-tem Hundley seconded the motion. Motion carried.

Mr. Johnny Farmer of 104 Pine Cone Drive expressed his concerns regarding participation in the Town's Parks & Recreation programs.

Town Manager Report:

Town Manager Gamble stated that there will be no July meeting. The Matthews Street Project is nearly complete and will come in under budget and the \$9,000.00 will be returned the Fund Balance. The next Cruise-In will be Friday July 18th from 5 -8 PM. The fountain at Friendship Park is not working, however, we have the repairs scheduled and should be back operational in a few days. We have contacted Duke Energy regarding the outside lighting in the parking areas and they will be coming out to install lights June 21st.

Executive Session: Mayor Craddock asked for a motion to enter into executive session. Councilman Farris made the motion. Councilwoman Armstrong seconded. Motion carried.

Regular Session: Mayor Craddock asked for a motion to return to regular session. Mayor Pro-tem Hundley made the motion. Councilman Thornton seconded. Motion carried.

Mayor Craddock stated that during executive session the Council conferred with attorney and staff in regards to a legal matter. No action was taken.

Adjourn: Mayor Craddock asked for a motion of adjournment. Councilman Farris made the motion. Councilman Thornton seconded. Motion carried.

Mayor Ricky Craddock

Town Clerk Sherri Darnell

STONEVILLE
ANNEXATION REQUEST FORM

PETITION REQUESTING ANNEXATION

NORTH CAROLINA
ROCKINGHAM COUNTY

DATE: 6/8/16

Extension of the Corporate Limits)
of the Town of Stoneville as provided)
in Part I, Article 4A, Chapter 160)
of the General Statutes)

TO THE TOWN COUNCIL OF THE TOWN OF STONEVILLE:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below to be annexed into the Town of Stoneville.
2. The area to be annexed is contiguous/~~non-contiguous~~ to the Town of Stoneville and the boundaries of such territory are as follows:
 - a) Rockingham County PIN 7938-0035-6934 or physical address 114 Top Run Drive
7938-0035-5233
 - b) Attach metes and bounds description.
3. A map is attached hereto showing the area proposed for annexation in relation to the primary corporate limits of the Town of Stoneville.

Name: 1. Church Street MHP, LLC

2. SARAH WHITE, Member

3. [Signature]

Name of Company/Corporation

Mailing Address:
PO Box 1084
Pineville, NC 28134
(336) 505-8293
churchstreetMHP@gmail.com

Address

City, State, Zip Code

SARAH WHITE
President/Registered Agent

Signature [Signature]
6/8/16

Attest: [Signature]
Secretary



2. A+B

DN 1001 PG 270-272 (3) BOOK 040040

Exhibit "A"

* Tract 1: 11.390 acres

BEING all of Lots 5, 6 and 12 of the Property Of William E. Smith development as shown on Map Book 13 Page 92 Rockingham County Public Registry.

Address 114 Top Run Drive, Stoneville NC 27048

Tax parcel 125811 PIN 7938-0035-6934

Deed reference Book 770 Page 1497

* Tract 2: 7.608 acres

BEGINNING at a ¼ inch existing iron pin in a westerly boundary of the property of Tonya Corum Foushee (now or formerly in Book 1357 Page 2131, tax parcel 125847) said pin also being located by following a line N 63-29-41 W 94.64 feet from the approximate centerline intersection of Stone Mountain Road and Ponderosa Road; thence with the northerly boundary of the aforesaid Foushee property and with the northerly boundary of the property of Matthew Wayne Hill (now or formerly in Book 14E Page 86, tax parcel 166873) N 80-00-00 W 1481.71 feet, passing through a 1 inch iron pin at 196.23 feet on line (said iron pin being the common northerly corners of the aforesaid Foushee and Hill properties), to a ¼ inch existing iron pin; thence with the easterly boundary of the property of Cynthia C. Blackburn, Trustee (now or formerly in Book 1180 Page 1390, tax parcel 12577421) N 31-53-19 E 472.09 feet to a 1 inch existing iron pin; thence with the southerly boundary of the property of William E. Smith et al (now or formerly in Book 770 Page 1497, tax parcel 125811, Lot 12 Plat Book 13 Page 92) S 82-41-24 E 445.52 feet to a 1 inch existing iron pin and a ¼ inch new iron pin; thence with the westerly boundary of the property of Mark Anthony Tuggle (now or formerly Book 1459 Page 1503, tax parcel 125813) S 06-05-23 W 303.00 feet to a 1 inch existing iron pin; thence continuing with the southerly boundary of the aforesaid Tuggle property S 72-59-37 E 795.05 feet to a ¼ inch existing iron pin; thence with a westerly boundary of the aforesaid Foushee property S 30-28-04 E 78.46 feet to the point and place of BEGINNING, and being 7.608 acres, more or less, according to survey by Triad Land Surveying, P.C., dated December 29, 2015.

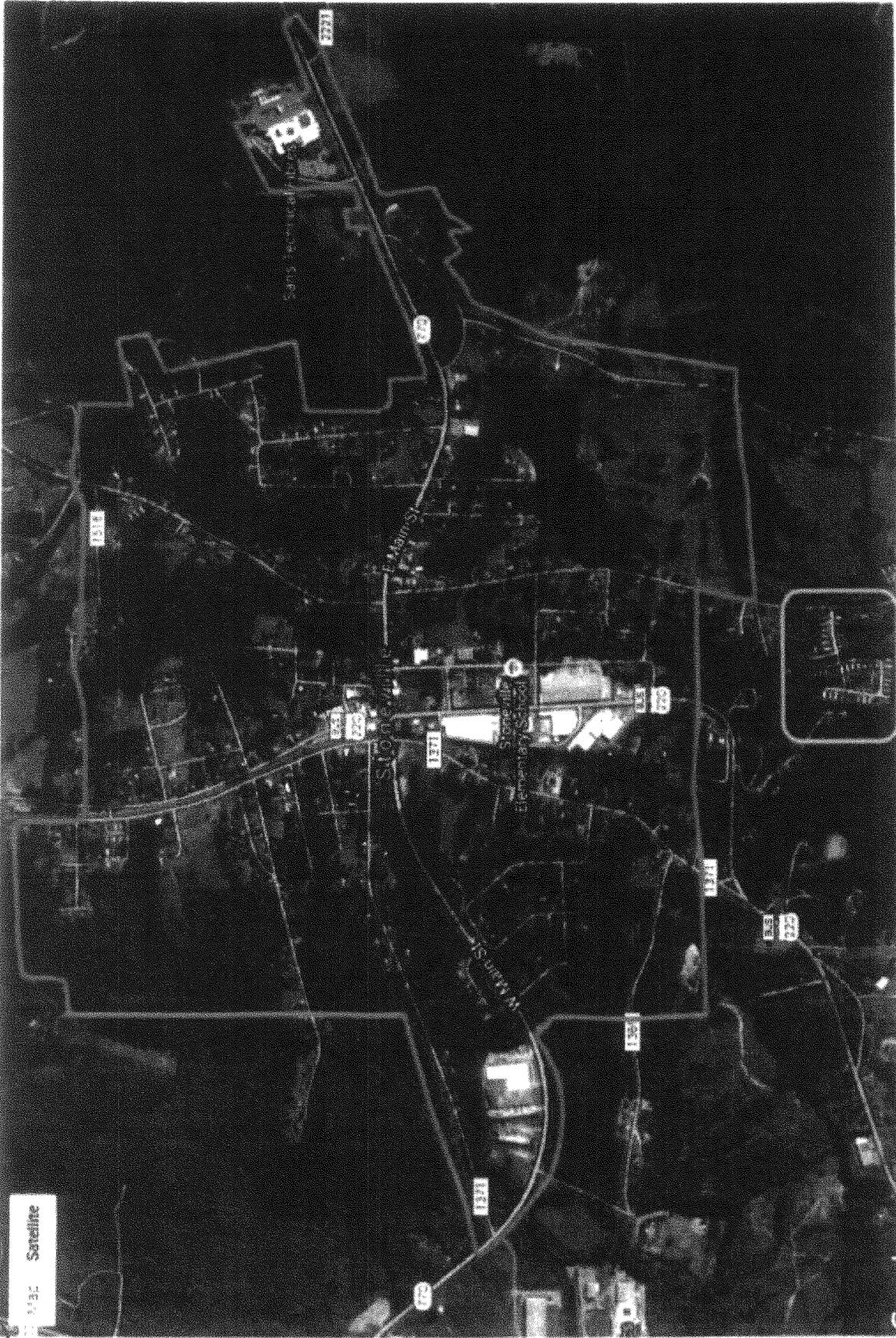
Tax parcel 125810 PIN 7938-0035-5233

Deed reference Book 1052 Page 683

* 18.998 Acres Total

95 Full-time Residents

3.



Map: Satellite



O-2016-04

**ORDINANCE ANNEXING THE 11.39 ACRE DEVELOPED TRACT (PARCEL 125811)
AND THE 7.6 ACRE UNDEVELOPED TRACT (PARCEL 125810) COLLECTIVELY
KNOWN AS CHURCH STREET MHP LLC**

WHEREAS, said property is within three miles of the existing corporate limits of the Town of Stoneville, the property owner has petitioned the Town to annex the property, and the Stoneville Town Council has determined that it is in the best interest of the Town to annex the 11.39 acre tract and 7.6 acre tract into the corporate limits of the Town, **and**

WHEREAS, no point within the proposed satellite areas are closer to another city than the Town of Stoneville, **and**

WHEREAS, the total satellite area of the Town does not exceed 10% of the area of the Town within its primary limits, **and**

WHEREAS, the Town is able to provide the full range of city services to the satellite areas.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Stoneville pursuant to the authority granted by GS 160A-58.2 that after holding the public hearing, they do hereby declare the 11.39 acre tract and 7.6 acre tract known as Church Street MHP LLC is annexed into the corporate limits.

This ordinance is to be effective upon the 31st day of December, 2016.

The motion to adopt this ordinance was made by _____, seconded by _____ and passed by a vote of _____ to _____.

Ricky Craddock, Mayor

Attested to:

Sherri Darnell, Town Clerk

This is to certify that this is a true and accurate copy of Ordinance No. O-2016-04.

Adopted by the Stoneville Town Council on the 2nd day of August, 2016.

Sherri Darnell, Town Clerk



STATE OF NORTH CAROLINA
OFFICE OF THE GOVERNOR

PAT McCrory
GOVERNOR

April 10, 2016

Mr. Henry Thornton
102 Oakdale Street
Stoneville, NC 27048

Dear Mr. Thornton,

On behalf of the State of North Carolina, I congratulate you on receiving the Governor's Medallion Award for Volunteer Service. You have joined an elite group of volunteers, teams, businesses and organizations who have received this distinguished honor.

Volunteers are at the heart of the tradition of community service in North Carolina. Your work enriches and improves the lives of others every day and you serve as a positive role model who makes a difference in the lives of others in your community. As you continue this dedication to service, I encourage you to inspire others to help address the unmet needs that can change someone's life.

North Carolina's greatest strength is our people. Ann joins me in commending you for your achievement as one of North Carolina's top 20 volunteers for 2016. Your service is admirable and your contributions to the state are immeasurable. Thank you for all you have given to those around you.

Sincerely,


Pat McCrory
Governor of North Carolina



*Governor's Award
for
Volunteer Service*

This is to certify that

Henry Campbell Thornton

is hereby awarded the highest designation of appreciation for distinguished volunteer service to the People and the State of North Carolina, and is to be granted and extended all honors and courtesies provided by this Office, entitled thereunto by this certificate of recognition and appreciation.



Pat McCrory
Governor

April 2, 2016

Date

A RESOLUTION OF THE TOWN COUNCIL

OF THE TOWN OF STONEVILLE

AUTHORIZING AND PROVIDING FOR THE INCURRENCE OF INDEBTEDNESS FOR THE PURPOSE OF PROVIDING A PORTION OF THE COST OF ACQUIRING, CONSTRUCTING, ENLARGING, IMPROVING, AND/OR EXTENDING ITS A POLICE PATROL VEHICLE (HERIN AFTER CALLED EQUIPMENT) FACILITY TO SERVE AN AREA LAWFULLY WITHIN ITS JURISDICTION TO SERVE.

WHEREAS, it is necessary for the STONEVILLE TOWN COUNCIL
(Public Body)

(herein after called Association) to raise a portion of the cost of such undertaking by issuance of its bonds in the principal amount of \$25,582

pursuant to the provisions of NORTH CAROLINA GENERAL STATUTES; and

WHEREAS, the Association intends to obtain assistance from the Rural Housing Service, Rural Business - Cooperative Service, Rural Utilities Service, or their successor Agencies with the United States Department of Agriculture, (herein called the Government) acting under the provisions of the Consolidated Farm and Rural Development Act (7 U.S.C. 1921 et seq.) in the planning, financing, and supervision of such undertaking and the purchasing of bonds lawfully issued, in the event that no other acceptable purchaser for such bonds is found by the Association:

NOW THEREFORE in consideration of the premises the Association hereby resolves:

1. To have prepared on its behalf and to adopt an ordinance or resolution for the issuance of its bonds containing such items and in such forms as are required by State statutes and as are agreeable and acceptable to the Government.
2. To refinance the unpaid balance, in whole or in part, of its bonds upon the request of the Government if at any time it shall appear to the Government that the Association is able to refinance its bonds by obtaining a loan for such purposes from responsible cooperative or private sources at reasonable rates and terms for loans for similar purposes and periods of time as required by section 333(c) of said Consolidated Farm and Rural Development Act (7 U. S. C. 1983 (c)).
3. To provide for, execute, and comply with Form RD 400-4, "Assurance Agreement," and Form RD 400-1, "Equal Opportunity Agreement," including an "Equal Opportunity Clause," which clause is to be incorporated in, or attached as a rider to, each construction contract and subcontract involving in excess of \$ 10,000.
4. To indemnify the Government for any payments made or losses suffered by the Government on behalf of the Association. Such indemnification shall be payable from the same source of funds pledged to pay the bonds or any other legal permissible source.
5. That upon default in the payments of any principal and accrued interest on the bonds or in the performance of any covenant or agreement contained herein or in the instruments incident to making or insuring the loan, the Government at its option may (a) declare the entire principal amount then outstanding and accrued interest immediately due and payable, (b) for the account of the Association (payable from the source of funds pledged to pay the bonds or any other legally permissible source), incur and pay reasonable expenses for repair, maintenance, and operation of the facility and such other reasonable expenses as may be necessary to cure the cause of default, and/or (c) take possession of the facility, repair, maintain, and operate or rent it. Default under the provisions of this resolution or any instrument incident to the making or insuring of the loan may be construed by the Government to constitute default under any other instrument held by the Government and executed or assumed by the Association, and default under any such instrument may be construed by the Government to constitute default hereunder.
6. Not to sell, transfer, lease, or otherwise encumber the facility or any portion thereof, or interest therein, or permit others to do so without the prior written consent of the Government.
7. Not to defease the bonds, or to borrow money, enter into any contract or agreement, or otherwise incur any liabilities for any purpose in connection with the facility (exclusive of normal maintenance) without the prior written consent of the Government if such undertaking would involve the source of funds pledged to pay the bonds.
8. To place the proceeds of the bonds on deposit in an account and in a manner approved by the Government. Funds may be deposited in institutions insured by the State or Federal Government or invested in readily marketable securities backed by the full faith and credit of the United States. Any income from these accounts will be considered as revenues of the system.
9. To comply with all applicable State and Federal laws and regulations and to continually operate and maintain the facility in good condition.
10. To provide for the receipt of adequate revenues to meet the requirements of debt service, operation and maintenance, and the establishment of adequate reserves. Revenue accumulated over and above that needed to pay operating and maintenance, debt service and reserves may only be retained or used to make prepayments on the loan. Revenue cannot be used to pay any expenses which are not directly incurred for the facility financed by the Government. No free service or use of the facility will be permitted.

- 11. To acquire and maintain such insurance and fidelity bond coverage as may be required by the Government.
- 12. To establish and maintain such books and records relating to the operation of the facility and its financial affairs and to provide for required audit thereof as required by the Government, to provide the Government a copy of each such audit without its request, and to forward to the Government such additional information and reports as it may from time to time require.
- 13. To provide the Government at all reasonable times access to all books and records relating to the facility and access to the property of the system so that the Government may ascertain that the Association is complying with the provisions hereof and of the instruments incident to the making or insuring of the loan.
- 14. That if the Government requires that a reserve account be established and maintained, disbursements from that account may be used when necessary for payments due on the bond if sufficient funds are not otherwise available. With the prior written approval of the Government, funds may be withdrawn for:
 - (a) Paying the cost of repairing or replacing any damage to the facility caused by catastrophe.
 - (b) Repairing or replacing short-lived assets.
 - (c) Making extensions or improvements to the facility.

Any time funds are disbursed from the reserve account, additional deposits will be required until the reserve account has reached the required funded level.
- 15. To provide adequate service to all persons within the service area who can feasibly and legally be served and to obtain the Government's concurrence prior to refusing new or adequate services to such persons. Upon failure to provide services which are feasible and legal, such person shall have a direct right of action against the Association or public body.
- 16. To comply with the measures identified in the Government's environmental impact analysis for this facility for the purpose of avoiding or reducing the adverse environmental impacts of the facility's construction or operation.
- 17. To accept a grant in an amount not to exceed \$ 14000

under the terms offered by the Government; that the TOWN MANAGER
 and CLERK of the Association are hereby authorized and empowered to take all action necessary or appropriate in the execution of all written instruments as may be required in regard to or as evidence of such grant; and to operate the facility under the terms offered in said grant agreement(s).

The provisions hereof and the provisions of all instruments incident to the making or the insuring of the loan, unless otherwise specifically provided by the terms of such instrument, shall be binding upon the Association as long as the bonds are held or insured by the Government or assignee. The provisions of sections 6 through 17 hereof may be provided for in more specific detail in the bond resolution or ordinance; to the extent that the provisions contained in such bond resolution or ordinance should be found to be inconsistent with the provisions hereof, these provisions shall be construed as controlling between the Association and the Government or assignee

The vote was: Yeas _____ Nays _____ Absent _____

IN WITNESS WHEREOF, the TOWN COUNCIL of the
TOWN OF STONEVILLE has duly adopted this resolution and caused it
 to be executed by the officers below in duplicate on this 2ND day of AUGUST, 2016.

(SEAL)

By RICKY CRADDOCK
 Title MAYOR

Attest:

SHERRI DARNELL / TOWN CLERK
 Title

BE IT RESOLVED

That The Town of Stoneville accepts the conditions set forth in a Letter of Conditions dated August 2, 2016 and Form RD-NC 1942-47-1, "Loan Resolution":

That the Town Council of the Town of Stoneville approves the budget as shown on, Form RD 442-7 - Operating Budget:

That the TOWN MANAGER AND CLERK be authorized to execute all forms necessary to obtain a loan for **\$8,300.00** and a grant for **\$14,000.00** from Rural Development, including, but not limited to the following forms:

Form RD 1942-47-1	Loan Resolution
Form RD 1942-46	Letter of Intent to Meet Conditions
Form RD 442-7	Operating Budget
Form RD 400-1	Equal Opportunity Agreement
Form RD 400-4	Assurance Agreement
Form RD 1940-1	Request for Obligation of Funds
Form RD 1910-11	Applicant Certification Federal Collection Policies
Form AD-1047	Certification Regarding Debarment Primary Covered Transactions
RD Instruction 1940-Q Exhibit A-1	Certification for Contracts, Grants, and Loans
Form AD-1049	Drug Free Workplace Certification
Form RD 3570-3	Community Facilities Grant Agreement
Unnumbered Letter	Community Facilities Compliance Certification

That if the interest rate charged by Rural Development should change between this date and the date of actual approval, TOWN MANAGER AND CLERK be authorized to execute new forms reflecting the current interest rate and revised payments as required by Rural Development.

That the Town of Stoneville elects to have the interest charged by Rural Development to be the lower of the rate in effect at either the time of loan approval or loan closing.

This resolution is to become a part of the official minutes of the Town COUNCIL meeting held on AUGUST 2, 2016.

MOTION MADE BY: _____ and
SECONDED BY : _____ THAT THE
RESOLUTION BE APPROVED.

MOTION PASSED _____ FOR AND _____ AGAINST.

BY: _____
(TYPE NAME AND TITLE)

Attest: _____
(Date)

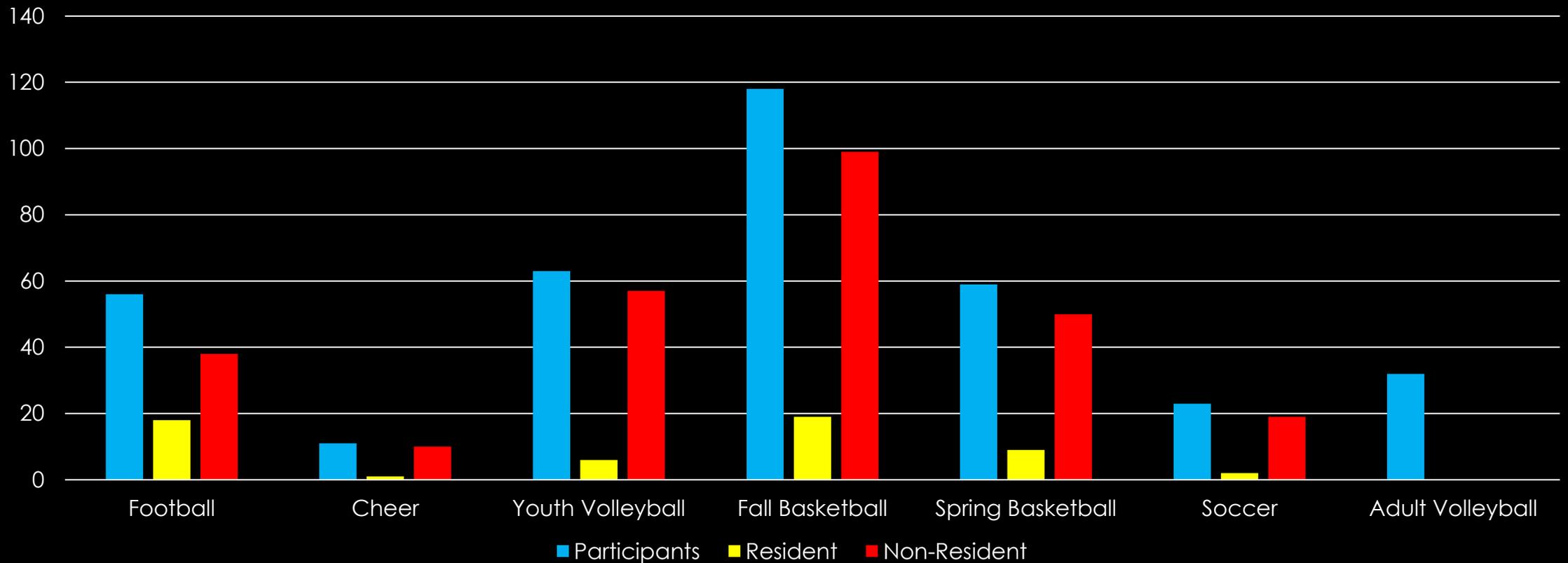
BY: _____
(TYPE NAME AND TITLE)



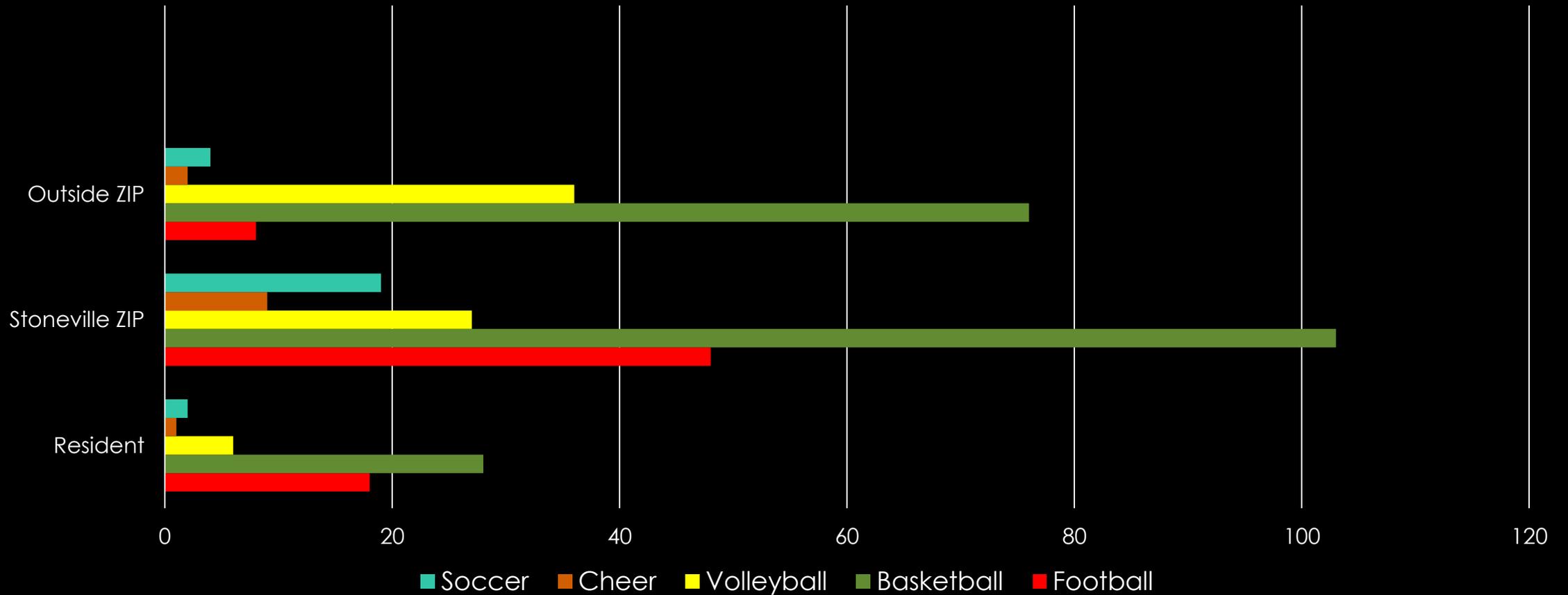
STONEVILLE PARKS & RECREATION

Annual Report
FY 2015-2016

PARTICIPATION BY SPORT (N=362)

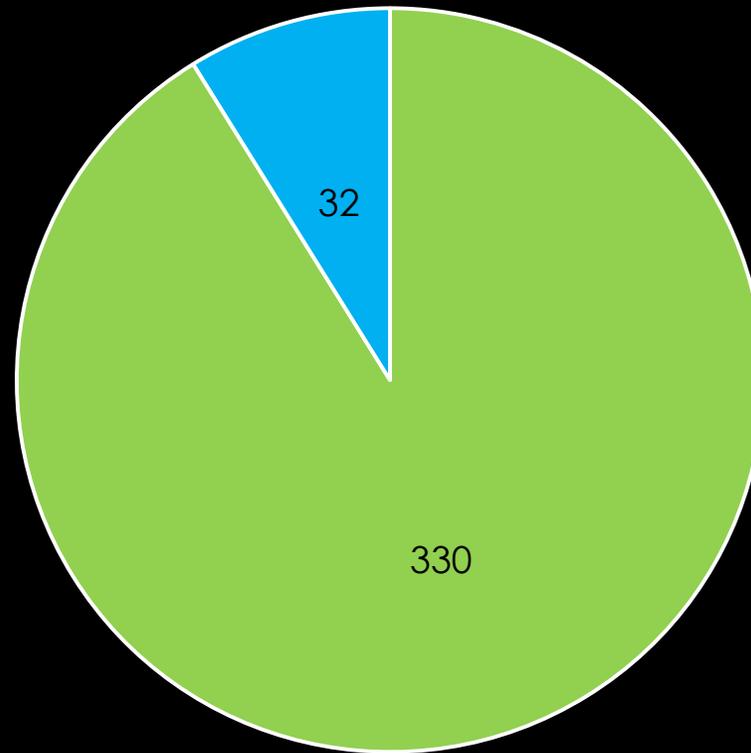


PARTICIPATION BY RESIDENT / NON-RESIDENT



PARTICIPANTS BY CATEGORY

Participants by Category

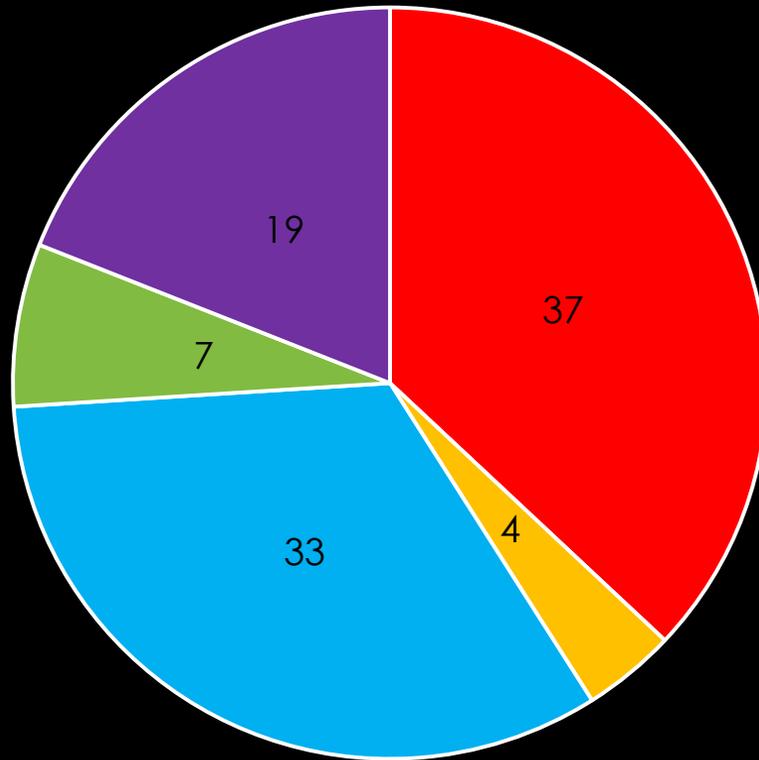


■ Youth ■ Adult

SCHOLARSHIPS BY SPORT

(NO SCHOLARSHIPS REQUESTED FOR VOLLEYBALL)

% of Scholarships

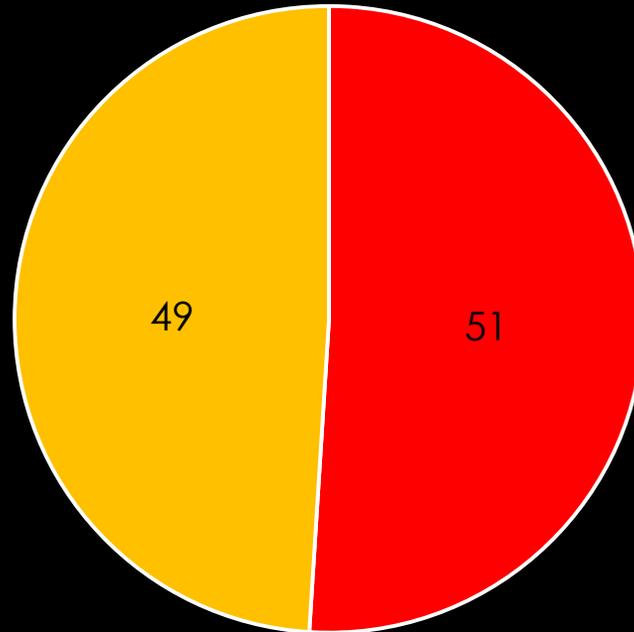


■ Football ■ Cheer ■ Fall Basketball ■ Spring Basketball ■ Soccer

SCHOLARSHIPS BY RESIDENCY

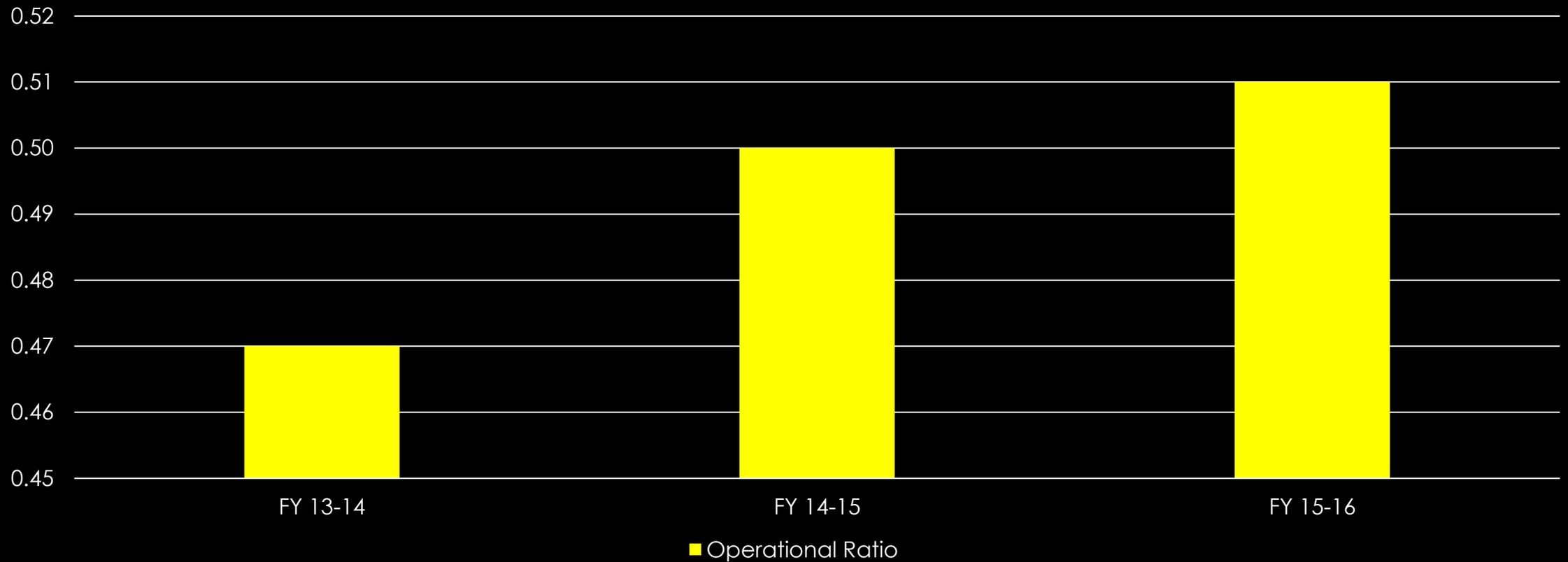
RESIDENTS ACCOUNTED FOR 17% OF PARTICIPANTS

% of Scholarships



■ Resident ■ Non-Resident

OPERATIONAL RATIO



MAJOR PROGRAM POINTS

FY16-17

- Football & Cheer Programs Transferred to Junior Phoenix
- Introducing Men's Fall Basketball
- FY16-17 Fundraiser – Golf Tournament
- Stoneville Memorial Park Tennis Court Refurbishment
- 4th of July Event at Stoneville Memorial Park



July 27, 2016

Town of Stoneville
Attn: Mr. Kenneth Gamble
P. O. Box 71
Stoneville, North Carolina 27048

**Subject: Lease Extension, Town Property NC
Town of Stoneville: 3600-3698 NC-770, Stoneville, NC
American Tower ID: 417621 / Verizon Wireless ID: 199123**

Dear Mr. Gamble,

Thank you for taking the time to discuss with me the Town's existing lease and American Tower's interest in extending the contract for the site referenced above.

As you know, earlier last year American Tower Corporation entered into an agreement with Verizon Wireless to manage the tower site that is located on the Town's property. American Tower has contracted Tower Alliance to work on the sites they manage for Verizon. I work for Tower Alliance and was recently assigned to work with the Town on the proposed lease extension.

As discussed, part of Verizon's efforts with American Tower is to add an additional tenant to the site. One way to make the site more marketable is a long-term ground lease because it reduces carrier's risk of having to relocate their equipment and redesign their network in the future. This lease extension description is as follows:

Lease Extension Proposal: 30-Year Lease Extension Amendment from 2036-2066 (5 year renewal terms). American Tower will amend the existing lease adding 6 (six) more extension terms on the back-end of the current lease which is scheduled to expire on May 31, 2036. The rent will remain in effect and will continue to escalate in accordance with the existing lease at an increase rate of 15% per five-year through the end of the extended term, 2066. American Tower will pay to the Town of Stoneville a \$25,000.00 one-time signing bonus within 30 days from full execution of the amendment.

As discussed, American Tower is looking forward to a long-term relationship with the Town of Stoneville, whether with the existing lease that is currently in place, or a perpetual easement agreement. American Tower is offering an option to sell an easement, an option that may not have been available to the Town at the time your tower was first installed. American Tower has pre-approved the below payment options for the sale of an easement:

- **Easement Option 1: \$1,796.00 per month for the next ten years – Total Payout \$215,555.00**
American Tower will replace the Town's lease with an easement agreement. As this is nearly double the monthly income, it is an option should you want to continue to be paid over time.
- **Easement Option 2: \$165,000.00 One-Time Payment in lieu of the Town's current rent**

With the perpetual easement agreement, American Tower will record an exclusive perpetual easement on the existing leased area and a non-exclusive one on the existing access and utility easement(s) if any. By doing so, American Tower retains the right to operate the tower as they are doing today until the agreement is terminated.

I will plan on following up with you on Monday, after your meeting. In the meantime, please feel free to call me if you have any questions about the proposal. I can be reached directly at (949) 300-0691.

Thank you again for your time and consideration.

Sincerely,

Caroline Van Fleet
Leasing Consultant
Tower Alliance, LLC – on behalf of American Tower Corporation
5000 T-Rex Avenue
Suite 160
Boca Raton, FL 33431
(949) 300-0691 office
(866) 236-1216 fax
cvanfleet@toweralliancellc.com

This is a conditional offer and will remain in effect for 45 days from receipt of this letter. This Letter is not intended to create any legally binding obligations on the part of you or American Tower, or any of their respective affiliates, and no such obligations will exist unless and until a definitive agreement with respect to a transaction is executed and delivered by the parties or their affiliates in their sole discretion, and then only as and to the extent provided in such definitive agreement.

CONTRACT

This Agreement made and entered into on this the _____ day of _____, 2016, by and between the Town of Stoneville, North Carolina, hereinafter referred to as "Town" and Waste Management of Carolinas, Inc., a North Carolina corporation, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the Town is desirous of securing the services of the Contractor to provide for the collection and disposal of Municipal Solid Waste and recycling services to the Town and residents within the Service Area; and

WHEREAS, the Contractor desires to provide those services for the Town;

NOW, THEREFORE, it is hereby agreed as follows:

1. DEFINITIONS:

1.1 APPROVED CONTAINERS - An approved container shall be a Contractor provided Roll Out Cart Receptacle with two wheels and a properly designed axle and fittings, and a top lid that is to remain closed except when loading refuse, with a body consisting of approximately ninety (90) to ninety-six (96) gallons in capacity for MSW and 64 gallons for Recyclables, constructed of heavy duty plastic and having the strength to store normal household garbage and refuse and equipped with proper attachments for hydraulic loading into the Contractor's collection vehicle by the hydraulic lifts affixed to such vehicle body. Bags, as described in Section 1.2, are also approved containers when the Cart is full and periodic excess volume is generated and such bags are placed adjacent to or on top of the Cart.

1.2 BAGS - Plastic sacks designed to store and enclose Refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag with contents shall not exceed forty (40) pounds.

1.3 BULKY WASTE - Large items of solid waste such as furniture, white goods, mattresses, and other oversize wastes whose large size precludes or complicates their handling by normal solid waste collection, processing, or disposal methods.

1.4 COLLECTION - The act of removing solid waste (or materials that have been separated for the purpose of recycling) to a transfer station, processing facility, or disposal facility.

1.5 COMMERCIAL ENTITIES - Stores, offices, restaurants, warehouses, and other non-manufacturing activities which use front load containers and collection service.

1.6 CONSTRUCTION AND DEMOLITION WASTE - Solid waste resulting solely from construction, remodeling, repair, or demolition operations on buildings, or other structures, but does not include inert debris, land-clearing debris, yard debris, or used asphalt, asphalt mixed with dirt, sand, gravel, rock, concrete, or similar nonhazardous material.

1.7 GARBAGE - All putrescible waste, including animal offal and carcasses of less than ten (10) pounds in weight except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter, including, but by no way of limitation, used tin cans and other food containers; and all putrescible or decomposable waste animal or vegetable matter which is likely to attract flies or rodent, but excluding sewage and human waste.

1.8 HAZARDOUS WASTE - Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law or regulations.

1.9 LANDFILL - A disposal facility or part of a disposal facility where waste is placed in or on land and that is not a land treatment facility, a surface impoundment, an injection well, a hazardous waste long-term storage facility or a surface storage facility.

1.10 LIGHT COMMERCIAL ENTITY – A small business entity which utilizes a residential roll out cart receptacle for the collection of its waste.

1.11 MUNICIPAL SOLID WASTE - Solid waste resulting from the operation of residential, commercial, industrial, governmental, or institutional establishments that would normally be collected, processed, and disposed of through a public or private solid waste management service. Municipal solid waste does not include hazardous waste, sludge, or solid waste from mining or agricultural operations.

1.12 PERSON - Any individual, corporation, Contractor, association, partnership, unit of government, state agency, federal agency, or other legal entity.

1.13 RECYCLABLES - Newspapers and inserts, HDPE and PET plastic containers, aluminum, bimetal, and ferrous beverage and food cans, and clear, green, and brown glass, all of which have been separated from the waste at the point of collection. Additional materials may be added to the definition of Recyclables upon mutual agreement of the parties.

1.14 REFUSE - This term shall refer to Garbage and Rubbish generated at a Residential Unit unless the context otherwise requires.

1.15 RESIDENTIAL UNIT - A dwelling within the Service Area as hereinafter defined, occupied by a person or group of persons. A Residential Unit shall be deemed occupied when water services, either public or private, are being supplied thereto. Each unit of an apartment or condominium dwelling consisting of four (4) or less living units, whether single or multi-level construction, shall be treated as a Residential Unit. On any one collection day, the Contractor will collect from each Residential Unit (and Town-approved small business) all garbage in approved containers.

1.16 RUBBISH/TRASH - All waste materials not included in the definition of Bulky Waste, Construction Debris, Garbage, Hazardous Waste, Yard Waste or Stable matter.

1.17 SANITARY LANDFILL - A facility for disposal of solid waste on land in a sanitary manner in accordance with the laws and regulations concerning sanitary landfills adopted by the State of North Carolina.

1.18 SERVICE AREA - All Residential Units, Light Commercial Entities, and Commercial Entities in the Town.

1.19 SOLID WASTE DISPOSAL SITE - A location at which solid waste is disposed of by incineration, sanitary landfill, or other approved method.

1.20 TRANSFER STATION - A site at which solid waste is concentrated for transport to a processing facility or disposal site. A transfer station may be fixed or mobile.

1.21 WHITE GOODS - Inoperative and discarded refrigerators, ranges, water heaters, freezers, and other similar domestic and commercial large appliances.

1.22 YARD DEBRIS - Solid waste consisting solely of vegetative matter resulting from landscaping maintenance.

2. TERM

The term of this Agreement shall begin July 1, 2016, ("Commencement Date") and continue through June 30, 2019. The Agreement shall be automatically renewed for additional terms of two (2) years each unless one party notifies the other at least one hundred and twenty (120) days prior to the end of the then current term of its desire to terminate the Agreement at the end of the term.

In the event that the Town executes this Agreement in August 2016, Contractor agrees to remove the CPI that became effective on July 1, 2016 under the prior contract, and apply the rates set forth under Section 10 below retroactively to July 1, 2016. Any overage the Town has paid after July 1, 2016 under the prior contract will be applied as a credit to the September 2016 invoice for services hereunder.

3. SERVICE

The services to be provided by the Contractor shall be for once per week curbside collection of residential household and Light Commercial garbage (MSW) and for every other week curbside pickup of Recyclable Materials from all Residential Units and Light Commercial Entities in the Town. The Contractor will provide each Residential Unit and Town-approved business one (1) ninety-six (96) gallon Roll Out Cart for the storage and collection of MSW and one (1) sixty-four (64) gallon Roll Out Cart for the storage and collection of Recyclable Materials. Additional Roll Out Carts for Residential Units and Light Commercial Entities will be by mutual agreement of the parties hereto, however the charge shall be on a per Cart basis as herein described. Should a location generate on a continuing basis more volume than the capacity of one (1) Cart will accommodate, the Contractor will provide an additional Cart for servicing at the then current per Cart rate.

The initial number of customers shall be 406 Residential Units and 34 Light Commercial Entities. A joint house count shall be conducted by Contractor and the Town within one year of the Commencement Date to confirm the number of customers. Additional joint house counts may be conducted by the parties every other year to ensure accurate billing at the request of either party. Regardless, adjustments to the number Residential Units and Light Commercial Entities will be made every six (6) months in December and July based upon documentation from the Town of the number of units being billed by the Town.

The Recyclable Materials will be placed in the Carts unsorted. When improper materials are placed in the Cart by the customer, the Contractor shall collect the proper material and leave the improper materials in the container with an explanatory note. All other educational literature to be supplied to residences, such as instructions or continuing education on the recycling program will be supplied by the Town.

The Contractor shall be responsible for sorting, handling, processing, storage, and marketing of the Recyclable Materials. Should the market for a Recyclable Material covered by the terms of this Agreement collapse and render the product worthless (i.e. - local recycling processors will not accept the material without charge), the collection of such recyclable material shall be suspended until the markets improve unless the Town is willing to reimburse Contractor for marketing the materials at a negative value.

The Contractor shall maintain records on the weight of Recyclable Materials collected by type. The Contractor also shall maintain records on the set out rate (percentage of eligible households which put out a container on each collection day), and shall furnish an accurate estimate of the participation rate (percentage of eligible households which set out a container at least once per month). These records shall be furnished to the Town on a monthly basis. Monthly and year-to-date information shall be included in each report.

Backdoor service will be provided to residents who are determined by the Town to live in a residence in which no individual is physically capable of taking recyclables or garbage to the curb. Contractor shall not charge Town more for back door service than for curb service as long

as the number of Residents receiving back door service does not exceed five percent (5%) of the total number of customers serviced under the Contract. The Town and Contractor shall cooperate to ensure the appropriate medical documents are current and maintained in good order.

The services described herein do not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different acts of God over which the Contractor has no control. In the event of such a flood, hurricane or other acts of God, Contractor and the Town shall negotiate the payment to be made to Contractor for additional services, if the Contractor and Town agree that the increased volume is to be handled by the Contractor. Further, if the Town and Contractor reach such agreement, the Town shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

Contractor shall discontinue collection service at any location set forth in a written notice sent to Contractor by the Town. Upon further notification by the Town, the Contractor shall resume collection on the next regularly scheduled collection day. The Town shall indemnify, and hold Contractor harmless from any claims, suits, damages, liabilities or expenses resulting from the Contractor's discontinuing service at any location at the direction of the Town. All other service additions and deletions shall be adjusted on a quarterly basis.

4. NEWLY DEVELOPED AND ANNEXED AREAS

The Contractor will, within thirty (30) days or less of notification by the Town, provide solid waste collection services of the same frequency and quality required by the Contractor to newly developed and annexed areas. As new homes are constructed and occupied in the Town, the Contractor shall, after proper notification by the Town, provide solid waste services as required by the Contract on the next scheduled day of collection following notification. The Contractor shall be responsible for notifying the Town of all locations being serviced which do not appear on the billing register.

5. POINT OF CONTACT

All dealings, contacts, etc., between the Contractor and the Town shall be directed by the Contractor to the Town Manager or the designee of the Town Manager.

6. HOURS AND DAYS OF OPERATION

Collection shall not begin prior to 7:00 a.m. without the approval of the Town. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances. The Contractor may elect to observe the following holidays:

- | | |
|------------------|------------------|
| New Year's Day | Labor Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

The Contractor may decide to observe a holiday by suspending and delaying the pickup day. Contractor shall provide Town with written notice at least ten days in advance of the alternate pick-up days during holiday weeks.

7. APPROVED CONTAINERS

Garbage and Recyclable Materials generated for collection shall be stored in Approved Containers as described herein in Section 1.1. The Contractor shall not be required to collect such materials unless they are in Approved Containers. Only approved plastic bags may be used to supplement the capacity of the Roll Out Carts on those occasions when excess waste is generated as herein described.

8. EXTRAORDINARY WASTE MATERIALS

Hazardous Wastes, body wastes, abandoned vehicles, vehicle parts, Construction Debris, Bulky Waste, Yard Waste, Large equipment and their parts and dead animals will not be collected by the Contractor under the terms of this Contract.

9. OFFICE AND TELEPHONE CONTACT

The Contractor shall maintain an office and service facilities through which it may be contacted without charge by telephone. The office shall be equipped with sufficient telephones and shall have responsible personnel in charge from 8:00 a.m. until 5:00 p.m., Monday through Friday.

10. COMPENSATION

As compensation for this service, the Town shall pay to the Contractor the sum of Twelve and 42/100 Dollars (\$12.42) per Residential Unit and Light Commercial Entity per month for MSW and Recyclables collection. The cost of disposal for MSW and the processing of Recyclables is included in these rates. Additional Carts to Residential Units and Light Commercial Entities will be available to Residential Units and Light Commercial Entities at the additional rate of \$10.33 per Cart for MSW and \$2.09 per Cart for Recyclables.

The Compensation payable by the Town to the Company shall be annually increased by three percent in lieu of any adjustments as a result of changes in the Consumer Price Index. The initial rate adjustment shall take effect on the first anniversary date of the Commencement Date (July 1, 2017), and rate adjustments for succeeding contract years shall take effect on the successive anniversary dates of the Commencement Date (July 1) during each succeeding year throughout the term hereof. Monthly payments due by the Town to the Company shall be adjusted to compensate for such annual rate increases.

Contractor shall be entitled to an increase in compensation to offset any increase in disposal or landfill fees should the Contractor pay such fees. Documentation of such increases shall be submitted to the Town at its request. The Contractor also shall be entitled to an increase in its service rate to offset any increased costs associated with longer haul distance if the Town designates an alternate transfer station or landfill for disposal. In addition, in the event Contractor becomes liable for or is required to collect and/or pay any governmental tax or surcharge upon collection or disposal of such garbage and solid waste, such tax or surcharge shall be the responsibility of the Town to be paid along with Contractor's normal monthly compensation.

The Contractor shall bill the Town for service rendered within ten (10) days following the end of the month in which services are rendered and the Town shall pay Contractor on or before the 25th day following the end of such month.

11. INDEMNITY

Contractor shall indemnify and save harmless the Town, its officers, agents, servants, and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees to the extent resulting from a willful or negligent act or omission of the Contractor, its officers, agents, servants, and employees in the performance of this Agreement; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of the award of this Agreement or for a willful or negligent act or omission of the Town, its officers, agents, servants and employees.

12. DISPOSAL

All waste collected by Contractor shall be disposed of by Contractor at the Rockingham County Landfill in Rockingham County, North Carolina. Disposal charges applicable to Residential garbage, which is the subject matter of this Contract, is included within the compensation to the Contractor and shall be the responsibility of the Town.

13. INSURANCE

During the Term of this Contract, Contractor shall maintain in full force and effect the following minimum insurance:

<u>Coverage</u>	<u>Limits of Liability</u>
Workmen's Compensation	Statutory
Employer's Liability	\$ 500,000.00
Bodily Injury Liability	\$ 1,000,000.00 each occurrence
except Automobile	\$ 2,000,000.00 aggregate
Property Damage Liability	\$ 1,000,000.00 each occurrence
except automobile	\$ 1,000,000.00 aggregate

Automobile Bodily Injury	\$ 1,000,000.00 each person
Liability	\$ 2,000,000.00 each occurrence
Automobile Property	
Damage Liability	\$ 1,000,000.00 each occurrence
Excess Umbrella Liability	\$ 5,000,000.00 each occurrence

The Contractor shall provide proof of existence of said policies to the Town prior to the effective date of the Agreement and annually thereafter. The Town shall be included as an additional insured on the comprehensive general liability and automobile liability policies.

14. LOCATION OF COLLECTION

Approved Containers shall be placed in a location that is readily accessible to the Contractor and its equipment, not to exceed five (5) feet from the curb or edge of the traveled portion of road or street. The Town will aid the Contractor in resolving problems of Cart location for servicing.

15. SERVICE INQUIRIES

All complaints shall be made directly to the Contractor. The Contractor shall give all complaints prompt and courteous attention. In the case of an alleged missed schedule collection, the Contractor shall investigate and if such allegations are verified, shall arrange for collection within twenty-four (24) hours of the time the complaint was received.

16. NOTIFICATION OF CUSTOMERS

Contractor shall notify all customers about the "scheduled day of service".

17. CONTRACTOR'S PERSONNEL

17.1 The Contractor shall assign a qualified person to be in charge of its performance of this Contract.

17.2 The Contractor's collection employees shall wear a uniform and shirt bearing the Contractor's name and the name of the individual employee.

17.3 Each employee shall, at all times, carry a valid drivers license for the type of vehicle he is driving.

17.4 The Contractor shall provide operating and safety training for all personnel.

17.5 No person shall be denied employment by the Contractor for reasons of age, race, sex, creed, or religion or national origin.

18. FORCE MAJEURE.

From and after the Date of this Agreement, a Contractor's performance hereunder may be suspended and its obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond the reasonable control of the Contractor. Such causes may include, by way of example and not limitations, acts of God, acts of war, riot, fire, explosion, accident, flood or sabotage; lack of adequate fuel, power or raw materials, judicial administrative or governmental laws, regulations, requirements, rules, orders or actions; injunctions or restraining orders; the failure of any governmental body to issue, grant, or the suspension or revocation or modification of any license, permit or other authorization necessary for the services envisioned by this Agreement; national defense requirements; labor strike, lockout or injunction.

19. PERMITS, LICENSES AND TAXES

The Contractor shall obtain at its own expense all permits and licenses required by law or ordinance and maintain same in full force and effect. The Contractor shall promptly pay all taxes required by local, state and federal laws.

20. TERMINATION

Except as otherwise provided herein, if either party breaches this Agreement or defaults in the performance of any of the covenants or conditions contained herein for fifteen (15) days after the other party has given the party breaching or defaulting written notice of such breach or default, unless a longer period of time is required to cure such breach or default and the party breaching or defaulting shall have commenced to cure such breach or default within said period and pursues diligently to the completion thereof, the other party may: (a) terminate this Agreement as of any date which the said other party may select provided said date is at least thirty (30) days after the fifteen (15) days in which to cure or commence curing; (b) cure the breach or default at the expense of the breaching or defaulting party; and/or (c) have recourse to any other right or remedy to which it may be entitled by law, including, but not limited to, the right for all damage or loss suffered as a result of such termination. In the event either party waives default by the other party, such waiver shall not be construed or determined to be a continuing waiver of the same or any subsequent breach or default.

21. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive right to provide residential, small commercial business, and large business solid waste collection services for and on behalf of the Town, excluding services related to hazardous, special or industrial wastes.

22. NOTICE

A letter addressed and sent by certified United States Mail to either party at the business address specified shall be sufficient notice whenever required for any purpose in this Contract.

Also, the address designated at this address may be changed from time to time by written notice sent by Certified U.S. Mail as provided herein.

Town: Town Manager
Town of Stoneville
101 Smith Street
Stoneville, NC 27048

Contractor: Waste Management – Stoneville
2991 Highway 770 West
Stoneville, North Carolina 27048
Attn: District Manager

with a copy to: Group General Counsel
Waste Management Southern Area
1850 Parkway Place, Suite 600
Marietta, GA 30067

24. MODIFICATION

This Contract constitutes the entire contract and understanding between the parties hereto, and it shall not be considered modified, altered, changed or amended in any respect unless in writing and signed by the parties hereto.

25. COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws, provided, however, that the terms of this Contract shall govern the obligations of the Contractor where conflicting ordinances exist.

26. LAW TO GOVERN

This Contract shall be governed by the laws of the State of North Carolina both as to interpretation and performance.

This Agreement shall inure to the benefit of and be binding upon the successors and permitted assigns of the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed in duplicate original on the day and in the year first above mentioned.

**THE TOWN OF STONEVILLE,
NORTH CAROLINA**

Witness

BY: _____
ITS: Town Manager

**WASTE MANAGEMENT OF CAROLINAS,
INC.**

Witness

BY: _____
ITS: (Vice) President