

GREENVILLE UTILITIES COMMISSION
GREENVILLE, NORTH CAROLINA

Thursday, August 22, 2024

The Board of Commissioners of the Greenville Utilities Commission met in the Greenville Utilities Board Room in regular session at 12:00 noon with the following members, and others present, and Chair Geiger presiding.

Commission Board Members Present:

Lindsey Griffin	Mark Garner
Ferrell L. Blount III	Dr. Wanda D. Carr
Justin Fuller	Michael Cowin
Peter Geiger	Dillon Godley

Commission Staff Present:

Tony Cannon, General Manager/CEO	Kevin Keyzer
Chris Padgett	Jonathan Britt
Jeff McCauley	Tony Godwin
Phil Dixon	Kathy Howard
John Worrell	Amanda Wall
David Springer	Paige Wallace
Richie Shreves	Branson Rogers
Andy Anderson	Lou Norris
Amy Wade	John Powell
Ken Wade	Lena Preville
Colleen Sicley	Vincent Malvarosa
Durk Tyson	
Scott Mullis	
Steve Hawley	
Scott Farmer	

Others Attending:

Les Robinson, City of Greenville Liaison, and Ginger Livingston, The Daily Reflector

Chair Griffin called the meeting to order. Secretary Blount ascertained that a quorum was present.

ACCEPTANCE OF THE AGENDA

A motion was made by Mr. Geiger, seconded by Dr. Carr, to accept the agenda as presented. The motion carried unanimously.

SAFETY BRIEF

Mr. Kevin Keyzer, Operations Support Manager, provided a safety brief and explained the plan of action should there be an emergency at today's meeting. Mr. Keyzer shared some tips for preparing and driving safely in heavy traffic.

RECOGNITION OF THE AMERICAN PUBLIC GAS ASSOCIATION (APGA) 2024 SYSTEM OPERATIONAL ACHIEVEMENT RECOGNITION (SOAR) GOLD AWARD

Mr. Durk Tyson, Assistant Director of Gas Systems, explained that APGA SOAR recognizes a utility's demonstrated commitment to excellence in four areas required to safely deliver natural gas to its customers: system integrity, system improvement, employee safety, and workforce development. Greenville Utilities scored 98.7 out of a possible 100 points for those areas and was selected for the SOAR Gold Level by its peers on the APGA Operations and Safety

Committee. Out of approximately 750 APGA members, Greenville Utilities was one of eleven SOAR Gold Level recipients recognized this year. The recognition is for three years. Greenville Utilities originally received the SOAR award back in 2015 and earned it again in 2018 and 2021.

Mr. Tyson recognized Mr. Branson Rogers, Gas Engineer I, as being the lead on putting together the application to qualify for this award.

CONSENT AGENDA

Mr. Tony Cannon presented the following item for approval on the consent agenda:

(Agenda Item 1) Approval of Minutes – Regular Meeting: July 18, 2024

A motion was made by Mr. Geiger, seconded by Mr. Garner to approve the consent agenda as presented. The motion carried unanimously.

PUBLIC HEARING STAFF PRESENTATION

Mr. Chris Padgett, Chief Administrative Officer, stated that he would present for consideration of economic development incentives and grant agreements for Boviet Solar Technology (formerly Project Gen) then a Public Hearing would follow. Mr. Padgett stated that recently Boviet Solar Technology has selected Greenville / Pitt County as the location for its first U.S.-based solar panel manufacturing facility. Boviet is a Vietnamese solar technology company that specializes in the production of photovoltaic (PV) solar modules and solar project developments. The company will invest \$294 million in the new Greenville, North Carolina facility creating 908 new jobs. Founded in 2013 in Vietnam, Boviet Solar Technology is a global Tier 1 solar technology company. The company has a significant presence in the United States through its U.S. entity, Boviet Solar USA, which is headquartered in San Jose, California. The Greenville / Pitt County project will be divided into two phases. Phase 1 consists of assembling solar panel components shipped from overseas and Phase 2 consists of the manufacture of PV cells.

Greenville Utilities Commission has received a request to provide service to the Phase II expansion of Boviet. GUC will construct a 60 megavolt-amperes (MVA) substation to provide the necessary electric service capacity. Estimated loads at this time are 40 to 50 MVA. It is anticipated that the substation will be located on property provided by Boviet, and associated 115kV transmission line work will also need to be completed to provide service to the new substation.

In addition to the substation, a 4 MW natural gas-powered peaking generation system will be constructed at the substation site. This system will provide cost savings to Boviet by avoiding coincident peak demand charges through GUC's Large General Service Rate. As such, Boviet and GUC have entered into a load side generation agreement. The system will be owned, fueled, and maintained by GUC for the benefit of Boviet. Boviet will reimburse GUC monthly for all fuel costs. The generation system has the potential to save Boviet approximately \$90,000 per month in avoided coincident peak demand charges.

GUC has applied for and been awarded a \$2,000,000 Golden Leaf Foundation (GLF) Economic Catalyst Grant to assist with the construction of substation as part of the State of North Carolina economic development incentives. GUC is currently working with GLF to provide the needed documentation to complete the initial grant reporting requirements before any funds will be released.

NC Department of Commerce's Industrial Development Fund -Utility Fund- IDF requires the City of Greenville to be the applicant for the \$2,000,000 grant. The pre-application has been approved to move forward to Full Application stage. The City of Greenville will work closely with GUC to submit the Full Application and will be the conduit for funding. Funds will be provided to the City and reimbursed based on IDF grant guidelines to GUC for expenditures. There is a required match and GUC will provide that match to the City for reimbursement.

Economic Development Incentives

The following Economic Development Incentives are needed from GUC to support Boviet Solar Technology’s planned Greenville facility:

Waiver of Fees

Electric - Phase 1 – Excess facilities charge waiver first year - Phase 2 – Excess facilities charge waiver first year	\$24,000 \$240,000
Water / Wastewater - Industrial User Permit Fees	\$1,600
Natural Gas - Connection Fees	\$200

Electric Capital Investment – Phase 2

Investment	Cost	Source of Funding
60 MW Electric Substation	\$12.0 M	- \$2 M Golden Leaf Foundation Grant - \$2 M Industrial Development Utility Fund Grant - \$8 M long-term debt
4 MW Peaking Generators	\$4.3 M	- \$4.3 M long-term debt
Total	\$16.3 M	- \$4 M Grant Funded - \$12.3 M long-term debt

PUBLIC HEARING

At 12:18 p.m. Chair Griffin stated that the Board will conduct a public hearing to discuss and consider Economic Development Incentives and Grant Agreements for Boviet Solar Technology (formerly Project Gen) as properly advertised.

Chair Griffin explained the procedures to be followed by anyone who wished to speak.

There being no guests who wished to speak during the public hearing, Chair Griffin closed the public hearing at 12:19 p.m.

CONSIDERATION OF ECONOMIC DEVELOPMENT INCENTIVES, GRANT AGREEMENTS AND CAPITAL PROJECT BUDGETS FOR BOVIET SOLAR TECHNOLOGY (formerly Project Gen) (Agenda Item 2)

Mr. Padgett explained that this action item is to consider economic development incentives and grant agreements as presented in the public hearing presentation and to establish two Capital Project Budgets to support the Phase 2 development of Boviet Solar Technology.

Due to a conflict of interest, Mr. Blount asked to be excused from voting on this item. A motion was made by Mr. Geiger, seconded by Mr. Garner, to excuse Commissioner Blount from the vote. The motion carried unanimously.

Mr. Blount left the board room.

It is staff’s recommendation for two Capital Project Budgets be established to support the Phase 2 development of Boviet Solar Technology:

- 1) Establish a Capital Project for the design, equipment, materials, and construction of a 60 MVA electric substation.

Estimated costs are \$12 million. Funding sources \$2 million grant from Golden Leaf, \$2 million Industrial Development Fund Grant via (City of Greenville) pass through, \$8 million long term debt.

Project Name	Proposed Budget
ECP10277 Boviet Phase II Substation	
Revenues:	
Golden Leaf Grant	\$2,000,000
Industrial Development Fund Grant via (City of Greenville)	2,000,000
Long-Term Debt	8,000,000
Total Revenue	\$12,000,000
Expenditures:	
Project Costs	\$12,000,000
Total Expenditures	\$12,000,000

- 2) Establish a Capital Project for the design, equipment, materials, and construction of a 4 MW peak shaving generator system to provide peak shaving for the Boviet Solar Technology Phase II expansion.

Estimated costs \$4.3 million. Funding source \$4.3 million long term debt.

Project Name	Proposed Budget
ECP10276 Boviet Peaking Generators	
Revenues:	
Long-Term Debt	\$4,300,000
Total Revenue	\$4,300,000
Expenditures:	
Project Costs	\$4,300,000
Total	\$4,300,000
Expenditures	

After discussion, a motion was made by Mr. Godley, seconded by Mr. Geiger, for the Board to take the following actions:

- Approve and authorize GUC economic development incentives as previously outlined for Boviet Solar Technology
- Adopt a Resolution and approve an Agreement with City of Greenville related to Industrial Development Fund Pass-Through Grant
- Adopt a Resolution accepting Golden Leaf Foundation Grant
- Adopt Capital Project Budgets and a Reimbursement Resolution for Boviet Peaking Generators (\$4.3M) and Boviet Phase 2 Substation (\$12M) and request that City Council take similar action

The motion carried unanimously. Mr. Blount returned to the meeting.

**RESOLUTION ACCEPTING AGREEMENT BETWEEN COMMISSION AND CITY TO
SEEK \$2,000,000 GRANT FOR 60 MW SUBSTATION TO SERVE FUTURE AND
EXISTING CUSTOMERS AND ASSURING ADHERENCE TO THE TERMS OF THE
AGREEMENT AND GRANT**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission, of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, in Pitt County, North Carolina, (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), which shall include an electric system, a natural gas system, a sanitary sewer system, and a water system (collectively, the “Combined Enterprise System”) within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities; and

WHEREAS, the Commission and the City of Greenville (the “City) desire to encourage industrial growth and development inside and outside the city limits of the City of Greenville and have identified the need for a 60 MW substation (the “Additional Improvements”) to serve future and existing customers;

WHEREAS, the City has offered to seek to obtain a \$2,000,000 grant from the North Carolina Department of Commerce, Commerce Finance Center, Industrial Development Fund, Utility Account (the “NC Commerce”) for the purpose of constructing the Additional Improvements;

WHEREAS, the Commission and City desire to enter into a binding agreement (the “Agreement”) to codify the intent of each party; and

WHEREAS, the Commission intends to construct the Additional Improvements in accordance with the approved plans and specifications.

NOW, THEREFORE, THE GREENVILLE UTILITIES COMMISSION DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1. The Commission does hereby accept the Agreement between the Commission and City for the City to pursue the NC Commerce grant of \$2,000,000 to pay all or a portion of the costs of the Additional Improvements.

Section 2. The Commission does hereby give assurance to the City that all items specified in the Agreement will be adhered to by the Commission.

Section 3. The Commission does hereby give assurance to the City that all items specified in the NC Commerce grant will be adhered to by the Commission.

Section 4. That the Commission’s General Manager/CEO or designee’s is hereby authorized and directed to furnish such information as the City may request in connection with Agreement, NC Commerce grant offer, or the Additional Improvements; to make the assurances as contained above; and to execute such other documents as may be required in connection with the Agreement or NC Commerce grant.

Section 5. The Commission has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Additional Improvements and to Federal and State grants and loans pertaining thereto.

Adopted this the 22nd day of August, 2024.

/s/ Lindsey Griffin
Chair

ATTEST:

/s/ Ferrell Blount
Secretary

APPROVED AS TO FORM:

/s/ Phillip R. Dixon
General Counsel

RESOLUTION ACCEPTING A GOLDEN LEAF FOUNDATION \$2,000,000 GRANT FOR 60 MW SUBSTATION TO SERVE BOVIET SOLAR TECHNOLOGY CO., LTD. AND ASSURING ADHERENCE TO THE TERMS OF THE GRANT

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission, of the City of Greenville, North Carolina, a body politic duly chartered by the State of North Carolina, in Pitt County, North Carolina, (the “Commission”) has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the “City”), which shall include an electric system, a natural gas system, a sanitary sewer system, and a water system (collectively, the “Combined Enterprise System”) within and without the corporate limits of the City, with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the public utilities; and

WHEREAS, the Golden Leaf Foundation (the “Foundation”) seeks to fund those programs and initiatives of governmental entities and 501©(3) nonprofit tax-exempt organizations that serve the people of North Carolina whose mission and priorities are most closely aligned with the Foundation’s mission and priorities;

WHEREAS, the Foundation has offered the Commission a grant of \$2,000,000 to facilitate the construction of a 60 MW substation on the electric system to serve Boviet Solar Technology Co., Ltd., (the “Additional Improvements”); and

WHEREAS, the Commission intends to construct the Additional Improvements in accordance with the approved plans and specifications.

NOW, THEREFORE, THE GREENVILLE UTILITIES COMMISSION DOES HEREBY DETERMINE AND RESOLVE, as follows:

Section 1. The Commission does hereby accept the Foundation grant of \$2,000,000 to pay all or a portion of the costs of the Additional Improvements.

Section 2. The Commission does hereby give assurance to the Foundation that all items specified in the grant offer, will be adhered to by the Commission.

Section 3. That the Commission’s General Manager/CEO or designee’s is hereby authorized and directed to furnish such information as the Foundation may request in connection with grant offer or the Additional Improvements; to make the assurances as contained above; and to execute such other documents as may be required in connection with the grant.

Section 4. The Commission has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinances applicable to the Additional Improvements and to Federal and State grants and loans pertaining thereto.

Adopted this the 22nd day of August, 2024.

/s/ Lindsey Griffin
Chair

ATTEST:

/s/ Ferrell Blount
Secretary

APPROVED AS TO FORM:

/s/ Phillip R. Dixon
General Counsel

**RESOLUTION RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A
RESOLUTION PROVIDING FOR THE REIMBURSEMENT TO THE GREENVILLE
UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH CAROLINA,
A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH CAROLINA,
FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR THE
EXPENDITURE OF FUNDS FOR CERTAIN IMPROVEMENTS TO THE COMBINED
ENTERPRISE SYSTEM**

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System;

WHEREAS, Section 1.150-2 of the Treasury Regulations prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has identified certain improvements (the "Additional Improvements") to the Combined Enterprise System that have been and must be funded from available funds pending reimbursement from the proceeds of Debt to be issued for such purposes;

WHEREAS, the Additional Improvements consist of a peaking generators project and a substation project; now, therefore,

BE IT RESOLVED BY THE GREENVILLE UTILITIES COMMISSION as follows;

1. The City is hereby requested to give favorable consideration to and pass the proposed resolution, which resolution (the "Reimbursement Resolution") effectively would provide for the reimbursement to the Commission from the proceeds of one or more Debt financing(s) (estimated to be \$16,300,000) for certain expenditures for the Additional Improvements made not more than 60 days prior to the adoption of the Reimbursement Resolution, the Commission having determined that such adoption will be in the best interests of the Combined Enterprise System.

2. This resolution shall take effect immediately upon its passage, and a certified copy thereof shall be provided to the City Clerk for presentation to the City Council at its next regularly scheduled meeting.

Adopted this the 22nd day of August, 2024.

/s/ Lindsey Griffin
Chair

ATTEST:

/s/ Ferrell Blount
Secretary

APPROVED AS TO FORM:

/s/ Phillip R. Dixon
General Counsel

RESOLUTION NO. 24-

RESOLUTION DECLARING THE INTENTION OF THE CITY COUNCIL OF THE CITY OF GREENVILLE TO REIMBURSE THE GREENVILLE UTILITIES COMMISSION, OF THE CITY OF GREENVILLE, NORTH CAROLINA, A BODY POLITIC DULY CHARTERED BY THE STATE OF NORTH CAROLINA, FROM THE PROCEEDS OF ONE OR MORE FINANCING(S) FOR CERTAIN EXPENDITURES MADE AND TO BE MADE IN CONNECTION WITH THE ACQUISITION AND CONSTRUCTION OF CERTAIN IMPROVEMENTS

WHEREAS, in accordance with Chapter 861 of the 1991 Session Laws of North Carolina, the Greenville Utilities Commission (the "Commission") has been created for the proper management of the public utilities of the City of Greenville, North Carolina (the "City"), comprising an electric system, a natural gas system, a sanitary sewer system and a water system within and without the corporate limits of the City, (collectively the "Combined Enterprise System") with responsibility for the entire supervision and control of the management, operation, maintenance, improvement and extension of the Combined Enterprise System; and

WHEREAS, Section 1.150-2 of the Treasury Regulations (the "Regulations") prescribes specific procedures which will be applicable to certain bonds, notes or other indebtedness ("Debt") issued by or on behalf of the Commission and the City including, without limitation, a requirement that the City declare official intent to reimburse certain expenditures with proceeds of Debt to be incurred prior to, or within sixty (60) days of, payment of the expenditures to be reimbursed;

WHEREAS, the Commission has determined to pay certain expenditures (the "Expenditures") incurred no more than 60 days prior to the date hereof and thereafter relating to the acquisition and construction of certain improvements (collectively, the "Additional Improvements") more fully described below;

WHEREAS, the Additional Improvements consist of a peaking generators project and a substation project; and

WHEREAS, the City Council of the City has determined that those moneys previously advanced by the Commission no more than 60 days prior to the date hereof to pay such Expenditures are available only on a temporary period and that it is necessary to reimburse the Commission for the Expenditures from the proceeds of one or more issues of Debt;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL as follows:

Section 1. The City hereby declares concurrence with the Commission's intent to reimburse the Commission from the proceeds of the Debt for the Expenditures made with respect to the Additional Improvements no more than 60 days prior to the date hereof and thereafter.

Section 2. Each Expenditure was or will be either (a) of a type chargeable to capital account under general federal income tax principles (determined as of the date of the Expenditures), (b) the cost of issuance with respect to the Debt, (c) a non-recurring item that is not customarily payable from current revenues of the Combined Enterprise System, or (d) a grant to a party that is not related to or an agent of the Commission or City so long as such grant does not impose any obligation or condition (directly or indirectly) to repay any amount to or for the benefit of the Commission or City.

Section 3. The principal amount of the Debt estimated to be issued to reimburse the Commission for Expenditures for the Additional Improvements is estimated to be not more than \$16,300,000.

Section 4. The Commission and the City will make a reimbursement allocation, which is a written allocation by the Commission and the City that evidences the Commission's use of proceeds of the Debt to reimburse an Expenditure no later than 18 months after the later of the date on which such Expenditure is paid or the Project is placed in service or abandoned, but in no event more than three years after the date on which the Expenditure is paid. The City recognizes that exceptions are available for certain "preliminary expenditures," costs of issuance, certain de minimis amounts, (expenditures by "small issuers" based on the year of issuance and not the year of expenditure), and expenditures for construction projects of at least 5 years.

Section 5. This declaration of official intent is made pursuant to Section 1.150-2 of the Treasury Regulations.

Section 6. The resolution shall take effect immediately upon its passage.

Adopted this the ____ day of _____, 2024.

/s/ P.J. Connelly, Mayor

ATTEST:

/s/ Valerie Shiuwegar
City Clerk

Upon motion of Council member _____, seconded by Council member _____, the foregoing resolution was adopted by the following vote:

Ayes:

Noes: _____.

* * * * *

I, Valerie Shiuwegar, City Clerk of the City of Greenville, North Carolina DO HEREBY CERTIFY that the foregoing is a true copy of such much of the proceedings of the City Council of said City at a regular meeting held on _____, 2024 as it relates in any way to the passage of the foregoing resolution and that said proceedings are recorded in the minutes of said Council.

I DO HEREBY FURTHER CERTIFY that proper notice of such regular meeting was given as required by North Carolina law.

WITNESS my hand and the official seal of said City, this ____ day of _____, 2024.

/s/ City Clerk

[SEAL]

REVIEW OF MONTHLY FINANCIAL STATEMENT – JULY 31, 2024 (PRELIMINARY)
(Agenda Item 3)

Key financial metrics for the combined funds for the period ending July 31, 2024.

Operating Cash	\$77,131,448	Days of Cash on Hand	110
Less Current Liabilities	<u>(\$28,681,671)</u>		
Fund Balance	\$48,449,777	Days of Cash on Hand After Liabilities	69

Fund Balance Available for Appropriation: 16.4%

Average Investment Yield: 3.52%

Fund Equity/Deficit After Transfers

	Current Month			Year to Date		
	Actual	Budget	Last Year	Actual	Budget	Last Year
Electric	\$595,700	\$727,633	\$1,328,322	\$595,700	\$727,633	\$1,328,322
Water	\$706,854	\$225,950	\$414,116	\$706,854	\$225,950	\$414,116
Sewer	\$668,889	\$233,214	\$538,342	\$668,889	\$233,214	\$538,342
Gas	(\$473,648)	(\$980,416)	(\$497,978)	(\$473,648)	(\$980,416)	(\$497,978)
Combined	\$1,497,795	\$206,381	\$1,782,802	\$1,497,795	\$206,381	\$1,782,802

Fund Equity/Deficit After Transfers

	Current Month			Year to Date		
	Actual	Budget	Last Year	Actual	Budget	Last Year
Electric	\$595,700	\$1,227,633	\$1,328,322	\$595,700	\$1,227,633	\$1,328,322
Water	\$606,854	\$146,783	\$414,116	\$606,854	\$146,783	\$414,116
Sewer	\$568,889	\$191,547	\$538,342	\$568,889	\$191,547	\$538,342
Gas	(\$473,648)	(\$1,130,416)	(\$497,978)	(\$473,648)	(\$1,130,416)	(\$497,978)
Combined	\$1,297,795	\$435,547	\$1,782,802	\$1,297,795	\$435,547	\$1,782,802

Mr. Jeff McCauley, Chief Financial Officer, provided a presentation on the Preliminary Financial Statement for July 31, 2024. July is the first month of the fiscal year. Therefore, the month to date and year to date numbers are the same.

The weather impact for the month of July 2024 indicated that the July Cooling Degree Days were lower than last year. The July rainfall was approximately 14.3 inches which was higher than last year. The portfolio earned 3.52% for the month of July.

Overall year-to-date results through the end of July remain stable. The Electric Rate Stabilization Reserves are approximately \$14.2 million, and the Gas Rate Stabilization Reserves are \$6.7 million. The Operating Reserves are 110 Days Cash on Hand, and Renewals and Replacements Reserves are approximately \$2.6 million. The Capital Project Funds Reserved for Existing and Future Capital Projects are approximately \$14.6 million.

After discussion, a motion was made by Mr. Cowin, seconded by Dr. Carr, to accept the July 31, 2024, Preliminary Statement. The motion carried unanimously.

CONSIDERATION OF APPROVAL OF AGREEMENTS BETWEEN GREENVILLE UTILITIES COMMISSION AND THE TOWN OF GRIMESLAND (Agenda Item 4)

Mr. Phil Dixon, General Council, stated that both Greenville Utilities Commission and the Town of Grimesland operate sanitary sewer collection systems. The Grimesland system includes an eight inch (8”) in diameter force main between Grimesland and Greenville. Grimesland is

experiencing growth and has requested additional sanitary sewer capacity from the Commission so the additional sanitary sewage can be discharged by Grimesland through its force main to the Commission.

Luke's Landing Subdivision is situated between Grimesland and Greenville and is located adjacent to the Grimesland force main. Such subdivision is being annexed into the City of Greenville and the owners have requested sanitary sewer service from Commission, and the Commission has agreed to provide such service. The developers of Luke's Landing Subdivision plan to construct a Pump Station at the entrance to such subdivision. The Commission desires to connect the Grimesland force main to such Pump Station. With such a connection, it is the desire of the Commission to acquire ownership, operation, and responsibility for the maintenance of the portion of the force main of Grimesland extending from the Pump Station at Luke's Landing Subdivision to the Commission's terminus end point of discharge on the Commission's gravity collection system at Brook Valley Subdivision. Grimesland has agreed to such a connection and such a transfer. The parties have also agreed to explore the possibility and feasibility of the Commission assuming the responsibility for the entire sanitary sewer system of Grimesland.

In return for the transfer of a portion of its force main to Commission, Grimesland is granting authority for Commission to connect Grimesland's force main to the Pump Station at Luke's Landing and is granting the Commission an option to acquire the entire sanitary sewer system of Grimesland. Commission has agreed to pay the outstanding indebtedness owed by Grimesland to the U.S. Department of Agriculture (approximately \$207,000). The value of the force main being acquired by the Commission and the remaining sanitary sewer system of Grimesland far exceeds in value of such payment. Therefore, the following Agreements are determined to be in the best interest of the Commission: 1) Granting additional sewer discharge capacity to Grimesland; (2) Authorizing acquisition of a portion of Grimesland's force main to the Commission; and (3) Authorizing Commission to obtain an option to acquire the remaining portion of the force main and sanitary sewer system of Grimesland over the next eighteen (18) months if such action is deemed to be economically practical and feasible.

Furthermore, the Commission has sufficient capacity to grant to Grimesland additional sanitary sewer capacity and these Agreements will allow the Pump Station at Luke's Landing to serve additional future customers of the Commission. Commission has previously agreed to allow Grimesland to discharge up to 70,000 gallons of sanitary sewer per day through its force main, but Grimesland seeks an additional allocation of 80,300 gallons sanitary sewer capacity per day, or a total of 155,400 gallons per day. It is anticipated that an evaluation of the sanitary sewer system of Grimesland for possible acquisition by the Commission will take no more than eighteen (18) months.

After discussion, a motion was made by Mr. Garner, seconded by Mr. Geiger, to authorize the execution of Agreements between Greenville Utilities Commission and the Town of Grimesland (1) Granting additional sewer discharge capacity to Grimesland; (2) Authorizing acquisition of a portion of Grimesland's force main to the Commission; and (3) Authorizing Commission to obtain an option to acquire the remaining portion of the force main and sanitary sewer system of Grimesland over the next eighteen (18) months if such action is deemed to be economically practical and feasible. The motion carried unanimously.

AGREEMENTS BETWEEN GREENVILLE UTILITIES COMMISSION
AND THE TOWN OF GRIMESLAND

- (1) GRANTING ADDITIONAL SEWER DISCHARGE CAPACITY TO GRIMESLAND
- (2) TRANSFERRING A PORTION OF THE SANITARY SEWER SYSTEM OF GRIMESLAND TO COMMISSION
- (3) GRANTING AN OPTION TO COMMISSION TO ACQUIRE THE REMAINING PORTION OF SUCH SYSTEM

THESE AGREEMENTS BETWEEN GREENVILLE UTILITIES COMMISSION AND THE TOWN OF GRIMESLAND (1) GRANTING ADDITIONAL SEWER DISCHARGE CAPACITY TO GRIMESLAND, (2) TRANSFERRING A PORTION OF THE SANITARY SEWER SYSTEM OF GRIMESLAND TO COMMISSION, and (3) GRANTING AN OPTION TO COMMISSION TO ACQUIRE THE REMAINING PORTION OF SUCH SYSTEM are made and entered into on this the _____ day of _____, 2024, effective at 12:01 a.m. on the _____ day of _____, 2024, by and between GREENVILLE UTILITIES COMMISSION of the City of Greenville, Pitt County, North Carolina, a body politic duly chartered by the State of North

Carolina, P.O. Box 1847, 401 South Greene Street, Greenville, Pitt County, North Carolina 27835-1847 (hereinafter referred to as "COMMISSION"), and the TOWN OF GRIMESLAND, a North Carolina municipal corporation in Pitt County, North Carolina (hereinafter referred to as "GRIMESLAND").

WITNESSETH:

THAT WHEREAS, COMMISSION was duly chartered by the State of North Carolina for the entire supervision and control of the management, operation, maintenance, improvement, and extension of the public utilities of the City of Greenville, which said public utilities include water and sewer services, both within the corporate limits of the City of Greenville and outside said corporate limits; and

WHEREAS, GRIMESLAND currently operates a sanitary sewer collection system located both within and outside the town limits and extraterritorial jurisdiction (ETJ) limits of GRIMESLAND; and

WHEREAS, GRIMESLAND currently owns and operates an eight-inch (8") diameter force main between GRIMESLAND and its terminus end point of discharge to COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina (hereinafter referred to as "force main"); and

WHEREAS, GRIMESLAND has paid COMMISSION for discharge of up to 70,000 gallons of sanitary sewer per day through such force main to COMMISSION, and COMMISSION has set aside 80,300 gallons of sanitary sewer capacity per day, but GRIMESLAND desires over a period of time to increase the amount of its discharge to 155,400 gallons per day; and

WHEREAS, Luke's Landing Subdivision is situated between GRIMESLAND and the City of Greenville and is located adjacent to such force main, and such subdivision is being annexed into the City of Greenville, and the owners and developers of Luke's Landing Subdivision have requested sanitary sewer service of the COMMISSION, and the COMMISSION has agreed to provide such sanitary sewer service; and

WHEREAS, the owners and developers of Luke's Landing Subdivision plan to construct a Pump Station at the entrance to such subdivision; and

WHEREAS, the COMMISSION desires to connect the GRIMESLAND force main to such Pump Station; and

WHEREAS, it is anticipated that GRIMESLAND will discharge its sanitary sewer (wastewater flow) at that Pump Station as hereinafter provided; and

WHEREAS, the parties desire to enter into an Agreement with respect to the additional sewer discharge to be permitted by GRIMESLAND and to allow for a connection of such force main to such Pump Station at Luke's Landing Subdivision; and

WHEREAS, it is anticipated that if COMMISSION is permitted to connect the GRIMESLAND force main to the Pump Station at Luke's Landing Subdivision, it is desirable for the COMMISSION to take over ownership, operation, and responsibility for the maintenance of the portion of the force main of GRIMESLAND extending from the Pump Station at Luke's Landing Subdivision to its terminus end point of discharge on the COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina; and

WHEREAS, GRIMESLAND has agreed to such a connection and such a transfer; and

WHEREAS, the parties have agreed to explore the possibility of COMMISSION increasing the amount of sanitary sewer discharge permitted by GRIMESLAND to COMMISSION, and to explore the possibility and feasibility of COMMISSION ultimately taking over the responsibility for the entire sanitary sewer system of GRIMESLAND, including such force main; and

WHEREAS, GRIMESLAND desires to discharge its sanitary sewer (wastewater flow) into the Luke's Landing Pump Station and the parties desire to agree that GRIMESLAND'S discharge of such wastewater into the Luke's Landing Pump Station shall be regulated by the COMMISSION at a maximum discharge rate of 325 gallons per minute, except as otherwise agreed among the parties; and

WHEREAS, GRIMESLAND and COMMISSION agree that for and in consideration of the mutual covenants and conditions set forth herein, hereafter GRIMESLAND shall transfer to COMMISSION that portion of its force main extending from the proposed Pump Station at Luke's Landing Subdivision to its terminus end point of discharge on the COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina, and COMMISSION will thereafter own and be solely responsible for the operation and maintenance of such portion of the force main, and GRIMESLAND shall have no liability or responsibility therefore; and

WHEREAS, COMMISSION further agrees to evaluate the feasibility of the COMMISSION taking over sole ownership and responsibility for the operation and maintenance of the remaining portion of the force main extending from the proposed Pump Station at Luke's Landing Subdivision to GRIMESLAND and the entire remaining sanitary sewer collection system (including its vacuum system) of GRIMESLAND located both within and outside the town limits of GRIMESLAND; and

WHEREAS, GRIMESLAND has agreed to assist COMMISSION in this due diligence undertaking with the willful intent by both parties for the COMMISSION ultimately taking over ownership of the entire GRIMESLAND sanitary sewer system if determined to be feasible and

economical and by ultimately consummating a Transfer Agreement between COMMISSION and GRIMESLAND; and

WHEREAS, the parties desire to reduce to writing their agreements with respect thereto.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration passing from each party to the other, receipt of which is hereby respectively acknowledged by each of the parties hereto, GRIMESLAND and COMMISSION do hereby agree each with the other as follows:

1. Per an Interlocal Agreement between the City of Greenville, COMMISSION and GRIMESLAND dated August 21, 1996, and an Amendment No. 1 to said Agreement dated October 14, 1997, COMMISSION has previously reserved 80,300 (67,000 + 13,300) gallons of sanitary sewer capacity per day to GRIMESLAND with a current allocation of 70,000 gallons per day. Upon written request from GRIMESLAND, COMMISSION hereby agrees to grant an additional sanitary sewer capacity allocation to GRIMESLAND of 85,400 gallons per day (for a total allocation of 155,400 gallons per day) (70,000 plus 85,400) to allow GRIMESLAND to provide sewer to new development planned within GRIMESLAND's corporate limits and both within and outside of its ETJ. The costs of such additional capacity allocation shall be calculated by COMMISSION and shall be paid by GRIMESLAND to the COMMISSION at the time of use.

2. GRIMESLAND will allow the Pump Station at Luke's Landing Subdivision to be connected to its existing force main and thereafter will discharge its sanitary sewer sewage into the Pump Station at Luke's Landing Subdivision.

3. As soon as reasonably practicable, GRIMESLAND agrees to transfer ownership, operation, and maintenance of the force main which extends from the Pump Station at Luke's Landing Subdivision to COMMISSION, so that thereafter COMMISSION shall have sole responsibility and ownership of such portion of the force main from the Pump Station at Luke's Landing Subdivision to its terminus end point of discharge on COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina.

4. Contemporaneously with the execution of these Agreements, COMMISSION will pay GRIMESLAND an amount equal to the remaining United States Department of Agriculture debt (approximately \$207,000) on the vacuum collection system and the eight-inch (8") force main that runs from GRIMESLAND to Greenville in order that such system is no longer encumbered. GRIMESLAND will use such funds to retire such debt entirely, and thereafter COMMISSION's ownership of the southern portion of the eight-inch (8") force main for the new Pump Station at Luke's Landing Subdivision to its terminus end point of discharge on COMMISSION's gravity collection system (approximately 21,700 sq. ft. or 4.1 miles) shall be transferred to COMMISSION and solely belong to COMMISSION.

5. COMMISSION will have an option to acquire GRIMESLAND's entire municipal sanitary sewer system at no additional cost if an evaluation of such sanitary sewer system results in determination by the COMMISSION that such acquisition is economically feasible and beneficial to the COMMISSION. The evaluation shall take place no more than eighteen (18) months from the date of the execution of these Agreements and, thereafter, this option shall expire. Should the COMMISSION determine not to exercise the option to acquire GRIMESLAND's entire municipal sanitary sewer system then GRIMESLAND shall not be required to repay COMMISSION the funds set forth in Section 4 of this Agreement.

6. COMMISSION shall own, operate, and maintain all new construction connecting to the portion of the force main extending from Luke's Landing Subdivision to COMMISSION's terminus end point of discharge on the COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina, and all gravity flow extensions from the Pump Station at Luke's Landing Subdivision.

7. GRIMESLAND shall own, operate, and maintain all new construction connecting to the remaining portion of GRIMESLAND's force main and sanitary sewer system extending from GRIMESLAND to Luke's Landing Subdivision.

8. GRIMESLAND agrees that if any violations of any local, state, or federal regulations occur on the force main still owned by GRIMESLAND, GRIMESLAND shall be solely responsible for same, and the COMMISSION shall have no liability or responsibility unless any violation is a result of or caused by the negligence of the COMMISSION. With the exception of such negligence on behalf of the COMMISSION, GRIMESLAND agrees to indemnify and hold harmless the COMMISSION on account of same.

9. COMMISSION agrees that if any violations of any local, state, or federal regulations occur on the portion of the force main from Luke's Landing Subdivision to COMMISSION's terminus end point of discharge on the COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina, COMMISSION shall be solely responsible and GRIMESLAND shall have no liability or responsibility therefore, unless any violation is a result of or caused by the negligence of GRIMESLAND. With the exception of such negligence on behalf of GRIMESLAND, the COMMISSION agrees to indemnify and hold harmless GRIMESLAND on account of same.

10. Following the transfer by GRIMESLAND to COMMISSION of the portion of its force main extending from Luke's Landing Subdivision to its terminus end point of discharge on the COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina,

COMMISSION can fully utilize the hydraulic capacity of the force main from the proposed Pump Station for Luke's Landing Subdivision to its terminus end point of discharge on the COMMISSION's gravity collection system at Brook Valley Subdivision, Greenville, North Carolina, so long as such utilization continues to fully accommodate GRIMESLAND's sanitary sewer allocation as provided in Section 1 of this Agreement.

11. The COMMISSION shall be entitled to connect to the force main in order to provide sanitary sewer service to the proposed development known as Luke's Landing Subdivision and to potential future surrounding development.

12. The parties agree to act in good faith and use their best efforts to affect the goals and terms of these Agreements.

13. No Authority to Bind. The COMMISSION shall have no authority to sign any legal document on behalf of GRIMESLAND, or to bind GRIMESLAND to any contract or agreement, unless such authority is expressly provided in writing by GRIMESLAND.

14. GRIMESLAND agrees to indemnify and save the COMMISSION, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses, including reasonable attorneys' fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of these Agreements by GRIMESLAND, including, but not limited to, the COMMISSION's employees, agents, subcontractors, and others designated by the COMMISSION to perform work or services in, about, or attendant to, the work and services under the terms of these Agreements. The COMMISSION shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by anything other than the negligence of the COMMISSION. Insurance covering these Agreements by the COMMISSION in favor of the COMMISSION shall be provided by GRIMESLAND.

15. COMMISSION agrees to indemnify and save GRIMESLAND, its co-owners, joint venturers, agents, employees, and insurance carriers harmless from any and all losses, claims, actions, costs, expenses, including reasonable attorneys' fees, judgments, subrogations, or other damages resulting from injury to any person (including injury resulting in death), or damage (including loss or destruction) to property of whatsoever nature of any person arising out of or incident to the performance of the terms of these Agreements by COMMISSION, including, but not limited to, GRIMESLAND's employees, agents, subcontractors, and others designated by the COMMISSION to perform work or services in, about, or attendant to, the work and services under the terms of these Agreements. GRIMESLAND shall not be held responsible for any losses, expenses, claims, subrogations, actions, costs, judgments, or other damages, directly, solely, and proximately caused by anything other than the negligence of GRIMESLAND. Insurance covering these Agreements by GRIMESLAND in favor of GRIMESLAND shall be provided by the COMMISSION.

16. Insurance. During the term of these Agreements, both parties, at their sole cost and expense, shall provide commercial insurance of such type and with the following coverage and limits:

a. Workers' Compensation – the parties shall provide and maintain Worker's Compensation Insurance as required by the laws of the State of North Carolina, as well as employer's liability coverage with minimum limits of \$1,000,000 for each accident, covering all parties' employees who are engaged in any work under these Agreements. If any work is sublet, the covered parties shall require the subcontractor to provide the same coverage for any of its employees engaged in any work under these Agreements.

b. General Liability - Commercial Liability coverage written on an "occurrence" basis in the minimum amount of \$1,000,000 per occurrence.

c. Public Officials and Management Liability – Public Officials and Management Liability coverage in the minimum amount of \$1,000,000 per occurrence.

d. Pollution Liability – Although Pollution Liability Insurance coverage is available to GRIMESLAND, GRIMESLAND only assumes liability and only agrees to hold harmless the COMMISSION for a negligent act of GRIMESLAND.

e. Automobile – Automobile Liability Insurance, to include coverage for all owned, hired, and non-owned vehicles used in connection with these Agreements with a minimum combined single limit of \$1,000,000 per accident.

f. Requirements – Providing and maintaining adequate insurance coverage is a material obligation of GRIMESLAND and the COMMISSION. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized to do business in North Carolina by the Commissioner of Insurance. GRIMESLAND and the COMMISSION shall, at all times, comply with the terms of such insurance policies and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing North Carolina laws or these Agreements. The limits of coverage under each insurance policy maintained by GRIMESLAND and the COMMISSION shall not be interpreted as limiting either parties' liability or obligations under these Agreements.

It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to either parties' designee.

g. In addition to providing the insurance coverages listed above, GRIMESLAND will list the COMMISSION as a primary and non-contributory additional insured on all insurance policies. The COMMISSION shall extend to GRIMESLAND additional insured status on its General Liability and Automobile Liability Insurance coverages.

17. Governing Law. These Agreements shall be governed by the laws of the State of North Carolina.

18. Severability. If, during the term of these Agreements, it is found that any specific clause of these Agreements is illegal under federal or state law, the remainder of these Agreements not affected by such ruling shall remain in full force and effect.

19. It is expressly agreed that any contracts for repairs, construction, or upgrades must be approved by GRIMESLAND.

IN TESTIMONY WHEREOF, each party has caused these Agreements to be executed by its duly authorized representative on the date set forth above by its duly authorized officials for the purposes herein expressed in duplicate originals, one of which shall be retained by each of the parties hereto.

GREENVILLE UTILITIES COMMISSION

TOWN OF GRIMESLAND

By: _____
/s/ Anthony C. Cannon
Title: General Manager/CEO
(Authorized Signatory)

By: _____
/s/ Eleanor Farr
Title: Mayor
(Authorized Signatory)

Date: _____

Date: _____

Attest: _____

Attest: _____

Name (Print): /s/ Amy Wade

Name (Print): /s/Jaime Moles

Title: Executive Secretary

Title: Town Clerk

Date: _____

Date: _____

(OFFICIAL SEAL)

(OFFICIAL SEAL)

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public for the aforesaid County and State, do hereby certify that Amy Wade personally appeared before me this day and acknowledged that she is the Executive Secretary of Greenville Utilities Commission, and that by authority duly given and as an act of Greenville Utilities Commission, the foregoing instrument was signed in its named by Anthony C. Cannon, General Manager/Chief Executive Officer, sealed with its official seal, and attested by herself as its Executive Secretary, all pursuant to the authority of the Board of Commissioners of Greenville Utilities Commission.

WITNESS my hand and notarial seal, this the _____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

NORTH CAROLINA
PITT COUNTY

I, _____, a Notary Public for Pitt County, North Carolina, certify that Jaime Moles personally appeared before me this day and acknowledged that she is

the Town Clerk to the Town of Grimesland, North Carolina, and that by authority duly given and as the act of the Town Council of the Town of Grimesland, North Carolina, the foregoing instrument was signed in its name by its Mayor, sealed with an official seal, and attested by her as its Town Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2024.

NOTARY PUBLIC

My Commission Expires: _____

APPROVED AS TO FORM AND LEGAL CONTENT:

By: _____
/s/ Phillip R. Dixon

Title: General Counsel

Date: _____

By: _____
/s/ E. Keen Lassiter

Title: Town Attorney

Date: _____

RECOMMENDED APPROVAL TO PURCHASE A 10 MW PEAK SHAVING GENERATOR PLANT AT MACGREGOR DOWNS SUBSTATION (Agenda Item 5)

Mr. John Worrell, Director of Electric Systems, introduced Mr. John Powell, Substation Control Engineer, to provide information about the project. Mr. Powell stated that Capital Project ECP-10264 was created with a budget of \$13.375 M. Its purpose is to provide funding to build a 10 MW Peak Generator Plant at the MacGregor Downs Rd/Greenville 230 West Substation Site. This 10 MW site (expandable to 20 MW total) will provide a monthly billing reduction in our wholesale power cost of approximately \$212,000.00. The annual savings will be approximately \$2.5 M. These units will be natural gas and will provide revenue for GUC's gas department.

The MacGregor Downs Rd/Greenville 230 West site provides an opportunity to centrally locate multiple generators. As existing generating assets are replaced, they can be relocated at this site to reduce maintenance expenses and response times. Redundancy in equipment will be provided by locating the plant on GUC owned property rather than in customer owned premises.

The past 4 peaking generators of this size have been Caterpillar units provided by Gregory Poole. Gregory Poole and Caterpillar have worked extremely well to keep lead times short and to advance the project schedules whenever possible. Our staff requests to purchase (5) 2 MW Generators from Gregory Poole at a price of \$1.765M per unit for a total of \$8.825M. Staff requests to purchase through a cooperative purchasing program that allows us to utilize contract pricing derived through a competitive government bidding process. Current lead times on the equipment have dropped from 74 weeks at last purchase to 52 weeks.

Future purchases to complete this project include switchgear, transformers, and cable. GUC will purchase these items through the regular bidding process. GUC will be responsible for the installation of switchgear, transformers, generator foundations, and conduit/cable.

After discussion, a motion was made by Mr. Garner, seconded by Mr. Geiger, to authorize the General Manager/CEO to sign a contract for purchase of the generators through the Sourcewell cooperative purchasing program from Gregory Poole Power Systems in the amount of \$8.825M. The motion carried unanimously.

GENERAL MANAGER'S REPORT (Agenda Item 6)

1. Informational Reading

Bids, Statistical Data Report, Sewer Spill Tracking Report, Load Management Report, and PGA Report were provided.

The Bids awarded by the General Manager/CEO during the past month was reported for information:

GREENVILLE UTILITIES COMMISSION

TABULATION OF BIDS RECEIVED

ONE (1) NEW NIFTYLIFT TOWABLE BOOM MANLIFT
JUNE 25, 2024 @ 3:00 PM

VENDORS	DELIVERY TIME (WEEKS)	TOTAL
Evergreen Specialty Services	36	\$48,250.00*

* Indicates recommended award based on the lowest responsible, responsive bid.

FIBERGLASS & CONCRETE PADS
JUNE 27, 2024 @ 2:00 PM

VENDORS	DELIVERY (WEEKS)	TOTAL
Wesco Distribution, Inc. (Bid #1)	2-27	\$366,106.60*
Wesco Distribution, Inc. (Alt. Bid #2)	2-27	\$366,161.80
Border States Electric	4-16	\$443,396.00(1)

* Indicates recommended award based on the lowest responsible, responsive bid.

(1) Indicates all items were not quoted.

LOAD BREAK ELBOWS, RECEPTACLES, PRIMARY AND UG TERMINATORS,
JUNCTIONS, LOAD BREAK INSERTS, ELBOW AND
PARKING STAND ARRESTERS AND ELBOW SEAL KITS
JULY 18, 2024 @ 2:00 PM

VENDORS	DELIVERY (WEEKS)	TOTAL
Wesco Distribution, Inc. (Bid #1)	1-38	\$252,454.60*
Wesco Distribution, Inc. (Alt. Bid #2)	1-38	\$259,421.85
Border States Electric	4-42	\$274,489.75

* Indicates recommended award based on the lowest responsible, responsive bid.

RISER POLE ARRESTORS
JULY 23, 2024 @ 2:00 PM

VENDORS	DELIVERY (WEEKS)	TOTAL
Wesco Distribution, Inc.	2-3	\$27,105.00*
Border States Electric	18	40,385.00

* Indicates recommended award based on the lowest responsible, responsive bid.

2. Key Performance Indicators (KPIs)

The Corporate KPI report was provided.

3. Commendations

Mr. Scottie McKinney sent a message through CSR Team mailbox to compliment Jacob Roberti and Adam Wilson, Gas Service Specialists I, for providing excellent customer service while investigating a gas leak at his residence. Mr. McKinney stated that Jacob and Adam were very friendly, and professional in assuring him and his wife that all was well with their gas. Most importantly, he appreciated their prompt response and great customer service.

4. Other

- A Former Commissioner Dinner is scheduled for 6:00 p.m. on October 1, 2024, at Brook Valley Country Club.
- A Governance Workshop is being planned with the tentative dates of January 9, 2025, and January 10, 2025.
- The GUC and City of Greenville Joint Pay and Benefits Committee meeting is scheduled for September 5, 2024.
- A Joint GUC Board of Commissioners and City of Greenville City Council Meeting is scheduled for September 23, 2024.

BOARD CHAIR'S REMARKS/REPORT (Agenda Item 7)

Chair Griffin stated how impressive it is that GUC is constantly receiving awards and recognizing their employees.

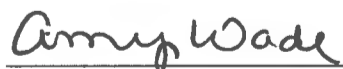
BOARD MEMBER REMARKS

Several Commissioners expressed they were impressed by the dedication of GUC employees and the number of awards that GUC receives along with the care that taken by the board to look into the future of the community.

Chair Griffin announced the next Regular Board Meeting is scheduled for September 19, 2024 at 12:00 noon.

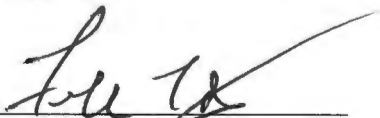
There being no further business to come before the Board of Commissioners, Chair Griffin adjourned the meeting at 12:51 p.m.

Respectfully submitted,



Amy Wade, Executive Secretary

APPROVED:



Ferrell L. Blount III, Secretary