

## AGREEMENT

COPY

Bumberg No. 6208

EXHIBIT

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This Agreement, made this the 10<sup>th</sup> day of June, 2002, by Bertie County (hereinafter "Bertie"), Bertie County Water District II (hereinafter "District") and the Town of Windsor (hereinafter "Windsor");

WITNESSETH that whereas:

A. Bertie is a county in the State of North Carolina, and Windsor is a municipality with both entities being body politics duly created under the laws of the State of North Carolina;

B. District is a Water District created by the Bertie County Board of Commissioners pursuant to N.C.G.S. Chapter 162A, Article 6;

C. Bertie County is one of the poorest counties in the State of North Carolina;

D. Windsor is the county seat of Bertie County;

E. The citizens of Bertie and Windsor would greatly benefit from an increase in employment opportunities within said County;

F. The North Carolina Department of Corrections has agreed to build a 1,000 cell high security prison in Bertie County, which will employ at least 415 people having salaries ranging from \$17,854.00 per year to a possible high of \$125,341.00, if sufficient land is donated to it on which to build such a prison;

G. Of said 415 jobs, at least 400 of them could easily be filled by citizens of Bertie County, who could earn starting salaries between \$17,854.00 to \$33,827.00 and which could significantly increase over that as experience was gained by employees at said prison;

H. Bertie and Windsor are authorized by the General Assembly of the State of North Carolina to acquire land for the public purpose of deeding the same to the North Carolina Department of Corrections for the siting and building of a prison;

I. Windsor wishes to enter into a joint agreement with Bertie County for the purpose of securing the location of said prison within the County in order to support job opportunities for the citizens of Bertie and Windsor and in order to provide utilities for the prison project.

J. The service area of the District contains the site which is proposed for location of said prison, and Windsor agrees that District may supply water to the prison site.

K. Windsor wishes to contribute to the purchase price of the proposed prison site for the benefit of its citizens under the terms hereinafter set forth; and

L. Bertie, Windsor, and the District have agreed upon the terms hereinafter set forth for the selection of land to be used as a prison by the North Carolina Department of Corrections and for reimbursement to be paid to the public treasuries of Bertie and Windsor for the initial outlay used to secure the site for said prison and to furnish utilities thereto.

NOW, THEREFORE, in consideration of the premises, the parties covenant, contract, and agree as follows:

1. If Bertie and Windsor purchase the site presently proposed and preferred by the North Carolina Department of Corrections, which is within the District, for the purposes of subsequently conveying the same to the North Carolina Department of Corrections, Bertie and Windsor each will contribute one-half (1/2) of the total purchase price including closing costs to Bertie and Windsor, less any amount subsequently received from sale of timber on the property. Said sum will be paid at the time of closing.

2. Bertie and Windsor agree that, as soon as they acquire title to the prison site, Windsor shall annex the property, and that annexation shall be completed prior to transfer of the prison site to the North Carolina Department of Corrections. Windsor agrees to proceed as quickly as possible to annex the property.

3. After the site presently proposed for the siting of said construction is annexed within the Town of Windsor, the District will be the exclusive provider of water, through its facilities, to the prison during the lifetime of the prison. Windsor will otherwise provide to the site all other utilities which Windsor is entitled by law to supply as a municipal provider of utilities.

4. When the prison is completed and the parties hereto are supplying the utilities to the new prison site as agreed upon hereinabove, the parties will monthly deduct ten percent (10%) of the gross revenue for each utility and shall equally divide the same with Windsor receiving five percent (5%) and Bertie receiving five percent (5%) of the said gross revenues, which monies will be applied to the net purchase price of the proposed facility including the closing costs and applied to the net cost of each party in establishing each utility service to the prison. Said amount shall be deducted monthly. Net purchase price and net cost shall mean the gross price and gross cost less any amounts received from sale of timber, any

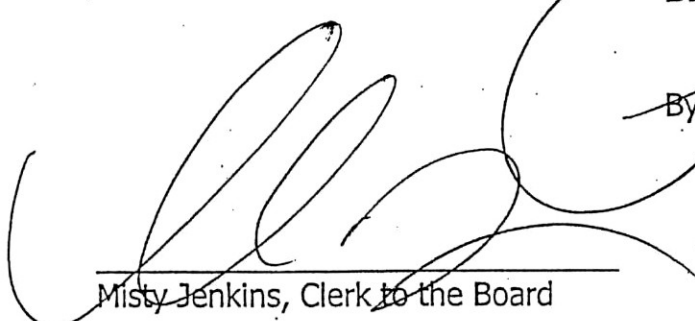
amounts received as grants and any other amounts received from non-revenue sources of Bertie or Windsor. The parties hereto recognize that Bertie County may spend more money than the District or Windsor or visa versa, and this monthly deduction will continue until said purchase price, including closing costs, and the net costs of establishing each utility service are paid in full.

5. After the aforesaid net price and net costs have been paid in full pursuant to paragraph 4 above, the obligation of Windsor and Bertie to monthly deduct ten percent of the gross revenue for each utility shall cease. Windsor and Bertie then will monthly deduct one percent of the gross revenue for each utility, which monies will be applied towards an economic development fund to be administered by a joint Windsor and Bertie board for the benefit of the citizens of Windsor and Bertie. This board shall consist of four representatives selected by the Bertie County Commissioners and three representatives selected by the Town of Windsor Commissioners. The joint board shall be initially selected within 60 days after the net purchase price and net costs of establishing each utility has been paid in full, and shall continue in existence as long as there are monies remaining in the fund collected from said monthly contributions. The monthly contributions of one percent of the gross revenue for each utility shall continue for the duration of the life of the prison; however, if at any point in time either Windsor or Bertie no longer provides any utility service at all to the prison, then at that point there shall be no obligation of the other party to contribute one percent of its gross proceeds from the operation of any utility serving the prison. Windsor and Bertie shall jointly collaborate in organizing the board and developing the operating rules of the board for administering the fund.

IN TESTIMONY WHEREOF the parties hereto have caused this instrument to be executed in three (3) original counterparts, one of which is retained by each of them with Bertie County executing this Agreement after approval of its Board of Commissioners at a regularly scheduled meeting, with the Bertie County Water District II executing this Agreement after approval of its Board at a regularly scheduled meeting, and the Town of Windsor executing this Agreement after approval of its Commissioners at a regularly scheduled meeting.

**BERTIE COUNTY**

By:  (SEAL)  
Patricia D. Ferguson, Chair

  
Misty Jenkins, Clerk to the Board