

NORTH CAROLINA  
HAYWOOD COUNTY

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MOU”), between the Town of Canton, a municipal corporation (the “Town”), and Haywood County, North Carolina, a body politic and corporate and a subdivision of the State of North Carolina (the “County”) the Haywood County Tourism Development Authority, a North Carolina Public Authority (the “HCTDA”) for the funding of the study of the Pigeon River for recreational access and a community asset for both visitors and residents:

1. Pigeon River: With the closure of the Pactiv Mill in the summer of 2023 and the improvement of the river quality downstream from Canton, this study will assess and design potential access points along the Pigeon River to reintroduce the river as a recreational, economic and a cultural identity for the community.
2. HCTDA: The HCTDA is currently conducting a Tourism Master Plan and Destination Branding for Haywood County with DCI, Tourism Impact Services, Nichols Tourism Group, Destination Consultancy Group and Alta who are experienced in strategic planning, economic development, and environmental stewardship.

The HCTDA, through their consultants, has offered to prepare a Pigeon River Access Study for both public owned lands and other sites to offer outdoor recreational opportunities along the Pigeon River. The study will provide estimated cost and conceptual renderings to enhance recreational utilization in the amount of \$40,000.

3. Responsibility of the County: The County will pay for costs not to exceed \$19,900 of the total cost as outlined in Exhibit “A” Pigeon River Access Study.
4. Responsibility of the Town: The Town will pay for costs \$10,000 of the total cost as outlined in Exhibit “A” Pigeon River Access Study.
5. Responsibility of the HCTDA: The HCTDA will provide oversight and management of the consultants and pay for cost in the amount of \$10,100 outlined in Exhibit “A” Pigeon River Access Study.
6. Assignment: This MOU may not be assigned by either party to fulfill its obligations without the written consent of the other parties.
7. Administration for the Memorandum of Understanding: The persons named below shall be administrators for the respective parties and shall be the contact person(s) for matters relating to the administration of this MOU. Either party may change its administrator, address, or telephone number by written notice to the other party.

Town of Canton:	Nick Scheuer
Haywood County:	David Francis
Haywood County TDA:	Corrina Ruffieux

8. Notice: Any written notice required or allowed by this MOU to either the Town, the County or the HCTDA shall be deemed delivered on the third calendar day from the date of mailing (whether or not delivered) when mailed by certified or registered mail postage prepaid and deposited in the United States mail properly addressed to the parties as follows:

Town of Canton: Nick Scheuer, Town Manager  
Town of Canton  
85 Summer St  
Canton, NC 28716

Haywood County: Bryant Morehead, County Manager  
Haywood County  
215 N. Main Street  
Waynesville, NC 28786

Haywood County TDA Corrina Ruffieux, Executive Director  
91 North Lakeshore Drive Suite2  
Lake Junaluska, NC 28745

- 9 Entire Agreement, Modification, Binding Effect: This MOU constitutes the entire MOU of the parties and supersedes any prior MOU(s), understanding or negotiations, written or oral. This MOU may not be modified or amended except in writing, and such modification(s) and/or MOU(s) must be signed by both parties hereto. This MOU shall be binding upon and inure to the benefit of the Town of Canton, Haywood County and Haywood County TDA
- 10 Governing Law: This MOU shall be governed by the laws of the State of North Carolina.
- 11 Effective Date: This MOU shall become effective upon its signing by all parties.
- 12 Originals: The Town, the County and HCTDA each have caused this MOU to be executed by their duly authorized representatives as of the date set forth below and in triplicate originals, one of each to be retained by each of the parties

Town of Canton: By: \_\_\_\_\_  
Nick Scheuer, Town Manager Date

Haywood County: By: \_\_\_\_\_  
Bryant Morehead, County Manager Date

Haywood County TDA: By: \_\_\_\_\_  
Corrina Ruffieux, Executive Director Date

