

COLUMBUS COUNTY
BOARD OF COMMISSIONERS
MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 111 Washington Street, Whiteville, NC, at 7:45 A.M, , October 2, 1995, for the purpose of holding a second public hearing in regards to a Community Development Block Grant in the amount of \$462,800 to be used for the expansion of the Whiteville Plywood Plant.

BOARD MEMBERS PRESENT:

Sammie Jacobs, Chairman

Lynwood Norris, Vice Chairman (Arrived at 7:50 A.M.)

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

C. W. Williams

C. E. "Gene" Wilson

James E. Hill, Jr. Attorney
(Arrived at 7:55 A.M)

Dempsey B. Herring
Interim County Administrator

Ida L. Smith, Clerk to Board

Chairman Sammie Jacobs called the public hearing to order. The Chairman stated the purpose of a second public hearing is to receive views and opinions from the citizens in regards to an application approval for a Community Development Block Grant for the expansion of the Whiteville Plywood Plant.

Chairman Jacobs requested anyone who wished to comment to state their name.

There were no comments from the public.

PUBLIC HEARING CLOSED

A motion was made by Commissioner Gray, seconded by Commissioner Williams and passed unanimously to close the public hearing at 7:50 A.M.

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REGULAR SESSION

At 8:00 A.M., Chairman Jacobs called the regular scheduled meeting to order and Ed Worley, Aging Director, gave the invocation.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Britt, seconded by Commissioner Williams and passed unanimously to approve the Minutes of the September 18, 1995, Board Meeting, as recorded.

CONSENT AGENDA ITEMS APPROVAL

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to approve the consent agenda items.

Tax Releases:

The tax listings are released or cancelled as follows:

James Sylvester Bowens: Double-wide mobile home double-listed on 15-03730, Sherry & James Bowens, on map Y-3-63. Amount \$292.14, valuation \$26,380, year 1995, account #15-03660.

Spruell & Johnny Britt: B-3-30, double-listed to Alan Small on #10-15522. Amount \$45.76, valuation \$5,200, year 1995, account #10-01261,

Morris & Betty Bullock: F-5-54F, rebilled to Robert Moore, Jr., on 12-19247. Amount \$14.08, valuation \$1,600, year 1995, account #12-04660.

Samuel Claude & Elsie Burroughs: I-10-2, combined with I-10-5, same name. Amount \$25.20, valuation \$3,000, year 1995, account #09-02220.

Tom Ray Carroll: X-3-201, double-listed on #15-09009, Tom Carroll, Jr. Amount \$41.36, valuation \$4,700, year 1995, account #15-09000.

Jerry Linwood & Sara Cartrette: WH-1-321, rebilled to Charles H. Lytle, Jr., on account 01-54703. Amount \$304.00, valuation \$33,500, year 1995, account #01-13460.

Dewey Herman & Linda Faye Dowless: K-3-12, 137.64 acre tract, all woods. Amount \$88.88, valuation \$10,100, year 1995, account #14-04440.

Vicky Lynn Fipps: Mobile home double-listed to Harold

Fipps on 13-12920. Amount \$85.25, valuation \$5,740, year 1995, account #01-02657.

Glenn F. & Adaline Formyduval: N-11-24K, 83/100 acre undeveloped/woodland. Amount \$19.78, valuation \$2,300, year 1995, account #03-07580.

Frank Horne Construction Company: A-2-17A, already billed on receipt #1192, same tract. Amount \$317.68, valuation \$36,100, year 1995, account #10-09134.

Dale & Emma Gerald: 1989 mobile home, double-listed on real property, also on personal property. Amount \$158.44, valuation \$12,620, year 1995, account #06-13773.

A. M. Godwin: H-1-1, no buildings. Vacant tract. Amount \$581.44, valuation \$59,800, year 1995, account #05-02440.

Golden Thimble (The): Personal Property (machinery valuation \$343) is not in the Brunswick Fire District but in the Town of Brunswick. Amount \$.24, valuation \$343, year 1995, account #01-95243.

Samuel J. Gore Etal: K-8-51, vacant tract/wood land. Building is located on K-8-51D and billed to Ralph Delane & Phyllis Fowler on 03-08064. Amount \$815.19, valuation \$93,700, year 1995, account #03-08780.

Helen Grice: Mobile home double-listed to her on #15-04445, Helen Britt, map X-5-27. Amount \$415.52, valuation \$40,400, year 1995, account #15-16773.

Fannie Griffin: House on F-8-19, billed incorrectly with \$37,600 valuation; should be \$28,100. Amount \$80.75, valuation \$9,500, year 1995, account #13-16824.

Johnnie Jesse Griffin & Wife: F-8-19A, billed incorrectly with valuation of \$28,100, S.C. Exemption, rebilled with \$37,600 S.C. Exemption. Amount \$170.04, valuation \$13,100, year 1995, account #13-16800.

Robert L. & Wanda Faye Hilbourn: Do not own mobile home (1985 Redman 14 x 60). Mobile home rebilled to Robert Delane Hilbourn on #03-11110. Amount \$100.69, valuation \$5,140, year 1995, account #03-11113.

Avis Colleen Jordan: Mobile home was sold 3-14-94 and

moved out of Columbus County prior to 1-1-94. Amount \$153.52, valuation \$10,900, year 1995, account #01-49034.

William Winslow & Elizabeth Phipps: G-12-15A, house vacant; also house billed on incorrect building code. Amount \$119.84, valuation \$6,800, year 1995, account #06-29100.

Luke Roger, Sr. & Mary Russ: J-10-24D, double-wide mobile home rebilled to Roy D. Jones on #09-15989 as leasehold on J-10-24F. Amount \$278.40, valuation \$28,000, year 1995, account #09-25204.

Leroy & Rhonda Sellers: Mobile home double-listed. Amount \$23.76, valuation \$3,300, year 1993, account #03-25864.

George Marvin Smith: J-5-55A, not in North Whiteville Fire District. Amount \$25.00, year 1995, account #01-85077.

Ernest R. Spaulding: Failed to get Senior Citizen's exemption on Lot & House M-2-114. Amount \$129.00, valuation \$15,000, year 1995, account #14-15143.

United States of America: F-8-5, USA/FHA acquired property on 8/16/94. Tax exempt for year 1995. Amount \$364.08, valuation \$36,200, year 1995, account #09-34888.

D.W. & Deliah (Wright Heirs): H-10-110, green houses dismantled prior to 1-1-95. Amount \$240.24, valuation \$30,800, year 1995, account #09-34980.

Releases (2% Discount - 1995):

<u>Name</u>	<u>2% Discount</u>	<u>Account #</u>
Mary W. Cartret	\$ 18.80	07-01620
Harry Lee & Mary Lee Lennon (Heirs)	5.48	12-15300
Dinah Murphy	1.07	01-64300
Dinah Reaves	2.07	04-13420
Clarence & Letitia Sharp	6.94	01-81501
Liston & Mona Faye Soles	1.53	13-37380
Son Fish Corp. (Tops & Bottoms)	1.94	01-87365
W. Paul & Bernice Stephens	11.91	09-29440
Chester W. & Marion Stevens	17.65	03-24100
Florence Gertrude Stickland	13.33	16-14280
Taurus, Incorporated	22.36	01-91900
Naomi Ward	9.72	02-01693
William C. & Ann Willoughby	1.86	12-32380
Glenn Yates	11.75	13-45920

Releases (User Fees - 1995):

J.C. Blackwell (Heirs): E-7-79 house vacant	\$ 60.00	16-01060
Nell S. Bullard: House & store on I-2-46, vacant	60.00	05-01140
Robert L. & Edna Cartrette: I-4-45, vacant	60.00	01-13620

Doretha A. Cox: K-13-4, store closed	60.00	09-05080
Patrick Cain Dudney: D-4-20, only 2 houses occupied	60.00	12-06640
Ronald Ellis: No one lives in mobile home	60.00	13-12123
Joanne Formyduval: WH-1-295B, located in town	24.00	01-28887
Mrs. E.M. Gaskins: G-10-39, 1 dwelling vacant	60.00	09-09760
Paul Cevy & Catherine Gore: M-166-55, house vacant	60.00	07-07020
William Edwin & Kathleen Hobbs: Q2-15, house moved	60.00	08-09040
Tony & Frances Inderlin: L-2-7, house vacant	60.00	14-07163
Earl McKeithan: CH-4-105, only 2 apartments occupied	72.00	13-25940
Annie Jo Norton: E-7-111, house vacant	60.00	16-12045
Margie Soles: L-8-32, dwelling vacant	60.00	03-23320
Phillip R. & Jeanette Strickland: D-8-23, vacant	60.00	16-15088
Mrs. B.S. Thompson: WH-3-592, 3 apartments occupied/town	72.00	01-93140
Hugh D. & William Vance, Sr.: Building #2, vacant J7A-14	60.00	01-98410
Hugh D. Vance: K-8-57, vacant	60.00	03-25660
W.T., Sr. & Annie Vance: K-8-57A, House #2, vacant	60.00	03-25666

Tax Refunds:

Ordered: that a refund check be issued to Annie Cribb, 560 Woodrow Cribb Road, Clarendon, NC 28432, in the amount of \$58.80, for year 1995. H-9-52, one house vacant. All taxes paid in August, 1995. Account #09-06400.

Ordered: that a refund check be issued to Kenneth Gore, 923 Sanders Street, Tabor City, NC 28463, in the amount of \$9.85, for year 1995. Mobile home is not in the Yam City Fire District - located in Town. Taxes paid in August. Account #06-14748.

Ordered: that a refund check be issued to Daniel J. Gore (Gore Trailer Mfg., Inc.), 305 Gore Trailer Road, Whiteville, NC 28472, in the amount of \$58.80, for year 1995. Waste collected by private hauler. Account #03-08800.

Ordered: that a refund check be issued to Daniel J. & Janice W. Gore, 305 Gore Trailer Road, Whiteville, NC, 28472, in the amount of \$176.40, for year 1995. Account numbers, 03-08940 and 03-08760.

Ordered: that a refund check be issued to Charles Ray Mercer, 504 Crabapple Lane, Lake Waccamaw, NC 28450, in the amount of \$116.89, for year 1995. Licensed camping trailer already billed

on DMV list Account #1995-00682. Taxes paid in August. Account #11-17180.

Budget Amendments:

Accept 10-348-0103 Criminal Justice Aid (Additional Funds)	\$ 1,000.00
Expend 10-510-0400 Professional Services	1,000.00
Appropriate 72-399-0000 Fund Balance (Renovations to Tax Office to store maps for E-911 from 1994-95 Budget)	15,053.00
Expend 72-525-7400 Capital Outlay	15,053.00
Accept 10-335-0000 Miscellaneous Revenue	3,500.00
Expend 10-606-6000 Farm Family Celebration	3,500.00
Decrease 12-609-0300 Temporary & Part-time Salaries	(34,070.00)
Expend as follows:	
Increase 12-606-0300 Temp. & Part-time Salaries	30,000.00
Increase 12-610-1600 Maintenance	70.00
Increase 12-618-3200 Office Supplies	4,000.00

AIRPORT - LOCAL COMMITMENT OF FUNDS FOR EXPANSION

Rhone Sasser, Chairman of the Columbus County Airport Commission, requested the Board to reserve \$150,000 for a grant match for the renovations of the airport runway and acquisition of land for lengthening the runway to 5,500 feet. This amount will be used to match an appropriation of \$900,000 from the N.C. Department of Transportation Aviation Division.

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve reserving \$150,000 from the Economic Development Initiative funds, that were allocated to the County by the State Legislature, to be used for the match for the airport project expansion.

AGING - APPROVAL TO SECURE GRANT

Mr. Ed Worley, Aging Director, requested approval from the Board to seek a grant through the Cape Fear Council of Governments in the amount of \$6,344.00, for health promotion, which requires a 10% match which can be absorbed within the Aging Department with no additional cost to the County.

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to grant permission to Ed Worley, Aging Director, to apply for a Grant through the Cape

Fear Council of Governments in the amount of \$6,344.00, for health promotion, with the 10% matching funds to be absorbed with the Aging Department Budget.

RESOLUTION - WELFARE REFORM

A motion was made by Commissioner Gray, seconded by Commissioner Dutton and passed unanimously to adopt the following Resolution:

RESOLUTION FOR WELFARE REFORM

WHEREAS, all able-bodied and able-minded individuals should be afforded the dignity of working for a living to support themselves and their families; and

WHEREAS, all levels of government are committed to the reformation of the existing systems of public assistance into work based programs; and

WHEREAS, information of the welfare system must begin with recognition and enforcement of the individual's responsibility to work and provide for themselves and their families; and

WHEREAS, due to the lack of the desire of the able-bodied on welfare to work has created more hardships on both the system and prudent employers who need able-bodied persons to work; and

WHEREAS, employers in the farming industry and related industries have to depend on migrant labor, whether legal or illegal; and

WHEREAS, local able-bodied persons refuse local jobs with the intent of living off the welfare system in a county causing the influx of vast numbers of migrants who create an additional strain and burden on local resources in the welfare system; and

WHEREAS, the system becomes abused by seasonal labor workers and their families who fail to give accurate information to the local welfare system; and

WHEREAS, the lack of accurate information, both from the employer side as well as the individual who is applying for welfare benefits in migrant cases, reflects poorly on the system's ability to give fair treatment to all applicants; and

WHEREAS, the added burden of migrant benefits as well as

the non-desire of those local able-bodied persons to fill jobs taken by migrants have made the financial resources of local government unbearable; and

WHEREAS, when the able-bodied refuse local jobs and outside labor is brought in the county and their support system continues to be drained by the loss of taxing revenue; and

WHEREAS, the legitimate needs of citizens and fairness to all hard working, responsible citizens who diligently pay their way through the taxing process of the federal, state and local governments are becoming increasingly overlooked and are being overwhelmed due to the lack of control of the welfare system.

THEREFORE, BE IT RESOLVED that the Board of County Commissioners of Columbus County "desperately" urge that its Legislative Delegation, the Governor of the State of North Carolina and the President of the United States, to diligently work toward changes in the present welfare system; and

BE IT FURTHER RESOLVED, that the dignity of work and the worth of the individual be exalted and the fundamental responsibility of the able-bodied to support their families.

AND FURTHER BE IT RESOLVED, that the able-bodied should not be compensated through welfare benefits causing migrant labor to be brought into areas, adding additional benefit burdens on the already strained system.

ADOPTED this the 2nd day of October, 1995.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Sammie Jacobs, Chairman

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

RESOLUTION - U.S. 74-76 DESIGNATED AS AN INDUSTRIAL DEVELOPMENT CORRIDOR

A motion was made by Commissioner Williams, seconded by Commissioner Britt and passed unanimously to adopt the following Resolution:

INDUSTRIAL DEVELOPMENT CORRIDOR

U.S. 74-76 RESOLUTION

WHEREAS, Columbus County is constantly changing with an area

of some nine hundred forty-five (945) square miles, with a population of fifty-three thousand (53,000) persons who desire to live, work and play here; and

WHEREAS, our County has problems, agriculture income is decreasing, our family farms are disappearing, job opportunities for our young people are very limited, with many having to leave the County in order to find employment; and

WHEREAS, the Columbus County Board of Commissioners has given high priority for economic and industrial development; and

WHEREAS, as U.S. Highway 74-76 serves Columbus County's Southeast Regional Industrial Park; and

WHEREAS, U.S. Highway 74-76 runs through Columbus County from Brunswick County on the east to a point near Chadbourn as an inclusive roadway and then divides into two (2) separate highways; and

WHEREAS, upon division, U.S. 74 runs to the Robeson County line and onto the industrialized Charlotte, North Carolina area and U.S. Highway 76 runs into South Carolina through Fair Bluff to the Florence, South Carolina area; and

WHEREAS, the combined U.S. Highway 74-76 is a major connector to Interstate 95; and

WHEREAS, the Columbus County Board of Commissioners is giving high priority to the planning for a better future for Columbus County and its citizens.

NOW, THEREFORE, BE IT RESOLVED, that the Columbus County Board of Commissioners hereby designates U.S. Highway 74-76, where inclusive or separate as an economic and industrial development corridor through Columbus County.

ADOPTED this the 2nd day of October, 1995.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

SAMMIE JACOBS, Chairman

ATTESTED BY:

/s/ IDA L. SMITH, Clerk to BOARD

PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH AND NATIONAL UNITY DAY

A motion was made by Commissioner Wilson, seconded by

Commissioner Williams and passed unanimously to adopt the following Proclamation:

DOMESTIC VIOLENCE AWARENESS MONTH

AND

NATIONAL UNITY DAY - 1995

A PROCLAMATION

WHEREAS, domestic violence has reached epidemic proportions in this country, and abused persons suffer emotional damage, physical harm and even death; and

WHEREAS, according to the FBI and the Medical Association, every fifteen seconds a woman is battered, and battering is often not reported; and

WHEREAS, in 1994-95, the North Carolina Council for Women received reports from sixty-five agencies indicating that more than 24,000 primary victims sought assistance and support from local domestic violence agencies; and

WHEREAS, violence crosses all socioeconomic boundaries - - occurring in rich and poor neighborhoods and involving the unemployed as well as the professional -- and society pays a high price through homelessness, delinquency, increased crime rates, drug and alcohol abuse, and in business losses.

NOW, THEREFORE, WE, THE BOARD OF COMMISSIONERS, of the County of Columbus, does hereby proclaim the month of October 1995, as "DOMESTIC VIOLENCE AWARENESS MONTH," and October 2, 1995, as "NATIONAL UNITY DAY." We further urge citizens to educate themselves about this destructive force in our society and to become a part of the efforts to stop violence in families.

ADOPTED the 2nd day of October, 1995.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ Sammie Jacobs, Chairman

ATTESTED BY:

/s/ Ida L. Smith, Clerk to Board

ORDINANCE - CONCEALED WEAPONS

Dempsey B. Herring, Interim Administrator, presented the Board with a Ordinance regarding the carrying of concealed weapons,

especially handguns with permits, on and in county property and buildings and requested the Board's consideration for adoption.

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to table the Concealed Weapon Ordinance for clarification of what concealed weapons consist of and present to the Board at the next regular meeting for consideration of adoption.

CONTRACT - DSS vs DAVID S. TEDDER, ATTORNEY AT LAW

A motion was made by Commissioner Dutton, seconded by Commissioner Williams and passed unanimously to approve the following Contract:

CONTRACT OF EMPLOYMENT

(Secondary Attorney)

STATE OF NORTH CAROLINA

COUNTY OF COLUMBUS

THIS CONTRACT OF SECONDARY EMPLOYMENT by and between the Columbus County Commissioners (hereinafter referred to as Department); and David S. Tedder, Attorney at Law (hereinafter referred to as Attorney), to provide for the legal services needed by the Columbus County Child Support Agency (hereinafter referred to as Agency).

W I T N E S S E T H

WHEREAS, the Department desires to employ the attorney to provide the legal services needed by the agency upon the following terms:

1. That this contract shall begin December 1, 1994 and will continue through November 30, 1995, unless terminated, renewed, or extended as provided herein.
2. That the Attorney, upon reasonable notice, shall be available for consultation, legal advice, and representation as requested by the Agency on legal matters arising under Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder.
3. That the Attorney agrees to comply with all the

requirements of Article 9, Chapter 110 of the North Carolina General Statutes, Title 42 United States Code, Section 651 et seq., and the regulations promulgated thereunder, regarding the performance of program legal services. These requirements include, but are not limited to, maintaining such records as are required by the Department of Aging, making such records available for federal or state audit if required, and making any financial, statistical, and program progress reports.

4. That the Department agrees to pay the Attorney Sixty Dollars (\$60.00) per hour for the time spent in performing the services required under this Contract. This hourly rate shall encompass all expenses including, but not limited to, those for salary, supplies, office space, heating and maintenance for office space, telephone service, long-distance telephone calls, and travel. That the Attorney is not to be reimbursed for incurring extraordinary expenses incidental to performing the services required under this Contract, with the exception that the Department agrees to pay all court costs and filing fees which are required to be paid in conjunction with the services provided by the Attorney under this Contract.
5. That either party may terminate this Contract with thirty (30) days written notice to the other party.
6. That it is understood and agreed between the Department and the Attorney that the payment of compensation specified in this Contract, its continuation or any renewal or extension thereof, is dependent upon and subject to, the allocation and appropriation of funds to the Department for the purpose set forth in this Contract.
7. That the Department has the option to renew or extend this Contract for additional one (1) year periods, not to exceed two (2) renewals or extensions.

NOW THEREFORE, the parties have executed this Contract

in triplicate originals, one to be retained by the Attorney, one to be retained by the Agency, and one to be filed with the Child Support Enforcement Section of the Department.

By: /s/ David S. Tedder, Attorney at Law

By: /s/ Sammie Jacobs, Chairman

County Board of Commissioners

This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.

By: /s/ Gayle B. Godwin, Finance Officer

AGREEMENT - NATURAL GAS PIPELINE

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to approve the Natural Gas Pipeline Agreement as amended by James E. Hill, Jr., County Attorney.

PIPELINE AGREEMENT

NORTH CAROLINA

COLUMBUS COUNTY

This AGREEMENT made and entered into this 31st day of August, 1995, by and between Columbus County, a political subdivision of the State of North Carolina ("County") and North Carolina Natural Gas Corporation, a Delaware Corporation with its principal office in Fayetteville, North Carolina, ("Company").

W I T N E S S E T H :

WHEREAS, County is involved in developing an Industrial Park located between Whiteville and Chadbourn in Columbus County, North Carolina; and

WHEREAS, County desires to have natural gas available in the Industrial Park to assist with its success and to that end County has planned and created a Natural Gas Pipeline Project in Columbus County, North Carolina to provide natural gas service to the Industrial Park; and

WHEREAS, Company holds a Certificate of Public Convenience and necessity authorizing it to deliver natural gas service in the County and owns and operates a natural gas transmission and distribution system in portions of County; and

WHEREAS, County and Company have developed a project and

received bids to construct a six inch (6") high pressure natural gas pipeline, related regulator stations and other necessary facilities (the "Line") from the Industrial park to existing gas facilities that the Company in Bladen County, in order to provide natural gas service to the Industrial Park; and

WHEREAS, Company has agreed to pay \$400,000 toward construction costs of the Line, has committed to incur up to \$118,341 of additional costs for Company engineering services, company labor for inspections and regulatory applications, plans and permits, and the County has obtained sufficient funds for the costs of the Line in excess of the Company's investment expense.

WHEREAS, the County and Company previously entered into a "Pipeline Operating Agreement" dated June 29, 1994 but due to cost changes, wish to terminate that agreement and enter into this agreement addressing the construction of the Line and providing for the operation of the Line by the Company after it has been constructed.

NOW, THEREFORE, the parties do hereby mutually agree that Company shall operate the Line subject to the following terms and conditions:

ARTICLE ONE: CONSTRUCTION OF NATURAL GAS LINES

County and Company have reviewed the design and location of the Line to the Industrial Park. County hereby affirms that it has approved the design and location of the Line including its location in the Department of Transportation (DOT) right-of-way. The Company affirms that the Line as designed complies with its specifications and safety standards.

- (a) County shall contract for and purchase all pipe to be used in the construction of the natural gas facilities (the Line) from NCNG's existing natural gas pipeline to the Industrial Park. Construction of the Line and the procurement of materials shall be as follows:
- (b) Company shall contract for necessary miscellaneous materials, x-ray inspection, tie-in assembly and the installation of pipe on a unit price basis (starting at Company's existing facilities); however, Company shall not be required to expend more than a total of \$400,000 for materials, x-ray, tie-in assembly and pipe installation for the Line. At its additional expense, Company will absorb up to \$118,341 worth of cost and expenses for preparation of regulatory required applications and plans, encroachment agreements, engineering services at Company's direction, and Company labor for inspections. COMPANY SHALL NOT BE RESPONSIBLE

FOR ANY COST INCURRED IN COMPLETING THIS PROJECT/LINE OVER AND ABOVE A TOTAL OF \$518,341 AS DESCRIBED IN THIS SUB-PARAGRAPH.

- (c) The total cost of the Line is estimated to be approximately One Million, Eight Hundred Twenty-Eight Thousand, Forty One Dollars (\$1,828,041.00). County will be responsible for and fund all cost and expenses of the Line over the amount covered by the Company's maximum contribution set forth in sub-paragraph b above and/or which exceed the total estimated costs of the line. County shall absorb County's internal expenditures, if any, such as approving and supervising this project.
- (d) County and Company will separately contract for the Line as described above, but will not do so without first consulting and coordinating the same with each other. Company will assist County by preparing contract documents (construction agreement, pipe contract, specifications, etc.) for the construction of the line and acquisition of pipe, but such construction and acquisition of pipe contracted for by County shall be the sole responsibility of County.
- (e) Company shall have the right to inspect the work of the contractor to verify that it complies with the approved plans, specifications and standards and its inspector shall have the authority to stop work by the contractor on the Line at any point in the event the inspector observes work which does not comply in his opinion with the plans, specifications and standards.
- (f) The Line shall be located in the DOT right-of-way in compliance with the DOT encroachment agreements which shall be in the name of the County and Company, where appropriate. The route of the Line is generally shown on the map attached hereto as Exhibit A. Any route changes must be approved by the Company.
- (g) County will furnish Company with a certification upon completion of the construction of the Line pursuant to a contract with County that the Line, as constructed, is in compliance with all applicable state and federal rules, regulations, and orders and plans and specifications.
- (h) The location of the interconnection between Company-owned facilities and the County owned Line will be designated by appropriate markers and will be adjusted based on the final cost of the Line allocated to each party.

ARTICLE TWO: OPERATION OF LINE

Company agrees to operate the Line and to furnish natural gas service to end-users located on the Line who qualify for such services and who execute a natural Gas Service Agreement with the Company, all in accordance with the North Carolina Laws relating to natural gas utilities, the Company's General Rules and Regulations, the Company's Rate Schedules and any applicable Orders of the North Carolina Utilities Commission.

ARTICLE THREE: MANAGEMENT AND CONTROL

Company shall have exclusive control of the management and

operation of the Line including the attachment of customers, the type of service to be rendered the customers, the interruption of service to the customers and all other matters and things relating to natural gas service from the Line, all in accordance with applicable Laws and the Company's General Rules and Regulations, Tariffs and Rate Schedules.

Any third parties crossing the Line must sign the standard encroachment agreement Company has in effect at the time request for encroachment is made. The encroachment agreement will be prepared by Company, and signed by Company, the County and the party crossing the Line.

ARTICLE FOUR: MAINTENANCE

Company shall be responsible, at its own expense, for all maintenance on the Line during the term of this Agreement and shall keep the Line in good repair.

ARTICLE FIVE: LIABILITY

Company agrees to indemnify and hold County harmless from any and all liability, suits, judgements, executions, actions, losses, damage, destruction, and costs (including court costs and counsel fees), injury or death occurring as a sole result of Company's control, use or operation of the Line.

ARTICLE SIX: CONTRACT TERM/OPTION

This agreement shall be in effect as provided in Article 14 below and shall continue for a term of forty (40) years. The forty (40) year term shall commence upon acceptance of the Line by Company as provided in Article 14 below. To the extent allowed by applicable law, Company will have the option to purchase the Line and all right-of-way easements and DOT encroachment rights from the County, its successors, grantees or assigns at the end of the forty (40) year term for the price of \$1.00 in hand paid.

ARTICLE SEVEN: ATTACHMENT OF CUSTOMERS

Company shall have the right to attach additional transmission distribution or service lines and other necessary facilities to the Line for the service of natural gas customers along the Line in accordance with Company's responsibility under its Certificate of Public Convenience and Necessity. In the event this Agreement is

terminated for any reason whatsoever, Company shall continue to have the right to operate such additional transmission, distribution, service lines and other necessary facilities and to maintain and operate that portion of the Line which is necessary for such continued natural gas service.

ARTICLE EIGHT: SALE OR OTHER DISPOSITION OF LINE BY COUNTY

If County should sell or otherwise dispose of the Line or if County should be divested of its ownership of the Line, this Agreement shall remain in full force and effect for the remaining term as to the successors, assigns or grantees of County and any transfer of ownership of the Line shall be subject to this Agreement.

ARTICLE NINE: BINDING ON SUCCESSORS AND ASSIGNS

This Agreement shall be binding on and shall inure to the benefit of the successors and assigns of both Company and County.

ARTICLE TEN: REPRESENTATIVES AND WARRANTIES

Company represents and warrants the following:

- (a) Company is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware and is duly qualified to do business in North Carolina, and this Agreement shall be interpreted, performed and enforced in accordance with the laws of the State of North Carolina;
- (b) Company has the full power and authority to enter into this Agreement and to carry out the obligations which it has undertaken in this Agreement;
- (c) The execution of this Agreement and the operation of the Line will not violate any statute, rule, regulation or order of any court, administrative agency or governmental body;
- (d) Company will deliver to County a certificate of its general liability insurance carrier showing its existing coverage for personal injury and/or property damage presently applicable to the Company's operations. Such Certificate shall indicate that the coverage extends to the Line and the operation of the Line by Company. Company will continue such coverage throughout the term of this Agreement.

County represents and warrants the following:

- (a) County is a validly created and existing political subdivision of the State of North Carolina;
- (b) County has the power and authority to enter into this Agreement and to carry out its obligations thereunder and such action has been authorized by duly adopted and valid resolutions of the Board of County Commissioners of Columbus County;
- (c) The entering into and performance of the Agreement on the part of County does not violate any statute, rule,

regulation or order of any court, administrative agency or governmental body and County has sufficient funds appropriated in the fiscal year in which it has entered into this Agreement to meet its obligation to construct the Line and will appropriate such funds as are necessary to meet its obligations hereunder in any subsequent applicable fiscal year.

- (d) County is the owner of the Line however, all easements, crossing agreements, DOT encroachments, and other rights and privileges necessary for the location, construction, maintenance and operation of the Line as constructed or to be constructed shall name Company as operator and shall provide that the same are assignable to Company, should it purchase the Line.
- (e) That County will secure a written agreement with the North Carolina Department of Transportation (D.O.T.) that will not require the County or Company to relocate those portions of the line that may utilize North Carolina D.O.T. rights-of-way or in the alternative County will provide (either directly or by reimbursement to Company) for all costs incurred in moving or replacing the Line including, but not limited to, construction costs, pipe, engineering, overheads, permitting, and other necessary fees, expenses and costs should the North Carolina D.O.T. find it necessary to require the Line to be moved at a future date. Any cost of relocating natural gas lines not covered by D.O.T. or third party shall be the responsibility of the County; and
- (f) That all easements, crossing agreements and other rights and privileges necessary for the location, construction, maintenance and operation of the Line are transferable to North Carolina Natural Gas Corporation at that time NCNG assumes ownership of the Line; and that copies of documents indicating such will be provided to NCNG for their records; and
- (g) That Company shall be included as an additional insured under the County and/or Contractor's Insurance policy. Certificates of Insurance shall be provided to Company from the County and/or contractor as evidence of coverage and of the fact that County is included as an additional insured.
- (h) County will obtain from its contractor a one (1) year warranty against defects in construction, material and workmanship of the Line.

ARTICLE ELEVEN: PLANS AND DRAWINGS TO BE FURNISHED

Company shall furnish County copies of all easements, plans and specifications; as-built alignment drawings (as specified by Company) showing the location of all pipelines, valves and other appurtenances to the Line. County will reimburse Company for the preparation of the as-built drawing.

ARTICLE TWELVE: ANTI-DISCRIMINATION CLAUSE

Company and County agree that no person shall, on the grounds of race, color, national origin or sex, be excluded from participation or denied the benefits or be subject to discrimination under any project, program or activity undertaken

pursuant to this Agreement and to further agree to be bound by the provisions of any law relating to anti-discrimination which shall be applicable to any grant for construction of the Line.

ARTICLE THIRTEEN: NOTICES

Any notice required under this Agreement may be sent to the parties at the following addresses:

COUNTY: Columbus County Board of Commissioners
111 Washington Street
Whiteville, North Carolina 28472

COMPANY: North Carolina Natural Gas Corporation
Post Office Box 909
150 Rowan Street
Fayetteville, North Carolina 28302
Attention: Office of the President

ARTICLE FOURTEEN: EFFECTIVE DATE

With the exception of Articles 2, 3, 4, 5, and 7, this Agreement shall become effective upon execution by both parties. Articles 2, 3, 4, 5, and 7 shall be effective on the date on which the Line is accepted by Company and is placed into operation as indicated on Form G-3 as filed with the North Carolina Utilities Commission after completion of construction. A copy of such form shall be provided to the County.

ARTICLE FIFTEEN: MISCELLANEOUS

- (a) This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.
- (b) This document contains the entire agreement between the parties and there are no other understandings or representations between the parties hereto. This Agreement may not be amended except by an instrument in writing signed by duly authorized representative of each party.
- (c) If any provision of this Agreement shall be held invalid, illegal or unenforceable to any extent and for any reason by a court or agency of competent jurisdiction, the provision held to be invalid, illegal or unenforceable shall be severed from the Agreement and the remainder of this Agreement shall not be affected thereby and shall be enforceable to the full extent permitted by law.
- (d) The Pipeline Operating Agreement between the parties dated June 29, 1994 is hereby terminated and replaced by this Agreement.

IN WITNESS WHEREOF, this Agreement is executed and their seals affixed by the parties hereto the day and year first above written.

COLUMBUS COUNTY

/s/ Sammie Jacobs, Chairman

ATTEST:

/s/ Ida L. Smith, Clerk to Board

(SEAL)

NORTH CAROLINA NATURAL GAS CORPORATION

/s/ Calvin B. Wells
President, Chief Executive Officer

ATTEST:

/s/ Sally T. Sowers
Secretary
(CORPORATE SEAL)

APPOINTMENT - CHILD FATALITY PREVENTION TEAM

Marian Duncan, Health Director stated that the N. C. General Statute 143-576 provides for the establishment of the North Carolina Child Fatality Prevention Teams and also provides for the establishment of a Local Child Fatality Prevention Team in each county. Ms. Duncan responded that the Health Director is responsible for calling the first meeting mandated to begin the first quarter of Fiscal Year 1995-96 and request the Board to appoint the following representatives to the team:

1. An emergency medical services provider or firefighter.
2. A parent of a child who died before reaching their eighteenth birthday.

A motion was made by Commissioner Norris, seconded by Commissioner Williams and passed unanimously to appoint two representatives to serve on the Child Fatality Prevention Team as follows:

James E. Jackson, Emergency Medical Services Provider or Firefighter representative.

Julie Stocks, parent of a child who died before reaching their eighteenth birthday representative.

BUDGET AMENDMENT - STATE AID ECONOMIC DEVELOPMENT

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to accept funds appropriated by the General Assembly in the amount of \$750,000 to be used for Economic Development special projects.

Accept 10-348-0400 State Aid-Economic Dev.	\$750,000
Expend 10-410-6000 Special Projects	\$750,000

**COMMUNITY DEVELOPMENT BLOCK GRANT - WHITEVILLE PLYWOOD
EXPANSION PROJECT APPLICATION APPROVED**

A motion was made by Commissioner Dutton, seconded by Commissioner Britt and passed unanimously to approve the submittal of the Community Development Block Grant application for the Whiteville Plywood expansion project in the amount of \$462,800.00.

**FIRE & RESCUE - PRESENTATIONS BY TABOR CITY/YAM CITY FIRE
DEPARTMENT & WILLIAMS TOWNSHIP FIRE DEPARTMENT IN REGARDS TO
SUB-STATIONS**

Barry Housend, Williams Township Fire Chief, reported on the proposed creation of a Substation and boundaries from Williams Township Volunteer Fire Department and stated that the portion of the proposed area that Williams and Tabor City can not agree on is State Road 1118 which is 2.2 miles. Mr. Housend requested that the Board consider granting State Road 1118 (2.2 miles) to the Williams Township Volunteer Fire Department to be included within their service area boundaries.

Al Leonard, Tabor City Town Manager, reported on the proposed creation of a Substation and boundaries from the Tabor City Volunteer Fire Department and requested permission from the Board of Commissioners to allow them to service State Road 1118 (2.2 miles) as they have predominately served this area in the past.

A motion was made by Commissioner Britt, and seconded by Commissioner Dutton to split State Road 1118 dead in the center granting 1.1 mile (northern end) to the Williams Township Volunteer Fire Department to service and the 1.1 mile (southern end) to the Tabor City Volunteer Fire Department.

A substitute motion was made by Commissioner Williams, and seconded by Commissioner Norris to award State Road 1118 (2.2 miles) to the Tabor City Volunteer Fire Department to service.

Voting for the substitute motion is as follows:

AYES: Commissioners Norris, Jacobs and Williams

NOES: Commissioners Dutton, Gray, Britt and Wilson

The motion failed on a 4 - 3 vote.

Voting on the original motion is as follows:

AYES: Commissioners Dutton, Gray, Britt and Wilson

NOES: Commissioners Norris, Jacobs and Williams

The motion passed on a 4 - 3 vote.

ADMINISTRATOR'S REPORT

Dempsey B. Herring, Interim Administrator, reported on the following items:


1. The Natural Gas Line ground breaking ceremonies will be taking place shortly and you will be notified.
2. The Columbus County Water & Sewer District I - Contract III, - Additional water line bids were received and opened on September 20, 1995 and the three (3) bids were over and above the monies allocated for the project and Mr. Herring recommended that the bids be rejected and advertised for rebid unless a negotiated price can be agreed upon with the low bidder.
3. The Livestock Intergraters within Columbus County have been contacted about future hog operations and a response has been received from one, Don Butler of Carrolls Foods, Incorporated.
4. A letter has been received from the Lower Cape Fear Water and Sewer Authority stating that Commissioner Lynwood Norris' term on the Authority expires on October 31, 1995 and request a reappointment or replacement.

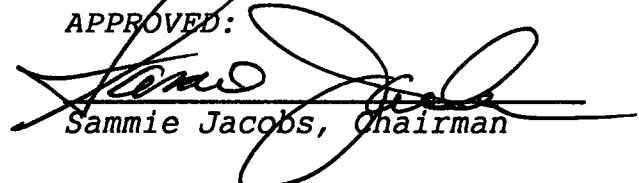
APPOINTMENT - LOWER CAPE FEAR WATER AND SEWER AUTHORITY

A motion was made by Commissioner Gray, seconded by Commissioner Wilson and passed unanimously to reappoint Commissioner Lynwood Norris to serve on the Lower Cape Fear Water and Sewer Authority Board for a three (3) year term, with term expiring October 31, 1998.

ADJOURNMENT

A motion was made by Commissioner Britt, seconded by Commissioner Wilson and passed unanimously to adjourn the meeting at 9:10 A.M.


Ida L. Smith, Clerk to Board

APPROVED:

Sammie Jacobs, Chairman