

COLUMBUS COUNTY
BOARD OF COMMISSIONERS

MINUTES

The Honorable Board of Columbus County Commissioners met in their said office at 112 West Smith Street, Whiteville, NC at 8:00 A.M., Monday, October 4, 1999, for the regularly scheduled Board Meeting, it being the first Monday.

BOARD MEMBERS PRESENT:

C.E. Wilson, Chairman

Sammie Jacobs, Vice Chairman

Spruell Randolph Britt

David L. Dutton, Jr.

A. Dial Gray, III

Amon E. McKenzie

Lynwood Norris

James E. Hill, Jr., Attorney

Dempsey B. Herring
County Administrator

Ida L. Smith, Clerk to Board

PUBLIC HEARING - RURAL OPERATING ASSISTANCE PROGRAM

At 8:00 A.M., Chairman C.E. Wilson called the Public Hearing to order regarding the proposed Rural Operating Assistance Program (ROAP) application which provides assistance to the Elderly and Disabled Transportation Assistance Program, Work First and the Rural General Public Programs.

Chairman Wilson requested anyone in attendance to speak in favor of or against the proposed ROAP application.

There were no comments.

At 8:02 A.M., Chairman Wilson closed the Public Hearing.

REGULARLY SCHEDULED BOARD MEETING COMMENCED

Chairman C.E. Wilson called the Board Meeting to order and Ed Worley, Aging Director, gave the invocation.

BOARD MINUTES APPROVAL

A motion was made by Commissioner Norris, seconded by Commissioner Britt and passed unanimously to approve the Minutes of the September 7, 1999 Board Meeting, as recorded.

CONSENT AGENDA ITEMS

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

Tax Refunds:

Request a refund in the name of Lacy Robinson, ETAL, c/o Doretha Bell, 71 Buffalo Ave., Brooklyn NY 11233. Property double listed in the name of Richard Faison (Etal). Amount \$7.96 (includes .16 int.), Value \$1,000, Year 1995, Account #01-77040.

Request a refund in the name of Lacy Robinson (Etal) c/o Doretha Bell, 71 Buffalo Ave., Brooklyn, N.Y. 11233. Property double listed in the name of Richard Faison (Etal). Amount \$7.80, Value \$1,000, Year 1996, Account #01-77040.

Request a refund in the name of Lacy Robinson (Etal) c/o Doretha Bell, 71 Buffalo Ave., Brooklyn N.Y. 11233. Property double listed in the name of Richard Faison (Etal). Amount \$6.95, Value \$1,000, Year 1997, Account #01-77040.

Request a refund in the name of Lacy Robinson (Etal) c/o Doretha Bell, 71 Buffalo Ave., Brooklyn N.Y. 11233. Amount \$6.95, Value \$1,000, Year 1998, Account #01-77040.

Request a refund in the name of Dennis T. & Donna W. Worley, 116 Canal St., Tabor City, N.C. 28463. Property double listed in the name of Lewis Sikes Foundation. Amount \$234.36, Value \$16,900, Year 1997, Account #06-44212.

Request a refund in the name of Dennis T. & Donna W. Worley, 116 Canal St., Tabor City, N.C. 28463. Property double listed in the name of Lewis Sikes Foundation. Amount \$234.36, Value \$16,900, Year 1998, Account #06-44212.

Request a refund in the name of Dennis T. & Donna W. Worley, 116 Canal St., Tabor City, N.C. 28463. Property double listed in the name of Lewis Sikes Foundation. Amount \$134.36, Value \$16,900, Year 1999, Account #06-44212.

Tax Releases:

Release the property value in the name of Edward V. Brown, for the Town of Bolton. Property located outside the city limits. Amount \$48.13, Value \$8,750, Year 1999, Account #04-01722.

Release the property value in the name of James E. Inman Sr., for the Town of Cerro Gordo. Land was plotted incorrectly. Amount \$4.60, Value \$2,300, Year 1999, Account #16-08960.

Release the August discount of 2% in the name of John Leon Henry, not absorbed by computer. Amount \$3.36, Value \$N/A, Year 1999, Account #11-12781.

Release the August discount of 2% in the name of Loraine & Melissa K. Jacobs not absorbed by computer. Amount \$5.87, Value \$N/A, Year 1999, Account #04-00458.

Release the August discount of 2% in the name of William D. (Sr.) & Lucy V. Mitchell not absorbed by computer. Amount \$3.34, Value \$N/A, Year 1999, Account #11-17725.

Release the user fee in the name of Proctor (Heirs) & Geneva Hall Best. House is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #12-01620.

Release the user fee in the name of Erica Lavette & Joan R. Bowen. There is no trash cart at this address. Amount \$100.00, Value \$N/A, Year 1999, Account #15-03627.

Release the user fee in the name of Drew Edward Brock. House is incomplete. Amount \$100.00, Value \$N/A, Year 1999, Account #03-01926.

Release the user fee in the name of Bartley & William Thomas Brown. There is no trash cart at this address. Amount \$100.00, Value \$N/A, Year 1999, Account #16-01580.

Release the user fee in the name of Brenda Maxine Brown. Trash cart has been picked up. Amount \$100.00, Value \$N/A, Year 1999, Account #01-09149.

Release the user fee in the name of Charles H. Brown (Sr.). House is not

complete. Amount \$100.00, Value \$N/A, Year 1999, Account #01-09158.

Release a portion of the user fee in the name of Rossie E. & Berniece Carter. Property located inside the city limits. Amount \$40.00, Value \$N/A, Year 1999, Account #10-03221.

Release the user fee in the name of Regina Lynn Connor. Mobile home vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #13-08907.

Release the user fee in the name of Joseph R. & Sherry S. Edmund. Fee double listed in the name of Sherry Sue Spivey. Amount \$100.00, Value \$N/A, Year 1999, Account #13-11275.

Release the user fee in the name of Herbert & Jennetta Ellis. Fee already paid on account # 19-00302. Amount \$100.00, Value \$N/A, Year 1999, Account #05-02123.

Release the user fee in the name of Bobby & Marjorie Floyd. No buildings on this property. Amount \$100.00, Value \$N/A, Year 1999, Account #12-31447.

Release one of the user fees in the name of Forena Ellis Gause. Only one trash cart here. Amount \$100.00, Value \$N/A, Year 1999, Account #14-05427.

Release one of the user fees in the name of Wilbur B. Freedman. Mobile home vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #01-29760.

Release one of the user fees in the name of Cecil Hammond (Sr.). Mobile home vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #01-36610.

Release the user fee in the name of Willard Avery Harris. Trash cart picked up. Amount \$100.00, Value \$N/A, Year 1999, Account #13-18106.

Release the user fee in the name of Willard A. & Cecil Harris. House vacant, Ms. Harris in rest home. Amount \$100.00, Value \$N/A, Year 1999, Account #13-18103.

Release a portion of the user fee in the name of Thomas G. & Lottie Horne. Property inside city limits. Amount \$40.00, Value \$N/A, Year 1999, Account #01-43740.

Release one of the user fees in the name of James M. Jacobs. There is only one trash cart here. Amount \$100.00, Value \$N/A, Year 1999, Account #08-09847.

Release the user fee in the name of Paul M. Long. Mobile home is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #03-14641.

Release the user fee in the name of Dorothy H. Pierce. They use a commercial hauler. Amount \$100.00, Value \$N/A, Year 1999, Account #11-19600.

Release the user fee in the name of Dorothy H. Pierce. They use a commercial hauler. Amount \$100.00, Value \$N/A, Year 1999, Account #11-19600.

Release the user fee in the name of Russell Dale Rockwell. Mobile home is vacant. Amount \$200.00, Value \$N/A, Year 1999, Account #11-23007.

Release the user fee in the name of Horace R. Smith. House burned prior to 1-1-99. Amount \$100.00, Value \$N/A, Year 1999, Account #11-24944.

Release one of the user fees in the name of Mary Ella Southern. Mobile home is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #01-87523.

Release one of the user fees in the name of Jack D. Strickland. Double listed in the name of Wilson Farm Nursery. Amount \$100.00, Value \$N/A, Year 1999, Account #16-14580.

Release the user fee in the name of Phillip & Jeannette Strickland. House is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #07-17260.

Release the user fee in the name of Lacy & Mazie Suggs. There is no trash cart here. Amount \$100.00, Value \$N/A, Year 1999, Account #07-17600.

Release the user fee in the name of Joe Tatum (Heirs). House vacant. Amount \$100.00, Value \$N/A, Year 1997, Account #09-30020.

Release the user fee in the name of Joe Tatum (Heirs). House vacant. Amount \$100.00, Value \$N/A, Year 1998, Account #09-30020.

Release the user fee in the name of Joe Tatum (Heirs). House vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #09-30020.

Release the user fee in the name of Steven Robert & Eva Teleky. Shop is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #03-25123.

Release one of the user fees in the name of Margaret L. Waldron. House is vacant. Amount \$100.00, Value \$N/A, Year 1999, Account #01-99080.

Release the user fee in the name of Christopher & Natalie Washington. House incomplete 1-1-99. Amount \$100.00, Value \$N/A, Year 1999, Account #15-04004.

Release the user fee in the name of Charles Williams. No trash cart here. Amount \$100.00, Value \$N/A, Year 1999, Account #11-05538.

Release the user fee in the name of Delores Williams. Fee double listed in the same name with a different account number. Amount \$100.00, Value \$N/A, Year 1999, Account #03-05303.

Release the user fee in the name of Phyllis Williamson. Fee double listed in the same name with a different account number. Amount \$100.00, Value \$N/A, Year 1999, Account #12-03001.

Release one of the user fees in the name of Terry Allen & Teresa Wooten. Only one trash cart here. Amount \$100.00, Value \$N/A, Year 1999, Account #12-32562.

Release the user fee in the name of W. D. (Jr.) Wooten (Heirs). No trash cart here. House falling down. Amount \$100.00, Value \$N/A, Year 1999, Account #05-07920.

Release one of the user fees in the name of Dennis T. & Donna W. Worley. Fee double listed in the name of Lewis Sikes Foundation. Amount \$100.00, Value \$N/A, Year 1999, Account #06-44212.

Release two user fees in the name of Vickie Louise Wray. There are no trash carts here. Amount \$200.00, Value \$N/A, Year 1999, Account #12-32647.

Release the property value in the name of American Refuse Systems, Inc. Equipment double listed in the same name with a different bill number. Amount \$2,411.06, Value \$289,096, Year 1999, Account #01-00654.

Release the property value in the name of Margaret Skipper & David Barrow. Billed with land use value and should have been billed on full value. Amount \$34.33, Value \$4,900, Year 1999, Account #01-03138.

Release the value of a mobile home in the name of James Ronald Bell. Home traded for double wide and listed. Amount \$135.01, Value \$4,580, Year 1999, Account #06-01222.

Release the value of a mobile home in the name of Daniel Brown. Double listed in the same name with a different account. Amount \$174.77, Value \$9,780, Year 1999, Account #04-05306.

Release the value of a mobile home in the name of David & Lisa Bunch. Home double listed in the name of McArthur Duncan. Amount \$156.88, Value \$7,440, Year 1999, Account #12-04722.

Release the value of a mobile home in the name of David Wayne Bunch. Double listed to Chris & Jeanine Coleman. Amount \$9.36, Value \$1,000, Year 1996, Account #01-10566.

Release the value of a mobile home in the name of David Wayne Bunch. Double listed in the name of Chris & Jeanine Coleman. Amount \$67.65, Value \$1,000, Year 1997, Account #01-10566.

Release the value of a mobile home in the name of David Wayne Bunch. Double listed in the name of Chris & Jeanine Coleman. Amount \$107.65, Value \$1,000, Year 1998, Account #01-10566.

Release the value of a mobile home in the name of David Wayne Bunch. Double listed in the name of David Wayne Bunch. Amount \$107.65, Value \$1,000, Year 1999, Account #01-10566.

Release the value of a mobile home in the name of Billy B. Cribb. Home double listed in the name of Elmer Murrell, Jr. Amount \$191.44, Value \$11,010, Year 1999, Account #09-05340.

Release the property value in the name of Dolly Davis. Failed to receive senior citizens exemption. Amount \$185.59, Value \$10,010, Year 1999, Account #03-04561.

Release the value of a mobile home in the name of James & Dolly Davis. Home double listed in the name of Jerome Rooks. Amount \$171.79, Value \$10,040, Year 1999, Account #01-19703.

Release the property value in the name of De Jim Corp (Time Saver Food Store #7). Double listed in the name of Fast C. Express II. Amount \$194.54, Value \$27,991, Year 1999, Account #13-10363.

Release the value of a mobile home in the name of Doreatha Freeman. Double listed in the name of Anthony T. Freeman. Amount \$273.61, Value \$22,710, Year 1999, Account #15-14641.

Release the value of a house in the name of Melar L. Freeman. Home double listed in the name of Garrett Freeman. Amount \$637.88, Value \$69,400, Year 1999, Account #11-09841.

Release the value of a mobile home in the name of Dewey & Polly Helms. Home listed in Bladen County. Amount \$160.54, Value \$7,920, Year 1999, Account #13-01552.

Release the value of a mobile home in the name of Edwin Hinson. Home double listed in the name of Charles Edwin Hinson. Amount \$174.64, Value \$9,640, Year 1996, Account #13-19133.

Release the value of a mobile home in the name of Edwin Hinson. Home double listed in the name of Charles Edwin Hinson. Amount \$199.71, Value \$9,390, Year 1997, Account #13-19133.

Release the value of a mobile home in the name of Edwin Hinson. Home double listed in the name of Charles Edwin Hinson. Amount \$180.72, Value \$8,960, Year 1998, Account #13-19133.

Release the value of a mobile home in the name of Edwin Hinson. Home double listed in the name of Charles Edwin Hinson. Amount \$165.82, Value \$8,610, Year 1999, Account #13-19133.

Release the value of a mobile home in the name of Lloyd Housand. Home double listed in the name of Robert Housand. Amount \$223.39, Value \$16,140, Year 1999, Account #06-02441.

Release the value of a mobile home in the name of Lloyd M. Housand. Home has been junked. Amount \$107.65, Value \$1,000, Year 1999, Account #06-19481.

Release a portion of the property value in the name of James E. Inman, Sr. Acreage plotted incorrectly. Amount \$18.29, Value \$2,300, Year 1999, Account #16-08960.

Release the value of a mobile home in the name of Francis G. Jacobs. Home traded for a double wide. Amount \$120.57, Value \$2,960, Year 1999, Account #09-15505.

Release the value of a mobile home in the name of Loneta James. Home double listed in the same name with a different account number. Amount \$369.28, Value

\$35,200, Year 1999, Account #13-04031.

Release the value of a mobile home in the name of Chester D. Little. Bought permit for home but never purchased the home. Amount \$425.57, Value \$52,600, Year 1999, Account #08-10991.

Release the value of a mobile home in the name of Carol C. Long. Home double listed in the name of Jake Godwin. Amount \$9.36, Value \$1,000, Year 1996, Account #09-16788.

Release the value of a mobile home in the name of Carol C. Long. Home double listed in the name of Jake Godwin. Amount \$107.65, Value \$1,000, Year 1997, Account #09-16788.

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Release the value of a mobile home in the name of Carol C. Long. Home double listed in the name of Jake Godwin. Amount \$107.65, Value \$1,000, Year 1999, Account #09-16788.

Release the property value in the name of H.K. Long (Heirs). Property double listed in the name of Georgia Pacific. Amount \$152.90, Value \$20,000, Year 1998, Account #03-14040.

Release the property value in the name of H.K. Long (Heirs). Property double listed in the name of Georgia Pacific. Amount \$152.90, Value \$20,000, Year 1999, Account #03-14040.

Release the value of a mobile home in the name of Harriett McKnight. Home double listed in the same name with a different account number. Amount \$107.65, Value \$1,000, Year 1998, Account #06-24529.

Release the value of a mobile home in the name of Harriett McKnight. Home double listed in the same name with a different account number. Amount \$107.65, Value \$1,000, Year 1999, Account #06-24529.

Release the property value in the name of Billy Milliken. Failed to receive

senior citizens exemption. Amount \$230.52, Value \$18,780, Year 1999, Account #12-04332.

Release the value of a mobile home in the name of Lonnie McClellon Moore.

Home burned in 1991. Amount \$129.13, Value \$3,810, Year 1998, Account #01-63422.

Release the value of a mobile home in the name of Lonnie McClellon Moore.

Home burned in 1991. Amount \$127.91, Value \$3,650, Year 1999, Account #01-63422.

Release a portion of the property value in the name of Norman & Margaret Murphy. Double listed in the name of Richard Estep. Amount \$200.00, Value \$28,777, Year 1999, Account #14-05944.

Release the value of a mobile home in the name of Marie H. Nobles. Home double listed in the name of Thomas G. & Lottie Horne. Amount \$212.58, Value \$21,340, Year 1999, Account #01-00911.

Release the property value in the name of Dewey Junior Norris. Property double listed in the heirs' names. Amount \$425.41, Value \$43,100, Year 1999, Account #06-27540, bill #24347.

Release the property value in the name of Dewey Junior Norris. Property double listed in the heirs' names. Amount \$180.45, Value \$23,900, Year 1999, Account #06-27540 bill #24348.

Release the value of a mobile home in the name of Mary Ratcliff. Home double listed in the name of Mary Turner Ratcliff. Amount \$263.14, Value \$21,340, Year 1999, Account #12-05739.

Release the property value in the name of Lacy Robinson (Etal). Property double listed in the name of Richard Faison (Etal). Amount \$6.95, Value \$1,000, Year 1999, Account #01-77040.

Release the value of a double wide in the name of Bryan Shannon Soles. Home burned in 1997. Amount \$263.74, Value \$17,200, Year 1999, Account #12-41735.

Release the value of a mobile home in the name of Mary Southern. Home double listed in the name of Mary Ella Southern. Amount \$116.67, Value \$2,180, Year 1999, Account #12-02617.

Release the value of a mobile home in the name of Frances Washington Toon.

Home double listed in the same name in Chadbourn Township. Amount \$113.00, Value \$1,870, Year 1999, Account #01-02304.

Release the value of a single wide home in the name of Delores Williams.

Home traded for double wide and listed. Amount \$220.37, Value \$13,940, Year 1999, Account #01-06881.

Budget Amendments:

Accept 10-348-2300 State Funds N.C. Partnership for Children \$ 4,611

Expend as follows:

10-604-0200 Salaries	10
10-604-0500 FICA	1
10-604-0600 Insurance	89
10-604-0700 Retirement	1
10-604-1101 Communications and Postage	500
10-604-1400 Travel	3
10-604-1401 Employee Training	2,025
10-604-2600 Advertising Materials	-0-
10-604-3200 Office Supplies	500
10-604-3201 Service Related Materials	450
10-604-3300 Books/Library Reference Materials	-0-
10-604-9999 Contingency (Personnel)	1,032

Decrease 10-354-1000 Glaxo Welcome Partnership for Children (\$ 25,000)

Decrease expenditures as follows:

10-583-0200 Salaries	(\$ 12,703)
10-583-0500 FICA	(972)
10-583-1100 Telephone	(525)
10-583-1400 Travel	(1,500)
10-583-3200 Office Supplies	(1,000)
10-583-3300 Departmental Supplies	(1,500)
10-583-4500 Contracts	(6,800)

Accept 10-348-0801 Child Health - State Funds \$ 1,454

Expend 10-589-4400 School Health Funds \$ 1,454

Appropriate 10-660-9999 Non-Departmental Contingency (\$ 1,000)

Expend 10-690-9203 Westside Cultural Development \$ 1,000

Accept 10-348-2300 NC Partnership for Children \$ 27,360

Expend 10-613-7010 Purchase of Services \$ 27,360

AWARD - "PLAQUE OF APPRECIATION" TO BE PRESENTED TO CLAUDE

ELLIOTT BOSWELL

A motion was made by Commissioner Norris, seconded by Commissioner Britt

and passed unanimously to present to Claude Elliott Boswell Maintenance Department, a "plaque of appreciation" for his years of service with the County at the next Board Meeting.

APPOINTMENT - AGING ADVISORY COUNCIL

Commissioner David L. Dutton, Jr. appointed Dr. Henry Jones to serve on the Aging Advisory Council to represent District VII, to fill the unexpired term of Orben Fowler, with term expiring 6-30-2002.

APPOINTMENT - TOWN OF LAKE WACCAMAW PLANNING BOARD

A motion was made by Commissioner Gray, seconded by Commissioner Britt and passed unanimously to appoint Ms. Sue Creech to serve on the Lake Waccamaw Planning Board as an extraterritorial member to replace Ed Logan for a three (3) year term, with term expiring October 4, 2002.

COLUMBUS COUNTY COMMUNITY HEALTH CENTER - RESCHEDULED FOR OCTOBER 18, 1999 BOARD MEETING

A motion was made by Commissioner Norris, seconded by Commissioner Gray and passed unanimously to reschedule Agenda Item 8: Columbus County Community Health Center until the October 18, 1999 Board Meeting.

WATER AND SEWER DISTRICT II - CONSTRUCTION PLAN PRESENTED

Wade Lewis, representing Hobbs, Upchurch and Associates, presented the updated Water and Sewer District II construction plan to the Board for their review and consideration of approval.

After a lengthy discussion among Board members regarding the construction plan, a motion was made by Commissioner Britt, seconded by Commissioner Gray and passed unanimously to appoint Commissioners Britt and McKenzie and Administrator Herring to meet with Wade Lewis after the Board Meeting in reference to including the Cherry Grove area within the parameters of the construction plan for Water and Sewer District II.

WATER AND SEWER DISTRICT V - DISCUSSION AND APPROVAL TO REAPPLY FOR STATE WATER GRANT MONIES FOR DISTRICTS III, IV & V

Commissioner Lynwood Norris requested Wade Lewis to update the Board on

the status of Water and Sewer District V. Commissioner Norris stated he was told by Ronnie Pope, representing USDA Rural Development, that Water and Sewer District V has been put on the back burner at the present time.

Dempsey B. Herring, County Administrator, advised the Preliminary Engineering Report (PER) for District V is in the process of being revised as the original house count in District V indicated low participation and would cost \$40.00 per water hook-up per month.

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to direct Dempsey B. Herring, County Administrator, to write a letter to the legislative representatives, representing Columbus County, and request that Columbus County Water and Sewer Districts III, IV and V be reconsidered for \$3,000,000.00 North Carolina Clean Water Revolving Loan and Grants for each project.

COLUMBUS COUNTY FAMILY CHAMPIONS - LETTER OF ENDORSEMENT

Ms. Peggy Gerald, representing Family Champions, requested the Board's endorsement in applying for an Adolescent Pregnancy Prevention Grant to be implemented by the Columbus County Family Champions Family Resource Center.

A motion was made by Commissioner McKenzie, seconded by Commissioner Dutton and passed unanimously to direct Dempsey B. Herring, County Administrator, to write a letter of endorsement for the Adolescent Pregnancy Prevention Grant with no funding from the County.

SOUTHEASTERN NORTH CAROLINA GENEALOGICAL SOCIETY - REQUEST FOR THOMAS F. TOON PLAQUE TO BE PLACED IN THE LIBRARY DIRECTED TO THE LIBRARY BOARD OF TRUSTEES

Chairman Wilson, reported the Board has received a letter from Richard Wright, President of the Southeastern North Carolina Genealogical Society, requesting the Board's support in placing a plaque in the Carolyn T. High Memorial Library to commemorate the outstanding accomplishments of Thomas F. Toon, a native of Columbus County.

A motion was made by Commissioner Jacobs, seconded by Commissioner

Norris and passed unanimously to refer the letter of request to the Library Board of Trustees for their recommendation in placing the Thomas F. Toon memorial plaque in the Carolyn T. High Memorial Library.

HURRICANE FLOYD - DISASTER ASSISTANCE UPDATE

Grover Adams, representing Federal Emergency Management (FEMA) updated the Board on the Hurricane Floyd disaster assistance that is available for Columbus County residents who are eligible.

PROCLAMATION - DOMESTIC VIOLENCE AWARENESS MONTH

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to adopt the following Proclamation.

DOMESTIC VIOLENCE AWARENESS MONTH

PROCLAMATION (1999)

WHEREAS, violence against women and children continues to become more prevalent as a social problem due to the imbalance of power due to gender and age.

WHEREAS, the problems of domestic violence are not confined to any group or groups of people but cross all economic, racial and societal barriers; and supported by societal indifference.

WHEREAS, the crime of domestic violence violates an individual's privacy, dignity, security and humanity due to systematic use of physical, emotional, sexual, psychological and economic control and/or abuse.

WHEREAS, the impact of domestic violence is wide ranging, directly affecting women and children and society as a whole.

WHEREAS, it is battered women themselves who have been in the forefront of efforts to bring peace and equality to the home.

NOW, THEREFORE, we, the Columbus County Board of Commissioners, do hereby proclaim that October, 1999, is ***DOMESTIC VIOLENCE AWARENESS MONTH*** in Columbus County and call upon all citizens to join in making every home a safe home and to support Families First in working toward the elimination of personal and institutional violence against women.

ADOPTED, this the 4th day of October, 1999.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ **C.E. WILSON, Chairman**

ATTESTED BY:

/s/ **IDA L. SMITH, Clerk to Board**

TAX - DELINQUENT TAX BILLS RELEASED

Richard Gore, Tax Administrator, requested the Board to allow him to release delinquent tax bills for land that cannot be identified because it lacks a parcel identifier number and address for fourteen (14) account numbers which equates to a total of \$625.14 for 1999.

A motion was made by Commissioner Gray, seconded by Commissioner Norris and passed unanimously to allow Richard Gore, Tax Administrator, to release delinquent tax bills for land that cannot be identified for fourteen (14) account numbers for a total of \$625.14 for 1999.

TAX - 1995 INSOLVENTS TABLED

Richard Gore, Tax Administrator, reported that certain personal property (vehicles) taxes levied for the year 1995 remain uncollected in the amount of \$103,955.84 and requested the Board to declare insolvent and credit to the Tax Office upon the annual settlement.

A motion was made by Commissioner Britt, seconded by Commissioner McKenzie and passed unanimously to table the Tax Administrator's request to declare insolvents for 1995 until the October 18, 1999 Board Meeting.

LEGISLATIVE RALLY (1999) - APPOINTMENTS

Chairman Wilson advised the Board the 1999 Legislative Rally for the Eastern Delegation of the North Carolina General Assembly will meet November 11-12, 1999 at the Sheraton Grand Hotel, New Bern, NC and requested representation from the Board to attend.

A motion was made by Commissioner Norris, seconded by Commissioner Dutton and passed unanimously to appoint C.E. Wilson, Chairman, and Dempsey B. Herring, Administrator, to attend the Legislative Rally of the Eastern Delegation of the North Carolina

General Assembly to be held November 11-12, 1999.

HURRICANE FLOYD - ACCELERATE MOSQUITO SPRAYING

Dempsey B. Herring, County Administrator, reported three (3) trucks began spraying for mosquitos September 30, 1999 due to Hurricane Floyd, and will continue in all areas of the County for the next two (2) weeks. Mr. Herring also reported we will be informed tomorrow, October 5, 1999, whether Columbus County will receive aerial spraying.

A motion was made by Commissioner Dutton, seconded by Commissioner Norris and passed unanimously to accelerate mosquito spraying within Columbus County immediately.

**SOLID WASTE - REGIONAL LANDEILL (RIEGEL RIDGE, LLC)
CONTRACTUAL HOST AGREEMENT CONTENTS APPROVED BY JAMES E.
HILL, JR., COUNTY ATTORNEY**

At the August 16, 1999 Board Meeting, Board action was taken as follows:

A motion was made by Commissioner Gray, seconded by Commissioner Britt and Dutton to enter into a Franchise and Host Community Agreement for the Solid Waste Collection and Disposal Services with Riegel Ridge, LLC contingent upon the approval of James E. Hill, Jr., County Attorney.

On September 24, 1999, James E. Hill, Jr., County Attorney, approved the contents of the Franchise and Host Community Agreement for the Solid Waste Collection and Disposal Services with Riegel Ridge, LLC, and the Agreement has been properly executed. The Agreement has been approved to be recorded in the Board Minutes by James E. Hill, Jr., County Attorney, as follows:

FRANCHISE AND HOST COMMUNITY AGREEMENT

FOR

SOLID WASTE COLLECTION AND DISPOSAL SERVICES

This FRANCHISE AND HOST COMMUNITY AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES (the "Agreement") is made and entered on this 24th day of September, 1999, by and between RIEGEL RIDGE, LLC, a North Carolina limited liability company (the "Company"), and COLUMBUS COUNTY,

NORTH CAROLINA, a political subdivision of the State of North Carolina, as governed by the Columbus County Board of Commissioners (hereinafter referred to as the “**County**”).

Recitals

The **Company** desires to permit and develop a solid waste management landfill to be known as the **Riegel Ridge Landfill** at a site near Bolton, North Carolina in the **County** (hereinafter referred to as the “**Site**”);

The **County** desires to assist the **Company** in permitting of the **Site** and will require the **Company** to provide certain services and fee payment in connection with the operation of said landfill; and

County desires to grant approval to **Company** for the permitting by the North Carolina Department of Environment and Natural Resources (“**DENR**”) of an area solid waste landfill at the **Site**.

Agreement

NOW, THEREFORE, in consideration of the premises and the mutual agreements and covenants herein contained, **Riegel Ridge, LLC** and the **County** hereby covenant and agree as follows:

ARTICLE I

Definitions

For the purpose of this **Agreement**, the following words or phrases shall have the meanings ascribed thereto in this section unless the context indicates differently. Capitalized terms used herein without definition shall have the respective meanings ascribed thereto by the **DENR** regulations governing solid waste management.

“**Acceptable Waste**” - Solid Waste which, under the terms and conditions hereof, may be accepted, handled and disposed at the **Facilities**, consisting of Solid Waste (including Special Waste) which does not include or constitute Excluded Waste and which is generated within the **Service Area**.

“**Agreement**” - This **Agreement** as the same may be hereafter amended, supplemented or renewed.

“**DENR**” - The North Carolina Department of Environment and Natural Resources

or any agents, boards or authorities appointed thereby for the purpose of regulating solid waste disposal or the permitting, construction, operation or closure of a sanitary landfill.

“CERCLA” - The Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C.

§9601 et seq.

“Commission” - The Columbus County Commission, as governing body of Columbus County, North Carolina, and any successor to such function.

“County” - Columbus County, North Carolina, or any successor entity.

“County Solid Waste” - All Acceptable Waste generated within the County.

“Special Waste” - Solid Waste at any time defined by DENR to be Special Waste.

“Engineer” - Any Person qualified to practice as an engineer under the laws of the State of North Carolina, who shall be engaged by the county for, inter alia, engineering services, including an employee of the County.

“Environmental Laws” - All laws, regulations, rules, rulings, orders, decrees, notices, ordinances, resolutions, injunctions, demand letters or other authority (including without limitation the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq.) of the United States of America or the State of North Carolina with respect to pollution, waste disposal, the protection of human health or the environment, or any substance which might create a hazard to health and safety.

“Excluded Waste” - Except as may be specifically and expressly provided for herein, any automobiles, infectious waste such as biomedical waste, hospital waste, or other wastes which do not pass federal and state regulations for treatment of infectious waste prior to disposal, volatile, highly flammable, explosive waste material, or any other waste excluded by an applicable federal, state law or regulations or excluded by any of the terms and conditions of any permits, licenses or approvals obtained with respect to the operation of the Facilities, including any Solid Waste which is or contains Hazardous Waste (as defined by DENR regulations) or radioactive materials, or otherwise is not included within DENR’s definitions of Commercial Solid Waste, Household Waste, Industrial Solid Waste, or Demolition Waste.

“Facilities”- The Site and all improvements and fixtures at any time thereto, located on or used in connection with waste disposal operations conducted on the Site, which now or hereafter comprise, or are used or have the present capacity for future use in connection with, the acceptance, handling and disposal of Acceptable Waste and all appurtenances, rights, and privileges, at any time relating thereto; provided, however, this definition of Facilities specifically excludes personal property as at any time determined under North Carolina law (including without limitation computers, software, telephone and other communication systems).

“Governmental Authority” - Any federal, state, county, municipal or other government, domestic or foreign, and any agency, authority, department, commission, bureau, board, court or other instrumentality thereof, having jurisdiction with respect to the matter referenced in the provision wherein the term “Governmental Authority” appears.

“Hauler” - Any Person who collects or transports Solid Waste for disposal at the Facilities.

“Hazardous Substances” - As defined in CERCLA §101(14) and applicable regulations thereunder.

“Hazardous Waste” - Solid Waste which is defined as “hazardous waste” in the North Carolina Hazardous Waste and Minimization Act as the same may hereafter be amended, and regulations promulgated thereunder, and the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., as the same may hereafter be amended, and regulations promulgated thereunder.

“Household Solid Waste” - Solid Waste generated in the County derived from household including, but not limited to, single and multiple residences, hotels and motels, bunkhouses, ranger stations, crew quarters, parks, campgrounds, picnic grounds, and day-use recreation areas.

“Person” - Any government (whether national, federal, state, county, city, municipal or otherwise) and any governmental instrumentality, division, agency, body or department, and any natural person, sole proprietorship, corporation (which shall be deemed to include business trusts), unincorporated organization, association, company, institution, entity, joint

venture or partnership.

“Service Area” - See definition in **Section 3.06**.

“Site” - The proposed Riegel Ridge Landfill site near Bolton, North Carolina, included as part of the Facilities, as more particularly described on Exhibit A hereto. Further, the term site shall include any adjacent properties or lands hereafter acquired by the Company.

“Solid Waste” - As at any time defined by DENR. For information, on the date of this Agreement, the definition of Solid Waste by DENR includes any garbage, rubbish, construction/demolition debris, ash, sludge from a wastewater treatment facility, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities or materials intended for or capable of recycling, but which have not been diverted or removed from the solid waste stream, and excludes recovered material, solid or dissolved materials in domestic sewage, solid or dissolved materials in irrigation return flows, or industrial discharges which are point sources subject to National Pollutant Discharge Elimination System permits under the Federal Water Pollution Control Act (33 U.S. C. §1342), as amended, or by the Atomic Energy Act of 1954, as amended (68 Stat. 923), and wastes from silvicultural operations, land application of crop residues, animal manure and ash resulting exclusively from the combustion of fossil fuels or wood during normal agricultural operations.

“Ton” - A unit of weight, equal to 2000 U.S. pounds.

ARTICLE II

Representations

2.01 **Representations of the County.** The County represents that the County has authority and power to enter in to this Agreement and by proper action has duly authorized the execution, delivery and performance of this Agreement.

2.02 **Representations of the Company.** The Company represents that such limited liability company is duly created, organized and registered under the laws of the State of North Carolina; is not in violation of any provisions of its articles of organization, operating

agreement or the laws of the state of its organization; has the power and authority to enter into and perform this Agreement; and by proper action (including without limitation all necessary member action) has duly authorized the execution, delivery and performance of this Agreement.

2.03 **Assurances.** Prior to beginning waste disposal operations at the Site, the company shall post any financial assurance mechanisms required by DENR. Furthermore, if the Company is or ever becomes a subsidiary of another company, the parent company shall provide a corporate guaranty to the County of all obligations of the Company hereunder.

ARTICLE III

Grant of Franchise and Host Fees

3.01 **No Expenditure of Funds by County.** The Company covenants and agrees that no term, provision or condition of this Agreement, and no other written or oral agreement or understanding of any nature whatsoever, shall operate or be construed to obligate the expenditure of any funds or the incurrence of any pecuniary liability, with respect to the provision of the Facilities and the disposal of Solid Waste in accordance with the terms hereof, or the lending or obligation of any credit, of whatsoever nature, by the County, directly or indirectly, in connection with the Facilities, except disposal fees (if any) paid to the Company or otherwise pursuant to any agreement or understanding, and the Company hereby covenants and agrees to waive and release any of the foregoing.

3.02 **Franchise.**

- (a) The County hereby grants to the Company a franchise, privilege or right to acquire, engineer, permit, construct, operate and provide closure and post-closure services for a sanitary landfill in the County, solely at Company's expense.
- (b) The County further reserves the right and privilege, at its sole discretion, to exercise itself or grant to any Person any rights, privileges or franchises with respect to solid waste collection services in or about the County.
- (c) The County does hereby covenant and agree that its shall equally enforce all provisions of law with respect to solid waste disposal facilities, solid waste

management sites and sanitary landfills in the County.

- (d) The County does hereby covenant and agree that, during the term of this Agreement, it shall not construct any landfill or contract with any third party to provide a landfill as long as the site is operated in substantial compliance with applicable regulations.

3.03 **Host Fees.** For and in consideration of the right to establish and operate the Facilities granted to the Company by the County, the Company covenants and agrees to pay to the County, in immediately available funds, on or before the last business day of each month, commencing with the second month next succeeding the month in which the Facilities are opened for operation, an amount equal to \$1.00 multiplied by the tonnage of waste disposed at the Landfill received from out-of-county sources.

3.04 **Term.** The term of this Agreement shall begin on the date and year of execution hereof as set forth above and this Agreement shall remain in full force and effect until each party hereto shall have fully observed and performed all obligations on the part thereof herein contained and this Agreement shall have then been terminated in writing executed by each party hereto, it being understood and agreed that the obligations of the Company for the disposal of County Solid Waste hereunder shall be in effect for a period of not less than twenty (20) years and not greater than the life of the Facilities.

3.05 **Disposal Fees.**

- (a) During the term of this Agreement, the County may dispose, or arrange for the disposal, of any putrescible, household solid waste generated from residential units (meaning structures with four (4) or less housing units) within the County at the Landfill at no charge, provided that only putrescible wastes collected pursuant to curbside collection programs implemented by the County or any city government within the County shall qualify for such free disposal.
- (b) The County may dispose of up to thirty (30) tons per day of waste generated by commercial sources at a rate of twelve and 00/100 (\$12.00) dollars per ton, exclusive of any fees, taxes, assessments or other charges associated with the operation of the Landfill imposed by any Federal, State or local governmental authority (“Governmental Fees”).

- (c) The tonnage limitations under (b) shall increase annually in equal proportion to any documented increases in the County population.
- (d) Prices may be adjusted based on changes in the Consumer Price Index for all Urban Consumers, Charlotte Regional Area (the "CPI"). The increase in the price shall be effective each October 1 during the term of this Agreement. The Company shall notify the County of changes made pursuant to this paragraph by July 1 of each year. Price adjustments shall be calculated as of April 1 of each year and shall equal the price in effect during the previous year multiplied times a fraction, the numerator of which is the CPI for the most recently available twelve (12) month period immediately preceding the adjustment and the denominator of which is the CPI for the beginning of the twelve (12) month period. In the event that the CPI adjustment in any one (1) year exceeds five (5%) percent, approval must be obtained from the County Commission.
- (e) In the event that regulatory changes imposed by any Federal, State or local government authority result in an increase in costs incurred by the Company in connection with the operation of the Landfill and the performance of its duties hereunder, the Company may seek approval from the County to adjust the rates stated in the contract to pass through the cost increases resulting from such regulatory changes. The Company shall notify the County the potential effect of any such required regulatory changes as soon as practicable. The rate shall not be adjusted due to such regulatory change until after approval by the County subsequent to a full and fair presentation and explanation by the Company of the factual and regulatory basis for such increases.
- (f) Any Governmental Fees shall be charged in addition to the rate stated in subsection (b) above. The Company shall promptly notify the County of any impending imposition of or increase in any such Governmental Fees and shall not pass through such Governmental Fees without thirty (30) days prior written notice to the County.
- (g) In the event that the Company experiences any substantial and unexpected costs in connection with (a) the operation of the Landfill; or (b) drainage at or from the

Landfill, the Company may at its option, submit a request in writing for any adjustment in the established rates. The Company shall furnish adequate documentary evidence substantiating the need for such adjustment, and the County Commission, upon investigation and consideration of the circumstances surrounding the request, may approve or disapprove such request.

- (h) Notwithstanding any other provision, in the event of the occurrence of a natural disaster (e.g., hurricane, tornado, flood, etc.) within Columbus County, and the formal declaration of such by the County as a natural disaster state of emergency, the County shall be entitled to dispose of land clearing and demolition type debris from disaster-related cleanups at a twenty (20%) percent discount to the posted gate rate then in effect for that type waste material, with such discount to remain in effect for a period of thirty (30) days after such declaration. Only storm-related waste generated within the County shall be eligible for such a discount.

3.06 Service Area. The County specifically approves a service area for the Landfill to include all counties of which all or a portion of lie within a one hundred (100) mile radius of the Site, which are agreed to include the following:

NORTH CAROLINA	SOUTH CAROLINA
1. Columbus	1. Horry
2. Brunswick	2. Georgetown
3. New Hanover	3. Marion
4. Pender	4. Florence
5. Onslow	5. Cheraw
6. Lenoir	6. Dillon
7. Carteret	7. Darlington
8. Craven	8. Lee
9. Greene	9. Sumter
10. Pitt	10. Chesterfield
11. Wayne	11. Williamsburg
12. Duplin	12. Marlboro
13. Sampson	13. Clarendon
14. Johnston	14. Berkley
15. Wake	

NORTH CAROLINA	SOUTH CAROLINA
16. Harnett	
17. Lee	
18. Hoke	
19. Richmond	
20. Scotland	
21. Cumberland	
22. Robeson	
23. Bladen	
24. Jones	
25. Moore	

In the event the Company's permitted service area is reduced, altered or enlarged by proper procedure in accord with applicable law, whether by DENR, EPA, or other regulatory or governmental authority or by a Court of competent jurisdiction, then, in such event, the term Service Area as used in this Agreement shall be redefined to such reduced, altered or enlarged area. In the event DENR alters or amends its regulation concerning service area permits, or in the event such regulation is found to be unenforceable or unconstitutional by a Court of competent jurisdiction and all appeals from said Court related to said regulation have been exhausted, then, in either of such events, the term Service Area as used in this Agreement shall be redefined in accord with such Court's finding.

ARTICLE IV

Operation of the Facilities

4.01 General.

- (a) Within ten (10) days after presentation to the North Carolina State Agencies or Departments for approval of the plans for the operation and prior to the commencement of the operation of the Facilities, the Company shall make available to the County copies of the plans for the operation of the Facilities. The presentation of the plans of operation shall not in any manner require that Columbus County either approve or concur with the plans as presented. Columbus County does not accept any liability for this review and it shall not be construed that Columbus County accepts any liability for the design, construction or operation by only reviewing the plans

presented by the Company. The operation plans to be presented shall include (without limitation) the following items:

- (1) Estimation of the types and volumes of Solid Waste anticipated to be accepted at the Facilities for the estimated life of the Facilities and operational plans for the handling and disposal of such types and volumes of Solid Waste; and
 - (2) The plans for, and estimates of, the following:
 - (a) Roads, Parking and Traffic flow
 - (b) Cover Material
 - (c) Litter Control
 - (d) Monitoring Plans and Schedule
 - (e) Equipment Utilization
 - (f) Quality Control
 - (g) Special Waste Handling and Disposal
 - (h) Emergency Response Plans
 - (i) Public Convenience and Accommodation
 - (j) Leachate Treatment and Disposal Plans
 - (k) Billing and Collection
 - (l) Vector, Fire and Odor Control Plan
 - (m) Record Keeping and Reporting
 - (n) Fill and Compaction Plans
 - (o) Waste Load Inspection Plans.
- (b) The Company may accept at the Facilities only Acceptable Waste, and shall not accept any Solid Waste generated outside its Service Area.
- (c) No special Waste shall be disposed at the Facilities except in accordance with regulations promulgated by DENR. The County may, upon request, review and make copies of all records, data and other information involving the disposal of Special Waste at the Facilities. Such information will be provided within twenty-four (24) hours of any such request.
- (d) The Company shall maintain a reliable electronic scale at the Facilities for measuring the Solid Waste accepted. The company shall measure the quantities of Solid Waste delivered to the Facilities for acceptance, handling or disposal by scale tone based on weight slips for each load weighed. Such weight slips shall show the gross weight of the truck, including that of the solid Waste, the tare weight of the truck, and the net weight of the Solid Waste. Weight slip and minimum load slips obtained when the Solid Waste is received and weighted at the Facilities shall be used as the basis of payment. All weight tickets and summaries of same shall be maintained at the

Facilities and shall be available for inspection by the County upon request.

- (e) The Company shall accept waste for disposal at the Facilities on a minimum schedule of 7:00 A.M. to 5:00 P.M. on Monday through Friday of each week and 7:00 A.M. to 12:00 Noon on Saturday of each week; provided, however, the Facilities may be closed on the dates in each year on which the following holidays are observed: New Year's Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Except in accordance with Section 4.05, the Company shall operate the Facilities after such hours in such manner as to prevent the creation of noise disturbing to nearby residents. After hours noise disturbing activities will not be audible within two (2) miles of the facility. Except in accordance with Section 6.05, the Company shall cease operation of machinery for solid waste disposal operations at the Facilities thirty (30) minutes after sundown. The Company shall present plans to the County, for the County's approval, of any other after-hours operation.
- (f) The Company shall determine and prominently display at the Facilities the standard rates, fees and charges for accepting, handling and disposing of Solid Waste at the Facilities and the dates and hours of operation of the Facilities.
- (g) Complaints to the County or to the Commission by citizens or other interested parties regarding the Facilities will be forwarded to the Company. The Company shall promptly respond completely to such complaints and promptly report the circumstances and action taken to the County. The Company will notify County within twenty-four (24) hours of any major violation.
- (h) Neither the Company or the County shall, without written consent of the other party, amend the definition of Acceptable Waste.
- (i) Approval by the County of any aspect of the Landfill Operation or design shall not imply any responsibility or liability for such matters.

The County makes no representation to the Company or to any individual, corporation or any Federal or State agency or regulators and accepts no responsibility for the design, construction or operation of the solid waste collection or disposal service which is encompassed within this agreement.

4.02 Personnel.

- (a) The Company shall employ, maintain and assign qualified supervisory and managerial personnel at the site who have suitable technical, engineering and environmental training, education and experience which is appropriate and as may be required to assure the safe, proper and efficient maintenance and operation of the landfill at the site.
- (b) An authorized representative of the Company shall be present at the Facilities at all times that the Facilities are in operation.
- (c) The Company shall file with the County the names, addresses and telephone numbers of authorized representatives who can be contacted at any time. These authorized representatives must maintain offices within the County and be fully authorized and equipped to respond to reasonable requests of the County.

4.03 Litter and Dust Control.

- (a) The Company shall maintain and keep free of litter and other foreign materials all areas within the Facilities, adjacent properties of the Company and the rights-of-ways of Highway 211 from Bolton to Supply. The Company shall use its best efforts to maintain the Facilities, adjacent properties of the Company and the rights-of-ways of said roads in a clean, vector-free, and sanitary condition, in accordance with best management practices in the industry with respect to Subtitle D landfills, or any reclassification thereof, and in compliance with DENR regulations, and shall promptly redress and abate any public nuisance as adjudicated by a court of competent jurisdiction created by the Facilities. The Company shall inspect the rights-of-ways of said County Roads on a weekly basis and collect and dispose of all litter on such roads.
- (b) The Company shall furnish, maintain and use such dust control equipment as may be reasonable and necessary to protect employees, the public and adjacent properties and to minimize the creation of dust at the Facilities.
- (c) The Company shall use all reasonable measures to contain windblown waste, such as paper and other light debris, and shall collect and properly dispose of all windblown waste within compliance of DENR regulations.

4.04 **Signs and Traffic.** The Company shall provide and maintain signs displaying rules applicable to the Facilities in a clean and readable condition. The Company shall also provide and maintain signs, at the facilities and not on public roads, for the convenience of operators of vehicles using the Facilities to ensure safe and efficient traffic flow.

4.05 **Emergency Conditions Requiring Changes in Hours of Operation.** In the event of emergency conditions declared by the County, the Company shall, subject to mutual agreed additional compensation based on actual cost the Company, keep the Facilities open beyond normal operating hours for the disposal of Solid Waste generated or caused by such emergency conditions, if the County requests such facility to be open.

4.06 **Approvals.** Approval by the County of any aspect of the Landfill Operation or design shall not imply any responsibility or liability for such matters.

ARTICLE V

Indemnity

5.01 **Indemnity of County by the Company.**

- (a) **Special Environmental Indemnity.** The Company shall defend, indemnify, agree to pay, and save harmless the County (including without limitation all officers, agents, and representatives of the County and members of the governing body of the County) against, any and all liabilities, claims, damages, causes of action, judgments, fines, penalties, response costs, and other losses, costs and expenses of any nature whatsoever (including all reasonable attorneys' fees and expenses and litigation costs and expenses of investigation and expert fees) asserted against or suffered or incurred by the County that are related to or arise out of: (1) Any violation of, or noncompliance or alleged noncompliance of the Site or the Facilities with Environmental Laws; (2) operation, closure or post-closure of the Site by Contractor; or (3) result form the presence of Hazardous Substances now or hereafter located on or under or included in the Site, or any part thereof, that may be required by any Environmental Law or by regulatory authorities with respect to any Environmental Law (specifically including without limitation any and all liabilities, damages, fines, penalties, response costs, investigatory or other costs pursuant to the Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended, 42

U.S.C. §9601 et seq.), and including without limitation claims (including claims alleging negligence by the County) alleging noncompliance with Environmental Laws which seek relief under or are based on state or common law theories such as trespass or nuisance.

- (b) **General Indemnity.** With respect to all matters not within the Special Environmental Indemnity of Section 7.02(a), the Company shall defend, indemnify, agree to pay, and save harmless the County (including without limitation all officers, agents, and representatives of the County and members of the governing body of the County) against any and all liabilities, claims, damages, causes of action, judgments, fines, penalties, and other losses, costs and expenses of any nature whatsoever (including all reasonable attorneys' fees and expenses and litigation costs and expert fees) asserted against or suffered or incurred by the County, and caused by or resulting from any negligent or willful act or omission of the Company (and/or its agents and employees).
- (c) The covenants of indemnity by the Company contained in this Section 7.02 with respect to any event or occurrence arising on or before termination (for any reason) of this contract shall survive termination of this contract and shall remain in full force and effect until commencement of an action based on such event or occurrence shall be prohibited by law.

ARTICLE VI

Covenants of the Company

6.01 Compliance with Environmental Laws.

- (a) The Company shall fully comply with all Environmental Laws and all other applicable laws, rules and regulations applicable to the Facilities of any Governmental Authority presently having recognized and established jurisdiction with respect thereto and shall maintain in full force and effect all required approvals, authorizations, franchises, licenses and permits necessary for the Facilities and pay all costs and expenses in connection with the foregoing.
- (b) The Company shall not permit any other person to, bring any Hazardous Wastes onto the Site and shall (1) if any release of Hazardous Substances or disposal of Hazardous

Wastes occurs on the Site, take the following actions to the extent deemed necessary or advisable in the Company's reasonable discretion or so ordered by a court of competent jurisdiction: (i) immediately remove or dispose of the same in accordance with applicable Environmental Laws; (ii) cause the Site and the operations conducted thereon (including all operations conducted thereon by other persons) to comply with all Environmental Laws; (iii) undertake any and all preventive, investigatory and remedial action (including emergency response, removal, clean up, containment and other remedial action) that is (A) required by any applicable Environmental Law or (B) necessary to prevent or minimize any property damage (including damage to any of the Site), personal injury, or harm to the environment, or the threat of any such damage or injury, by releases of or exposure to Hazardous Substances in connection with the Site or the operations on the site; (2) promptly give notice to the County in writing if the Company should become aware of (A) any spill, release or disposal of any Hazardous Substances, or imminent threat thereof, at the Site, in connection with the operations on the Site, or at any adjacent property that could migrate to, through or under the Site, (B) any violation of Environmental Laws regarding the Site or operations on the Site, (C) any disposal of Hazardous Waste at the Site, and (D) any investigation, claim or threatened claim under any Environmental Law, or any notice of violation under any Environmental Law, involving the Company or the site; and (3) deliver to the County, at the County's request, copies of any and all documents in the Company's possession or to which the Company has access relating to Hazardous Substances, Hazardous Wastes, or Environmental Laws and the Site, and the operations on the Site, including without limitation laboratory analyses, site assessments or studies, environmental audit reports and other environmental studies and reports.

(c) If the County at any time reasonably believes that the Company, and/or its agents or employees, is not complying with all applicable Environmental Laws or the requirements hereof regarding the same, or that a release of Hazardous Substances has occurred on or under the site, the County may, at its cost and expense, cause an environmental audit or site assessment to be made with respect to the matters of

concern to the County, without prior notice to the Company.

- (d) The Company shall furnish a bond or other financial assurances as may be required by the State of North Carolina in the permitting process in such amount, terms and conditions as will be acceptable to the State of North Carolina. The State of North Carolina shall be the sole determining governmental agency as to the sufficiency of the bond or other financial assurances. The County of Columbus shall be shown as a protected party along with the State of North Carolina in the posting of the bond or other financial securities. If the State of North Carolina should ever release the said bond or other financial assurance instrument, then the County of Columbus shall remain as the sole protected party until such time as the said County should release the said bond or other financial assurance instrument. This bond or instrument shall provide protection as may be required by the State of North Carolina and especially protection for the closure of the facility, should the facility be closed either voluntarily or non-voluntarily by the Company or some regulatory department, agency or by court order of a court of competent jurisdiction. The posting of the bond or other financial securities shall not be a duplication requirement, but shall only list both parties (State and County) as the protected agency.

6.02 Landscape Plan. The Company shall make available to the County a landscape plan, to provide buffer areas and an entrance to the Facilities that is aesthetically pleasing and complementary to the surroundings. The Company shall implement such plan after making all reasonable changes thereto requested by the County.

6.03 Provisions of Annual Financial Records and Operating Data with Respect to the Facilities.

- (a) The Company shall furnish to the County, within ninety (90) days after the end of each fiscal year, operating reports with respect to the Facilities, including (without limitation) the amount of Solid Waste received at the Facilities for each calendar day, and the fees applicable to such solid Waste and Counties which wastes are received.
- (b) The Company shall also furnish to the County, forthwith upon request thereby, all other information reasonably requested by the County with respect to verification of compliance by the Company with this Contract within seven (7) working days.

- (c) The Company shall furnish to the County, on a monthly basis in the month following receipt or delivery thereof by the Company, copies of all test and monitoring results, regulatory inspection reports, volume reports, waste certifications, regulatory correspondence, as-built drawings, and other documents pertinent to monitoring the operation of the Facilities or to providing to regulatory authorities any reports or information required to be submitted by the County.

6.04 **Insurance.**

- (a) For and during the period in which the Company is acquiring and constructing the Facilities or in which the Facilities are open for operation the Company will procure and continuously maintain in effect the following insurance, in generally recognized responsible insurance companies, qualified under the laws of North Carolina to assume the respective risks undertaken, and shall pay as the same become due all premiums with respect thereto:
- (i) Comprehensive liability insurance on an occurrence basis and property damage insurance on an each event basis. Comprehensive liability insurance shall be a yearly minimum of \$5,000,000 per occurrence with \$5,000,000 aggregate. Property damage coverage shall be a yearly minimum of \$5,000,000 each event with \$5,000,000 aggregate. All such policies shall name the County, its officers, agent, servants, and employees, as additional insureds in lieu of providing protective liability insurance as set out below.
 - (ii) Comprehensive automobile liability insurance providing bodily injury liability on an occurrence basis and providing property damage liability insurance on an accident basis. The policy shall protect the Company against all liability arising out of the use of automotive vehicles, both private, passenger, and commercial, regardless of whether such vehicles shall be owned by the Company, owned by others, or hired. Limits of liability for comprehensive automobile liability insurance shall be \$1,000,000 per occurrence with \$1,000,000 aggregate.
 - (iii) Protective liability insurance issued in the names of the County, its officers, agents, servants, and employees, covering the liability of such persons or

entities for operations of the Company. These policies shall provide limits of liability in the amount of \$5,000,000 each person; \$5,000,000 each accident-bodily injury; and \$3,000,000 each accident-property damage. This requirement may be waived if such coverage is provided under the General Liability and Property Damage policies described above.

- (b) All policies evidencing the insurance required hereby shall name the County as an insured as its interest shall appear and shall provide that the insurer will not amend or cancel any such policy without having provided thirty (30) days prior written notice to the County. The Company makes no warranties that the County has an insurable interest related to such policies and makes no warranties that such policies of insurance can be issued naming the County as an additional insured as its interest appears, but the Company agrees to use its best efforts to procure and maintain such policies in the manner herein provided.
- (c) Upon reasonable request by County, the Company shall furnish to the County certificates evidencing compliance with this Section within seven (7) working days.

6.05 Inspection.

- (a) Upon advance request, the Company shall permit the County and its agents, employees and representatives at all reasonable times to enter upon, examine and inspect the Facilities. The Company shall maintain and make available upon request by the County documentation concerning any inspections by and Governmental Authority. The County shall not, in the exercise of its rights hereunder, interfere with the construction or operation of the Facilities, which is the sole responsibility of the Company.
- (b) Upon the occurrence of an Event of Default (which shall not have been theretofore cured as provided herein), the Company will permit a certified public accountant or other person designated by the County to have access to, inspect, examine and make copies of the nonconfidential and non proprietary records and data of the Company respecting the Facilities within three (3) working days of request.

6.06 No Discrimination. The Company shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

6.07 Closure and Post-Closure of the Facilities.

- (a) The company shall be obligated to provide for, at the Company's sole cost and expense, the closure and the post-closure maintenance of the Facilities in compliance with applicable state and federal laws and regulations as then in effect for the maximum period then required by applicable state and federal laws and regulations after the Company shall have ceased accepting Solid Waste at the Facilities, including the State requirements for financial assurance. Upon cessation of operation of the Facilities and commencement of post-closure of the Facilities, the Company shall give written notice of intent to commence post-closure of the Facilities and, if and when requested by the County, submit any plans required by law for the closure and post-closure maintenance program to the County and shall include therewith the provision for payment of all costs of closure, post-closure maintenance, and any remedial action required with respect thereto. The Company shall provide copies of all certifications of closure or post-closure as received. In the event of cessation by the Company of operation of the Facilities for any reason, the Company shall be responsible for closure of any cells constructed to that point by the Company, but not for closure of cells thereafter constructed by any other Person. An assignment under Section 8.02 shall operate to transfer all closure and post-closure responsibilities to the assignee(s).
- (b) In the event the State ever abolishes the existing statutes and regulations regarding financial assurance, the Company agrees to provide equivalent financial assurance directly to the County.

6.08 County Powers. The Company covenants and agrees that nothing contained herein shall operate or be construed to deny, abrogate, limit or restrict the lawful exercise by the County of any power or authority under the constitution and laws of the State of North Carolina as at any time in effect.

6.09 Assurances. Prior to beginning waste disposal operations at the Site, the Company shall post any financial assurance mechanisms required by DENR. Furthermore, if the Company is or ever becomes a subsidiary of another company, the parent company shall provide a corporate guaranty to the County of all obligations of the Company hereunder.

ARTICLE VII

Events of Default, Remedies**7.01 Events of Default.**

- (a) **Material Default.** Any one or more of the following shall constitute a material event of default (an "Event of Default"), whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment, decree, order of any Governmental Authority or court of law, if the same has not been fully cured and corrected within thirty (30) days (subject to extension as provided below) after written notification from the County specifying such Event of Default and requesting that it be cured and corrected:
- (i) **Covenant Default or Misrepresentation.** Failure by the Company to observe and perform any covenant or agreement under this Contract or any warranty, representation or other statement made by or on behalf of the Company in or in connection with this Contract be untrue or misleading in any material respect at the time made.
 - (ii) **Events of Bankruptcy.** The dissolution or liquidation of the Company or the filing by the Company of a voluntary petition in bankruptcy, or failure by the Company promptly to lift any execution, garnishment or attachment of such consequence as will impair operations of the Company, the seeking of or consenting to or acquiescing by the Company in the appointment of a receiver of all or substantially all property thereof or of the Facilities, or the adjudication of the Company as a bankrupt, or any assignment by the Company for the benefit of creditors thereof, or the entry by the Company into an agreement of composition with creditors, or if a petition or answer is filed by the Company proposing the adjudication of the Company as a bankrupt or debt readjustment under any present or future federal bankruptcy code or any similar federal or state law in any court, or if any such petition or answer is filed by any other person and such petition or answer shall not be stayed or dismissed within ninety (90) days.
- (b) **Extension of a Cure Period.** If, due to the nature of the Event of Default, more than

thirty (30) days are required for the Company to correct the default, and the County determines the Company to be involved in a good faith effort to correct the default in a timely manner, the County, in its sole discretion, may by vote of the Commission choose to extend the time period allowed for correction of the default. In case of bankruptcy, there shall be no extension of the cure period.

7.02 **Remedies.** In addition to the remedies set forth in other sections:

- (a) Upon the occurrence of any Event of Default the County may take any one or more of the following actions and remedies, which shall be cumulative and not exclusive:
 - (i) Terminate this Contract as of any date which the County may select provided said date is at least fifteen (15) days after the said thirty (30) days period in which to cure or commence curing;
 - (ii) Cure the breach or default at the expense of the Company;
 - (iii) Have recourse to any other right or remedy to which the County may be entitled by law or at equity, including, but not limited to, the right for all damage or loss suffered as a result of such termination.

7.03 **Agreement to Pay Attorneys' Fees and Expenses.** If the County institutes an action in a court of competent jurisdiction to enforce performance or observance by the Company of any obligation or agreement by the Company under this Contract, upon adjudication by the court that the Company was in default with respect to such performance or observance; the court shall award the reasonable attorneys' fees or other expenses incurred by the County with respect to such action.

7.04 **Waiver.** The waiver of any breach of this Contract by County shall not constitute a continuing waiver or a waiver of any subsequent breach, either of the same or another provision of this Contract. Any default on the part of the Company shall be construed as continuous, and the County may exercise every right and power under the Contract at any time during the continuance of such default, or upon the occurrence of any subsequent default. The delay or omission by County to exercise any right or power provided by this Contract shall not constitute a waiver of such right or power, or acquiescence in any default on the part of the Company.

7.05 **Remedies of the Company.** In the event the County fails to observe or perform

any covenant or agreement under this contract, the Company shall have all rights and remedies available at law or equity therefor and the Company shall provide to the County all rights to written notice and opportunity to cure said failure.

7.06 **Landfill.** Notwithstanding any other provision herein, in the event the Landfill is never permitted or constructed, after the Best Efforts of the Company, the Company shall not be deemed to be in breach hereof. The County's only remedy shall be termination of this Agreement if the Landfill is not constructed within five (5) years from the date hereof.

ARTICLE VIII

Provisions of General Application

8.01 **No Prior Agreements.** The parties shall look solely to this Contract for definition and determination of all their respective rights, liabilities, obligations and responsibilities relating to the Facilities and the Site and the matters herein contained and for this Contract to completely and fully supersede any other agreement, communication or understanding, whether written or oral, among the County and the Company or any affiliates of any thereof, relating to the Site and the Facilities and the respective rights and obligations of the County and the company with respect thereto.

8.02 **Assignability.** This Agreement is not assignable in whole or in part to any other person, partnership or entity without the expressed written permission of the Columbus County Board of Commissioners by affirmative vote at an official Board meeting to allow assignment. Such approval shall not be unreasonably withheld.

8.03 **Notices.** Any requests, demands or notices provided in this Contract shall be conclusively deemed to have been given when the same shall have been deposited in the United States mail, postage prepaid, addressed to the party to whom such request, demand or notice is directed at the address set forth in below:

If to County:	Columbus County Administrator 111 Washington Street Whiteville, NC 28472
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If to the Company:	Riegel Ridge, L.L.C. Attn: Greg Peverall 219 North Boylan Raleigh, NC 27603
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No notice to or demand on the Company in any case shall entitle the Company to any other or further notice or demand in the same, similar or other circumstances.

8.04 **Successors and Assigns.** Whenever in this Contract any party hereto is referenced, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of the Company which are contained in this Contract shall bind the respective successors and assigns of the Company and shall inure to the benefit of the successors and assigns of the County.

8.05 **Governing Law.** This Contract and any other documents executed in connection herewith or related hereto shall be construed in accordance with and governed by the laws of the State of North Carolina.

8.06 **Modification, Amendments, Notice.** No modification, amendment or waiver of any provision of this Contract and no consent to any departure by the Company therefrom shall be effective unless the same shall be in writing and signed by the County and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given.

8.07 **Severability.** Any provision of this Contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or thereof or affecting the validity or enforceability of such provision in any other jurisdiction.

8.08 **Counterparts.** This Contract shall be executed in two (2) counterparts, each of which shall constitute an original, but when taken together shall constitute but one (1) agreement.

8.09 **Jurisdiction, Service.** The Company hereby consents to the exclusive jurisdiction of any state court or any federal court located within the State of North Carolina. Nothing herein shall limit the rights of the parties to have access to the federal courts of the Eastern District of North Carolina if jurisdiction of such courts is otherwise proper. To the extent permitted by applicable law, the Company waives any objection to venue of any action instituted hereunder.

8.10 **Article and Section Titles.** The article and section titles contained in this Contract are and shall be without substantive meaning or content of any kind whatsoever and are not a part of the agreement between the parties hereto.

8.11 **Conditional Performance.** The County specifically agrees that the Company's obligations hereunder are wholly conditional upon: (I) receiving all necessary and desirable permits for the construction of the Landfill in final and unappealable form; and (ii) the consummation of all transactions pursuant to which the Company will acquire fee simple title to the Landfill Site.

IN WITNESS WHEREOF, the County and the Company have each caused this Contract to be executed in its name and on its behalf by officers thereof duly authorized thereunto on the day and year first above written.

COUNTY: **COLUMBUS COUNTY, NORTH CAROLINA**
/s/ C.E. "Gene" WILSON, as Chairman of the
COLUMBUS COUNTY BOARD OF COMMISSIONERS

ATTESTED BY:
/s/ IDA L. SMITH, Clerk to Board
COMPANY:

RIEGEL RIDGE, LLC
/s/ Greg Peverall, as Managing Member

RESOLUTION - DESIGNATION OF APPLICANT'S AGENT FOR HURRICANE FLOYD DISASTER RELIEF

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

RESOLUTION

BE IT RESOLVED BY the Board of Commissioners of Columbus County that Dempsey B. Herring, County Administrator, is hereby authorized to execute for and in behalf of Columbus County, a public entity established under the laws of the State of North Carolina, this application and to file it in the appropriate State office for the purpose of obtaining certain financial assistance under the Disaster Relief Act (Public Law 288, 93rd Congress) or otherwise available from the President's Disaster Relief Fund.

THAT Columbus County, a public entity established under the laws of the State of North Carolina, hereby authorizes its agent to provide to the State and to the Federal Emergency Management Agency (FEMA) for all matters pertaining to such Federal disaster assistance the assurances and agreements printed on the reverse side hereof.

Passed and approved this 4th day of October 1999.

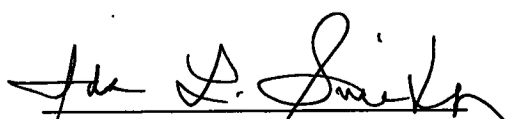
C.E. Wilson, Chairman
Sammie Jacobs, Vice-Chairman


The above document was certified and properly executed by the Clerk to the Board of the Columbus County Board of Commissioners.

/s/ Ida L. Smith
Clerk to the Board

ADJOURNMENT

A motion was made by Commissioner Britt, seconded by Commissioner Jacobs and passed unanimously to adjourn the Board Meeting at 9:40 A.M.


Ida L. Smith, Clerk to Board

APPROVED:

C.E. Wilson, Chairman