

COLUMBUS COUNTY BOARD OF COMMISSIONERS

Monday, May 02, 2005

6:30 P.M.

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time in the Dempsey B. Herring Courthouse Annex Building located at 112 West Smith Street, Whiteville, North Carolina, for their regular scheduled meeting on the first Monday.

COMMISSIONERS PRESENT:

Sammie Jacobs, **Chairman**
 Kipling Godwin, **Vice Chairman**
 Amon E. McKenzie
 James E. Prevatte
 Bill Memory
 Lynwood Norris
 David L. Dutton, Jr.

APPOINTEES PRESENT:

Billy Joe Farmer, **County Manager**
 James E. Hill, Jr., **County Attorney**
 Darren L. Currie, **Assistant County Manager**
 June B. Hall, **Clerk to Board**
 Roxanne Coleman, **Finance Officer**

Agenda Items #1 and #2: MEETING CALLED TO ORDER and INVOCATION:

At 6:30 P.M., Chairman Jacobs called the meeting to order. The invocation was delivered by Commissioner Prevatte. Everyone in attendance stood and pledged Allegiance to the Flag of the United States of America which was led by Commissioner Dutton.

Agenda Item #3: BOARD MINUTES APPROVAL:

Commissioner Norris made a motion to approve the following Board Minutes, seconded by Commissioner McKenzie. The motion so carried.

1. April 13, 2005 Special Called Emergency Meeting Minutes;
2. April 15, 2005 Special Called Emergency Meeting Resumed Minutes;
3. April 18, 2005 Regular Session Minutes; **and**
4. April 18, 2005 Columbus County Water and Sewer District I Board Meeting Minutes.

Agenda Item #4: TRAVEL AND TOURISM - APPROVAL OF NATIONAL TOURISM WEEK RESOLUTION:

Jennifer Long, Executive Director of Tourism Bureau, requested Board approval and adoption of the following Resolution.

**RESOLUTION to RECOGNIZE
 NATIONAL TOURISM WEEK
 in COLUMBUS COUNTY**

WHEREAS, tourism is one of North Carolina's largest industries and a vital part of a community or county's health; **and**

WHEREAS, domestic tourism in Columbus County generated an economic impact of over \$36 million dollars and generated a \$5.35 million dollar payroll in 2004; **and**

WHEREAS, more than 310 jobs in Columbus County are directly attributable to travel and tourism and Columbus County ranks fifty-sixth in travel impact among North Carolina's one hundred (100) counties.

NOW, THEREFORE, BE IT RESOLVED, by the Columbus County Board of Commissioners, the week of May 8 through May 14, 2005 be honored as **National Tourism Week** in Columbus County in recognition of the economic importance of this growing industry to Columbus County and its citizens.

ADOPTED this 2nd day of May, 2005

**COLUMBUS COUNTY BOARD OF COMMISSIONERS
 /s/ SAMMIE JACOBS, Chairman**

ATTESTED BY:*/s/* **JUNE B. HALL, Clerk to the Board**

Ms. Long stated the following:

1. On May 10, 2005, at 5:45 P.M., there will be a Legislative Reception. We have invited all the Legislators. If you would like a ticket for this event, contact me and I will arrange to get you a ticket;
2. We will have a Tourism Summit for Columbus County on May 26, 2005 which will bring the legislative leadership together, along with Tourism, for an open forum and discussion on where we've been, where we are now and where do we want to be. The invitations have not gone out yet, but will be going out shortly; **and**
3. Tomorrow, May 03, 2005, we will be having a Media Event with hot air balloons involving the local and regional new media to serve as an opening event of the Strawberry Festival; **and**
4. This weekend, we will have five (5) hot air balloons to serve as a drawing event for the Strawberry festivities.

Commissioner Memory made a motion to approve the Resolution to Recognize the National Tourism Week in Columbus County, seconded by all remaining Board members. The motion so carried.

Agenda Item #5: EMERGENCY SERVICES - APPROVAL OF LETTER OF INTENT TO APPLY FOR ASSISTANCE ON BEHALF OF COLUMBUS COUNTY:

Ronnie Hayes, Director of Emergency Services, requested Board approval of the following Letter of Intent in order to apply for this assistance.

North Carolina Department of Crime Control and Public Safety
 North Carolina Redevelopment Center
 Attention: Ms. Yolanda T. Abram, Director
 20325 Mail Service Center
 Raleigh, North Carolina 27699-0325

IN RE: Letter of Intent

Dear Ms. Abram:

The County of Columbus would like to express intent to participate in the Hurricane Recovery Act of 2005.

/s/ **SAMMIE JACOBS, Chairman**

DATE: May 02, 2005

ATTESTED BY:

/s/ **JUNE B. HALL, Clerk to the Board**

DATE: May 02, 2005

Mr. Hayes stated the following relative to the State Declared Disaster Assistance, North Carolina 2004-EM-Tropical Storm Bonnie/Charlie:

1. The Senate passed Bill #7 allowing money to be set aside for repair and replacement of property resulting from damage incurred by these storms;
2. The applications are being taken at Cooperative Extension;
3. Columbus County will need to look at the applications to determine if they meet the required criteria; **and**
4. It is the choice of the County Commissioners if they would like to review the applications.

Commissioner Memory asked Mr. Hayes who will look at the applications that are being submitted to screen for eligibility. Mr. Hayes replied stating Columbus County could establish a committee for this purpose, or hire a contractor, but someone representing Columbus County will ultimately have to look at the applications and determine the eligibility. There is a ten (10%) percent Administrative Fee involved, and some In-Government Aid Money to help cover the cost incurred by Columbus County for these services.

Commissioner Prevatte asked if the money would have to be paid back by the homeowners or Columbus County. Mr. Hayes replied stating the money will have to be paid back by the homeowners.

Agenda Item #6: EMERGENCY SERVICES - ESTABLISH PUBLIC HEARING DATE, TIME AND PLACE FOR REVISED FIRE DISTRICT MAPS:

Ronnie Hayes, Director of Emergency Services, requested the Board to establish a date, time and place for a Public Hearing for the Revised Fire District Maps. Mr. Hayes stated the following relative to this matter:

1. I had some questions regarding the boundary lines and I requested the State to look at them;
2. The State discovered some discrepancies on their part and on my part;
3. The niches that were discovered have been corrected; **and**
4. Pecan Orchard was the area mostly affected by the changes.

Commissioner Norris made a motion to establish May 16, 2005, at 6:15 P.M., in the Dempsey B. Herring Courthouse Annex, Commissioners Chambers, 112 West Smith Street, Whiteville, North Carolina 28472, as the date, time and place for the Public Hearing to be held for the revised Fire District Maps, seconded by Commissioner Dutton. The motion so carried.

Agenda Item #7: PRESENTATION - PROCLAMATION OF RECOGNITION TO CHIEF ROSCOE JACOBS:

On behalf of the entire Columbus County Board of Commissioners, Vice Chairman Godwin stated there was a certain gentleman who resides in Columbus County that is well deserving of recognition, namely Roscoe Jacobs, and stated the following:

1. The best way I can describe this gentleman is - he is a gentle giant;
2. We have served together on the Red Cross Committee and he is an excellent committee member; **and**
3. He is well deserving of the Proclamation of Recognition that we are going to present to him tonight.

Vice Chairman Godwin asked if any of the other Board members would like to say anything about Mr. Jacobs. The following comments were made.

Commissioner Norris: stated the following:

1. I have known Roscoe a long time;
2. I cannot think of anyone who is more deserving than he is;
3. He is definitely a go getter in anything he attempts to do; **and**
4. Although, he has reached his senior years, he refuses to slow down.

Commissioner Memory: stated the following:

1. I have served on the Red Cross Committee with Mr. Roscoe and you could not ask for a better committee member;
2. I consider him to be a true friend;
3. You can't help but to like Mr. Roscoe; **and**
4. If you need a favor of him, and ask, if he can, he will deliver.

Commissioner McKenzie: stated the following:

1. The first time I met Mr. Roscoe, he was driving a Ford, which was a plus in my book;
2. He is a dedicated servant of our Heavenly Father;
3. He is humble but of great strength; **and**
4. He has certainly earned this recognition and well deserves it.

Commissioner Prevatte: stated the following:

1. I have known Mr. Jacobs for over thirty (30) years;
2. My first knowledge of Mr. Jacobs was when I was in the teaching field;
3. He is very level headed and easy to talk to;

4. Mr. Jacobs is well deserving of this recognition; **and**
5. He is a very genuine person and citizen of Columbus County.

Commissioner Dutton: stated the following:

1. I would like to offer my congratulations to Mr. Roscoe;
2. He is very civic minded
3. He works hard in the church; **and**
4. The Waccamaw Siouan Tribe should be grateful to have a person of his integrity.

Ed Worley, Director of Columbus County Department of Aging: stated the following:

1. On behalf of the seniors of Columbus County, I would like to thank Mr. Roscoe for all that he does for the seniors;
2. I am very proud of Chief Roscoe Jacobs;
3. He serves on the Region O Advisory Council and Home Care Community Block Grant Committee;
4. He is indeed a full-time leader;
5. He is a member of New Hope Baptist Church in which he serves well;
6. He is a member of the Buckhead Association;
7. He is adamant in his quest to provide for the seniors of Columbus County; **and**
8. I consider Mr. Roscoe to be the greatest role model in Columbus County.

Billy Joe Farmer, Columbus County Manager: stated the following:

1. I have not had the pleasure to know Mr. Roscoe as long as the others here;
2. I understand he has done about everything;
3. He treats people very nicely; **and**
4. He is down to earth and very easy to talk to.

James E. Hill, Jr., Columbus County Attorney: stated the following:

1. Mr. Roscoe Jacobs represents the very best of Columbus County;
2. He has been economically successful;
3. He has dedicated his life to people;
4. In all the years I have known Mr. Roscoe, no bad comments have been heard; **and**
5. I would like to say thanks for all that you do.

After these comments were made, Vice Chairman Godwin read and presented the following Proclamation of Recognition to Roscoe Jacobs.

PROCLAMATION of RECOGNITION
to
ROSCOE JACOBS

WHEREAS, within Columbus County, a native American Tribe exists, namely **Waccamaw-Siouan Indians**, and is mainly concentrated in the Buckhead and St. James Communities north of Bolton and Lake Waccamaw and has members in several counties; **and**

WHEREAS, the **Waccamaw-Siouan Indian Tribe** appointed their first chief in the early 1920's and has experienced four (4) chiefs from that time until recently; **and**

WHEREAS, as a result of tribal reorganization, this said tribe reached a decision to select their Chief by a vote of the tribe, and not by appointment; **and**

WHEREAS, on March 30, 2005, a tribal member by the name of **Roscoe Jacobs** was elected, by popular vote of the tribal members, as the fifth Chief of the **Waccamaw-Siouan Indian Tribe**, this being the first Chief to be selected by this process; **and**

WHEREAS, the **Waccamaw-Siouan Indian Tribe** has one thousand three hundred sixteen (1,316) members, and allows members age eighteen (18) years old or older to vote; **and**

WHEREAS, the position of Chief is honorary and the Chief's major responsibility is to oversee and provide leadership for the tribe in all aspects; **and**

WHEREAS, ***Roscoe Jacobs*** was duly administered his Oath of Office on April 21, 2005 by District Court Judge Marion Warren and is now to be recognized and addressed as ***Chief Roscoe Jacobs***; and

WHEREAS, ***Chief Roscoe Jacobs*** possesses too many attributes to list on this single page, but his major attributes are as follows: his servant role to his Heavenly Father, his dear family, friends and community; his never ending willingness to serve on any committee where his talents are needed and beneficial; the eagerness he possesses to make life better for everyone; and his endless desire to ensure tribal harmony and prosperous continuance; and

WHEREAS, ***Chief Jacobs*** will diligently undertake the task of ensuring the necessary steps and procedures are enforced that are required to promote a high level of quality among the tribe, continuance of beneficial business matters and the promising and endless existence of the tribe itself.

NOW, THEREFORE, BE IT PROCLAIMED, we, the Columbus County Board of Commissioners, do hereby proclaim to proudly recognize ***Chief Roscoe Jacobs*** as the first Chief to be elected, and not appointed, by the tribal members, to the Waccamaw-Siouan Tribe, by the presentation of this **Proclamation of Recognition**; and

BE IT FURTHER PROCLAIMED we recognize this event as a great honor to have occurred within Columbus County and wish ***Chief Roscoe Jacobs*** well in his role as Chief of the Waccamaw-Siouan Indian Tribe.

ADOPTED this the 2nd day of May, 2005.

COLUMBUS COUNTY BOARD OF COMMISSIONERS

/s/ SAMMIE JACOBS, Chairman, District II /s/ KIPLING GODWIN, Vice Chairman, District VI
 /s/ AMON E. MCKENZIE, District I /s/ JAMES E. PREVATTE, District II
 /s/ BILL MEMORY, District IV /s/ LYNWOOD NORRIS, District V
 /s/ DAVID L. DUTTON, JR., District VII

ATTESTED BY:

/s/ JUNE B. HALL, Clerk to Board

Vice Chairman Godwin made a motion to approve the Proclamation of Recognition to Roscoe Jacobs, seconded by all remaining Board members. The motion so carried.

Agenda Item #8: FINANCE - APPROVAL AND ADOPTION OF NORTH CAROLINA RURAL CENTER GRANT PROJECT ORDINANCE:

Roxanne Coleman, Columbus County Finance Director, requested Board approval and adoption of the following North Carolina Rural Center Tele-Center Planning Grant Project Ordinance.

NORTH CAROLINA RURAL CENTER TELE-CENTER PLANNING GRANT PROJECT ORDINANCE Adoption Date: May 02, 2005

BE IT ORDAINED by the Board of Commissioners of the County of Columbus, North Carolina, that pursuant to Section 150-13.2 of the General Statutes of North Carolina, the following Grant Project Ordinance is HEREBY ADOPTED:

SECTION 1. The project authorized is the North Carolina Rural Center Tele-Center Planning Grant.

SECTION 2. The project director is hereby directed to proceed with the construction of the project within the terms of the grant agreement.

SECTION 3. The following revenues are anticipated to be available to the County to complete the project:

ACCOUNT #	TITLE	AMOUNT
10-348-2602	North Carolina Rural Center Tele-Center Planning Grant	\$30,000
TOTAL:		\$30,000

SECTION 4. The following amounts are appropriated for the project:

ACCOUNT #	TITLE	AMOUNT
10-542-0400	Administration	\$25,000
10-542-0401	Planning	\$1,500
10-542-1400	Travel	\$3,000
10-542-5700	Miscellaneous Expenses	\$500
TOTAL:		\$30,000

SECTION 5: The Finance Officer is directed to report quarterly on the financial status of this project. She shall also keep the Governing Body informed at each regular meeting of any unusual occurrences.

SECTION 6. Copies of the Grant Project Ordinance shall be made available to the Budget Officer and the Finance Officer for directions in carrying out the project.

ADOPTED this the 2nd day of May, 2005.

COLUMBUS COUNTY BOARD OF COMMISSIONERS
 /s/ **SAMMIE JACOBS, Chairman**
ATTESTED BY:
 /s/ **JUNE B. HALL, Clerk to Board**

Commissioner Memory made a motion to approve the North Carolina Rural Center Tele-Center Planning Grant Project Ordinance, seconded by Commissioner Norris. The motion so carried.

Agenda Item #9: PURCHASING - DEPARTMENTAL UPDATE:

Stuart Carroll, Purchasing Director, delivered the following Departmental Update to the Board.

1. The Purchasing Department is one (1) year and one (1) month old today;
2. Our Mission Statement reads as follows
 - A. The Columbus County Purchasing Department Staff is committee to conducting all County purchasing activities according to the General Statues of North Carolina and County policy.
 - B. The Purchasing Department Staff will conduct all purchasing activities in such a manner as to develop and maintain good relations with the public, vendors and County departments.
 - C. The Purchasing Staff will encourage fair and open competition through legitimate and ethical means.
 - D. The Purchasing Staff strives to maintain a high level of integrity by having no personal obligation to vendors.
 - E. The Purchasing Department Staff strives to maintain and respect the authority given to the Purchasing Department by not using such authority for private or personal gain.
3. We have developed standardized business cards, letter head and envelopes and by doing this we are saving approximately forty (40%) percent;
4. We have obtained purchasing cards;
5. We have compiled a Purchasing and Contract Manual for Columbus County;
6. We have started a Fleet Management Program;
7. By using our central supply system, we are saving approximately sixty (60%) percent;

8. The Hill Building Project is nearing completion and the Purchasing Department, M.I.S. Department, Tax Office and the Register of Deeds should be moving to the new building in the very near future;
9. In the process of updating the Logics Program to allow all transactions pertaining to purchasing to be done on-line;
10. In the process of starting the Columbus County Garage;
11. I have been asked to take on the responsibility of Safety Manager which I have agreed to;
and
12. Involved with Energy Star Campaign.

Vice Chairman Godwin asked Mr. Carroll to give an update on the installation of credit card payment machines. Mr. Carroll replied stating he was waiting on the final details from the bank.

Vice Chairman Godwin asked Mr. Carroll to give an update on the timber over cut on the Prevatte Tract. Mr. Carroll stated the following:

1. We budgeted for one hundred twenty thousand and 00/100 (\$120,000.00) dollars;
2. There was an over cut in which we had to reimburse funds for, and Michael Rhodes has returned that portion of his percentage to Columbus County;
3. We received one hundred seven thousand and 0/100 (\$107,000.00) dollars for this timber.

Commissioner McKenzie asked Mr. Carroll what type of credit cards could be used on the machines that were being installed for payment by the citizens. Mr. Carroll replied stating there was one (1) he did not use because of the charges being too high and I think it is Discover.

TAX DEPARTMENT - COLLECTION UPDATE:

Chairman Jacobs stated that Richard Gore, Columbus County Tax Administrator, had submitted information to the Board that showed the tax collection rate was up to ninety-three (93%) percent.

Agenda Item #10: ADMINISTRATION - ESTABLISH DATES, AND APPROVE AND ADVISE STAFF OF CHANGES TO THE ATTACHED SCHEDULE FOR BUDGET WORKSHOPS:

Darren Currie, Assistant County Manager, requested the Board to Establish dates for Budget Workshops, and approve or change the following schedule.

BUDGET SCHEDULE (Draft) May _____, 2005

#	DEPARTMENT	TIME
1	Columbus County Schools	5:00 P.M.
2	Whiteville City Schools	5:30 P.M.
3	Southeastern Community College	6:00 P.M.
4	Sheriff's Department	6:30 P.M.
5	Health Department	7::00 P.M.
6	Department of Social Services	7:30 P.M.
7	Emergency Services	8:00 P.M.
8	Maintenance	8:30 P.M.
9	Water Department	9:00 P.M.
10	Administration/Governing Body	9:15 P.M.

May _____, 2005

#	DEPARTMENT	TIME
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1	Aging Department	5:00 P.M.
2	Animal Control	5:15 P.M.
3	Cooperative Extension	5:30 P.M.
4	Economic Development	5:45 P.M.
5	Elections	6:00 P.M.
6	Finance	6:15 P.M.
7	HUD	6:30 P.M.
8	Inspections	6:45 P.M.
9	Library	7:00 P.M.
10	Litter Patrol/Solid Waste	7:15 P.M.
11	Management of Information Systems (MIS)	7:30 P.M.
12	Personnel	7:45 P.M.
13	Planning	8:00 P.M.
14	Purchasing/County Garage	8:15 P.M.
15	Recreation	8:30 P.M.
16	Register of Deeds	8:45 P.M.
17	Soil and Water Conservation	9:00 P.M.
18	Tax Office	9:15 P.M.
19	Transportation	9:30 P.M.
20	Travel and Tourism	9:45 P.M.
21	Veterans Service	10:00 P.M.

After discussion was conducted among the Board members, it was the general consensus of the Board to establish May 12, 2005 as a tentative date, beginning at 5:00 P.M., for the first group listed, and May 17, 2005, beginning at 5:00 P.M. as a definite date, for the second group, to be held in the Dempsey B. Herring Courthouse Annex, Commissioners Chambers, 112 West Smith Street, Whiteville, North Carolina 28472. Due to conflicts in schedule, the tentative date of May 12, 2005 will be negotiated, by telephone, to derive at a more workable date.

Agenda Item #11: CDBG CONCENTRATED NEEDS GRANT #03-C-1089 - APPROVAL AND ADOPTION OF GRANT PROJECT ORDINANCE AMENDMENT:

Darren Currie, Assistant County Manager, requested Board approval and adoption of the following Grant Project Ordinance.

**GRANT PROJECT ORDINANCE AMENDMENT
2003 COLUMBUS COUNTY PROGRAM**

Be it ordained by the Columbus County Board of Commissioners that, Section 3 and Section 4 of the Grant Project Ordinance for the 2003 Columbus County CDBG Program adopted on April 21, 2003 and subsequent amendments be hereby amended as follows:

Section 3. The following revenues are anticipated to be available to complete this project:

Community development Grant
\$700,000.00

TOTAL: \$700,000.00

Section 4. The following amounts are appropriated for the project:

C-1 Acquisition	1,000.00
C-1 Clearance	21,606.00
C-1 Relocation	436,299.00
C-1 Rehabilitation	74,670.00
C-1 Lead Paint	1,925.00
C-1 Administration	59,500.00
L-1 Water	<u>105,000.00</u>
TOTAL:	\$700,000.00

All other conditions and terms associated with the original Ordinance shall not be affected or changed. Ordinance Amendment adopted this the 2nd day of May, 2005.

(SEAL)

/s/ **SAMMIE JACOBS, Chairman**

ATTEST:

/s/ **JUNE B. HALL, Clerk**

Commissioner Norris made a motion to approve the Grant Project Ordinance Amendment, 2003 Columbus County Program, for the CDBG Grant #03-C-1089, seconded by Commissioner Memory. The motion so carried.

Agenda Item #12: ADMINISTRATION - APPROVAL OF (REVISED) INTERLOCAL SEWER AGREEMENT:

Billy Joe Farmer, County Manager, requested Board approval of the following **Revised** Interlocal Sewer Agreement by and between the Town of Fairmont and the Towns of Boardman, Fair Bluff and Cerro Gordo. The original agreement was approved by the Board at the October 18, 2004 Board Meeting.

**ROBESON AND
COLUMBUS COUNTIES**

INTERLOCAL SEWER AGREEMENT

NORTH CAROLINA

THIS INTERLOCAL SEWER AGREEMENT, made and entered into this the 2nd day of May, 2005, by and between the **TOWN OF FAIRMONT**, a municipal corporation chartered by the State of North Carolina (hereinafter referred to as "**FAIRMONT**"), the **TOWN OF BOARDMAN**, a municipal corporation chartered by the State of North Carolina, (hereinafter referred to as "**BOARDMAN**") (hereinafter referred to as "**BOARDMAN**"), the **TOWN OF FAIR BLUFF**, a municipal corporation chartered by the State of North Carolina (hereinafter referred to as "**FAIR BLUFF**"), the **TOWN OF CERRO GORDO**, a municipal corporation chartered by the State of North Carolina (hereinafter referred to as "**CERRO GORDO**"), the **COUNTY OF COLUMBUS**, a county corporation chartered by the State of North Carolina (hereinafter referred to as "**COLUMBUS COUNTY**"),

WITNESSETH:

WHEREAS, FAIRMONT has constructed and operates, in accordance with applicable laws and regulations, a sanitary sewer system, including a wastewater treatment plant, pump stations, lines and other necessary facilities and with sufficient capacity for the needs of FAIRMONT's citizens and customers, and, in accordance with this Agreement, for the citizens and customers of other areas, including BOARDMAN, FAIR BLUFF and CERRO GORDO as contemplated by the Agreement; and

WHEREAS, BOARDMAN, FAIR BLUFF and CERRO GORDO propose to construct, in accordance with applicable laws and regulations, a sanitary sewer system and/or sanitary sewer improvements including pump stations, lines and other necessary facilities for the collection of domestic sewage and industrial waste from their customers and delivery of said sewage to FAIRMONT's facilities as contemplated by this Agreement; and

WHEREAS, BOARDMAN, FAIR BLUFF and CERRO GORDO have requested, and COLUMBUS COUNTY has agreed, that COLUMBUS COUNTY will operate the BOARDMAN sanitary sewer collection system including pump stations, lines and other necessary facilities; the new CERRO GORDO sanitary sewer collection system including pump stations, lines and other necessary facilities; and, the primary sewer collection lines and major regional pump station for the

collection of all wastewater from BOARDMAN, FAIR BLUFF and CERRO GORDO; and

WHEREAS, BOARDMAN, FAIR BLUFF and CERRO GORDO have requested, and COLUMBUS COUNTY has agreed, that COLUMBUS COUNTY will own and operate the regional portions of the system including: the force main from BOARDMAN to CERRO GORDO; the Hwy 242/74 pump station at CERRO GORDO; the force main from CERRO GORDO to BOARDMAN; the River pump station at BOARDMAN; and, the force main from BOARDMAN to FAIRMONT; and,

WHEREAS, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY have requested, and FAIRMONT has agreed, that FAIRMONT will treat wastewater from BOARDMAN, FAIR BLUFF, CERRO GORDO as contemplated by this Agreement; and

WHEREAS, FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY have found it in the best interest of their respective citizens and customers to enter into this Agreement providing for long-term sewer services to be furnished by FAIRMONT to BOARDMAN, FAIR BLUFF, CERRO GORDO in accordance with the terms of this Agreement; and

WHEREAS, the parties have agreed to enter into this Agreement to formalize their respective duties and obligations in such regard.

NOW, THEREFORE, in consideration of the terms, conditions, and covenants expressed herein, FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY agree as follows:

ARTICLE I Definitions

Terms and expressions used in this contract, unless the context shows clearly otherwise, shall have meaning as follows:

- A "FAIRMONT" shall mean the Town of Fairmont, North Carolina, acting through Town Council and duly authorized officers and/or agents.
- B "BOARDMAN" shall mean the Town of Boardman, acting through Town Council and duly authorized officers and/or agents.
- C "FAIR BLUFF" shall mean the Town of Fair Bluff, acting through Town Council and duly authorized officers and/or agents.
- D "CERRO GORDO" shall mean the Town of Cerro Gordo, acting through Town Council and duly authorized officers and/or agents.
- E "COLUMBUS COUNTY" shall mean the County of Columbus, acting through County Board of Commissioners and duly authorized officers and/or agents.
- F "Agents" shall mean duly authorized representatives of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, as indicated.
- G "Month" shall mean calendar month.
- H "Meter" shall mean a device to measure water or sewage flow.
- I "Sanitary Sewer" shall mean a sewer that conveys wastewater, and into which storm, surface or ground waters or unpolluted industrial wastes are not admitted intentionally.
- J "Domestic Sewage" shall mean water-carried wastes normally discharging into the sanitary sewers of dwellings (including apartment houses and hotels), office buildings, factories and institutions, free from storm surface water and industrial wastes.
- K "Normal Domestic Sewage" shall mean waste in which the average concentration of suspended materials is 50 milligrams per liter and 5-day BOD is 250 milligrams per liter.
- L "Industrial Waste" shall mean all water-carried solids, liquids, and gaseous wastes resulting

- from any industrial, manufacturing or food processing operations or process, or from development of any natural resources, or any mixture of these with water or domestic sewage as distinct from normal domestic sewage.
- M “Garbage” shall mean solid wastes and residue from preparation, cooking and dispensing of food, and from the handling, storage, and sale of food products and produce.
- N “Properly Shredded Garbage” shall mean the wastes from preparation, cooking and dispensing of food, exclusive of egg shells, bones, etc., that have been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sewers, without particles greater than ½-inch in any dimension.
- O “BOD” shall mean the quantity of oxygen expressed in milligrams per liter, utilized in biochemical oxidation of organic matter under standard laboratory conditions for five days at a temperature of 20 degrees centigrade. The laboratory determinations of BOD shall be made in accordance with the procedures set forth in “Standard Methods”.
- P “Suspended Solids” shall mean solids that either float on the surface of, or are in suspension in water, sewage, or other liquids, and which are removable by a laboratory filtration device. Quantitative determination of suspended solids shall be made in accordance with procedures set forth in “Standard Methods”.
- Q “pH” shall mean the logarithm (base 10) of the reciprocal of the hydrogen ion concentration expressed in moles per liter. It shall be determined by one of the procedures outlined in “Standard Methods”.
- R “Standard Methods” shall mean the examination and analytical procedures set forth in the latest edition at the time of analysis of “Standard Methods for the Examination of Water and Sewage” as prepared, approved and published jointly by the American Water Works Association, the American Public Health Association, and the Water Pollution Control Federation.
- S “Boardman Project” shall mean the part of the overall construction of facilities necessary to comply with this Agreement, which are BOARDMAN’s responsibility, including funding and construction of the Boardman North pump station, the River pump station and the force main to FAIRMONT. The River pump station and the force main to FAIRMONT will, upon completion of construction, be owned, operated and maintained by COLUMBUS COUNTY.
- T “Fair Bluff Project” shall mean the part of the overall construction of facilities necessary to comply with this Agreement, which are FAIR BLUFF’s responsibility, including funding and construction of FAIR BLUFF’s pump station and wastewater transportation pipelines to CERRO GORDO. The force main to CERRO GORDO will, upon completion of construction, be owned, operated and maintained by COLUMBUS COUNTY.
- U “Cerro Gordo Project” shall mean the part of the overall construction of facilities necessary to comply with this Agreement, which are CERRO GORDO’s responsibility, under grant funds obtained through BOARDMAN, including funding and construction of the Cerro Gordo SE pump station, the Cerro Gordo SW pump station, the Cerro Gordo central pump station, the Cerro Gordo collection system, the Hwy 242/74 pump station and the force main to BOARDMAN. The Hwy 242/74 pump station and force main to BOARDMAN will, upon completion of construction, be owned, operated and maintained by COLUMBUS COUNTY.
- V “Billing Cycle” shall mean that period of time for which COLUMBUS COUNTY is billed for sewage treatment by the FAIRMONT; in no event shall a billing cycle be less than 28 days.

ARTICLE II

Financing and Construction of Necessary Facilities

- A. Responsibilities of Parties. Each party shall be responsible for the construction of its own facility.
- B. Financing, Expenditures, and Allocation.

1. Other Financing. The parties to this Agreement may seek such other funding or financing as they determine to be appropriate to pay their respective share of cost of the total project. It is understood that each entity party to this Agreement is, ultimately, responsible for its share of the total project. Nothing in this Agreement is to be construed as requiring any of the parties hereto to pledge the general taxing power of a party for construction of facilities contemplated under this Agreement.
2. Capacity. The 1.75 million gallons per day (MGD) capacity at the Fairmont Wastewater Treatment Plant, 1.374 million gallons per day (MGD) are hereby allocated to FAIRMONT and 0.335 million gallons per day (MGD) will be allocated to BOARDMAN, FAIR BLUFF, CERRO GORDO. The difference between these amounts has already been allocated to other wastewater customers of the FAIRMONT.

C Construction.

1. BOARDMAN. BOARDMAN shall be responsible for the Boardman Project and construction of appropriate facilities sufficient to handle the discharge of its sewage into the River pump station. COLUMBUS COUNTY will be responsible for operation and maintenance of these facilities and will receive the monthly bill from FAIRMONT for wastewater treatment. BOARDMAN will then receive a monthly bill from COLUMBUS COUNTY for treatment and operation & maintenance.
2. FAIR BLUFF. FAIR BLUFF shall be responsible for the Fair Bluff Project and construction of appropriate collection, pumping and other equipment and facilities sufficient to carry FAIR BLUFF's sewage to and including the new Fair Bluff pump station. FAIR BLUFF will be responsible for operation and maintenance of these facilities designated and will receive the monthly bill from COLUMBUS COUNTY for wastewater treatment and operation & maintenance (regional lines and pump stations).
3. CERRO GORDO. CERRO GORDO shall be responsible for the Cerro Gordo Project and construction of appropriate collection, pumping and other equipment and facilities, through a grant obtained by BOARDMAN, sufficient to carry CERRO GORDO's sewage into the new regional pump station. COLUMBUS COUNTY will be responsible for operation and maintenance of these facilities and will receive the monthly bill from FAIRMONT for wastewater treatment. CERRO GORDO will then receive a monthly bill from COLUMBUS COUNTY for treatment and operation & maintenance.
4. COLUMBUS COUNTY. COLUMBUS COUNTY shall be responsible for the operation and maintenance of the wastewater facilities as contemplated by this Agreement. In addition, COLUMBUS COUNTY will own, operate and maintain the force main lines from the new Fair Bluff pump station to CERRO GORDO; the force main lines from CERRO GORDO to BOARDMAN; and, the force main lines from the BOARDMAN to the FAIRMONT system. COLUMBUS COUNTY will also own, operate and maintain the new Cerro Gordo regional pump station and the new River pump station. FAIRMONT shall submit one monthly bill to COLUMBUS COUNTY for the treatment of wastewater from BOARDMAN, FAIR BLUFF and CERRO GORDO. COLUMBUS COUNTY shall provide monthly bills to BOARDMAN, FAIR BLUFF and CERRO GORDO for their respective portions of wastewater flow based on meter readings at designated pump stations representative of the flows for each entity. BOARDMAN, FAIR BLUFF and CERRO GORDO shall be responsible for billing their respective customers, unless otherwise stipulated in this or subsequent Agreements with COLUMBUS COUNTY.
5. Time for Completion. The construction of the facilities is to be completed within a reasonable time by BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY after receipt of funding.

ARTICLE III
Connection of Services

- A. Connection. Connections between FAIRMONT, BOARDMAN, FAIR BLUFF and CERRO GORDO systems shall take place as soon as practical following the completion of construction of necessary facilities.
- B. Metering.

1. Provisions for Metering. BOARDMAN, FAIR BLUFF and CERRO GORDO will furnish and install the necessary equipment for properly measuring all wastewater to be discharged into regional pump stations. COLUMBUS COUNTY will furnish and install the necessary equipment for properly measuring wastewater to be discharged in the FAIRMONT system under this Agreement. COLUMBUS COUNTY will operate, adjust, and maintain such measuring equipment as the equipment relates to the sole measuring function and bill BOARDMAN, FAIR BLUFF and CERRO GORDO directly for COLUMBUS COUNTY's maintenance cost. Such meters and other measuring equipment shall become and remain the property of each respective entity, as defined in this Agreement. Payment for maintenance and replacement of meters shall be the responsibility of BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, respectively. FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO shall have access to such metering equipment at all reasonable times for inspection and examination, but the reading, calibration and adjustment thereof shall be done only by employees or agents of COLUMBUS COUNTY. Upon written request, FAIRMONT, BOARDMAN, FAIR BLUFF and CERRO GORDO may have access to record books relating to the meters and other measuring equipment in the offices of COLUMBUS COUNTY during reasonable business hours.
2. Calibration. Not more than one (1) time in each year of operation, COLUMBUS COUNTY shall calibrate the above-described meters. Additional calibration may be done, if requested in writing by FAIRMONT, BOARDMAN, FAIR BLUFF or CERRO GORDO. The parties shall jointly observe any adjustments, which are made to the meter in case any adjustment is found to be necessary.
3. Inaccuracies. If, upon any test, the percentage of inaccuracy of any meter is found to be in excess of plus or minus five percent (5%), registration thereof shall be corrected for a period of time extending back to the time when such inaccuracy began, if such time is ascertainable, and if such time is not ascertainable, then for a period extending back one-half (½) of the time elapsed since the date of the last calibration, but in no event further back than a period of six months. If, for any reason, any meters are out of service or out of repair so that the amount cannot be ascertained or computed from a reading thereof, the amounts during the period such meters are out of service or out of repair shall be estimated by the parties hereto on the basis of the best data available. When such estimated amounts are found to vary more or less than ten percent (10%) from the subsequent accurate regularly metered period, the estimated amount shall be readjusted by averaging and credited, re-billed or refunded as appropriate.
4. Unit of Measurement. The unit of measurement for water and wastewater hereunder shall be U.S. Standard Liquid Measures in gallons.

ARTICLE IV Customer Relationship

The parties to this Agreement recognize and agree that no agency, joint enterprise or joint ownership of real or personal property is created by this Agreement and that the relationship established hereunder is of BOARDMAN, FAIR BLUFF and CERRO GORDO as customers, COLUMBUS COUNTY as vendor of sewer operations and services and FAIRMONT as vendor of wastewater treatment and services hereunder, and that no party shall be responsible in any manner for the legal liability or financial responsibility of the other, or of any third (3rd) party entering into any related agreement with any one or all of the parties. As a customer of FAIRMONT, BOARDMAN, FAIR BLUFF and CERRO GORDO shall enjoy the privileges and benefits afforded to other sewer customers of FAIRMONT and shall assume the same duties and responsibilities imposed upon other water and sewer customers of FAIRMONT.

ARTICLE V Interbasin Transfer and Service Area

- A. Interbasin Transfer. BOARDMAN, FAIR BLUFF and CERRO GORDO agree not to deliver to FAIRMONT for treatment any wastewater from any area outside the Lumber River Basin or outside the boundaries of Robeson or Columbus Counties without the prior written approval of FAIRMONT.

- B. Service Area. A map is attached to this Interlocal Sewer Agreement, which map is coded to reflect the agreed service area for sewer service for the entities signing this Agreement; said map and its designated service areas are incorporated into this Agreement by reference.

ARTICLE VI Compliance with Applicable Law and Regulations

Each party shall perform its obligations under this Agreement (including all treatment, collection, and distribution) in accordance with the terms of this Agreement, all applicable Federal, State and local requirements and the following quality provisions:

- A. General Requirements. In order to permit FAIRMONT to properly treat and dispose of the wastewater from BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, to protect the public health, and to permit cooperation with other agencies which have requirements for the protection of the physical, chemical and bacteriological quality of public water and water courses, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY agree to prohibit discharge into FAIRMONT's system at unauthorized points of entry or at rates of flow or of quality not permitted by this Agreement.
- B. Admissible Wastes. Discharges into the Fairmont wastewater system shall consist only of sewage, properly shredded garbage, and other waste, as allowed by the Fairmont Sewer Use Ordinance, free from the prohibited constituents herein listed in BOD, suspended solids, dissolved sulfides, and pH as hereinafter provided.
- C. Wastes Not Admissible.
1. BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY shall not intentionally or knowingly discharge, or allow to be discharged, any storm water, excessive ground water, roof runoff, subsurface drainage or any water from down spouts, yard drains, yard fountains and ponds, or lawn sprays into FAIRMONT's system. Water from swimming pools, boiler drains, blow-off pipes or cooling water from various equipment, may be discharged into the FAIRMONT system by an indirect connection whereby such discharge is cooled if required, and flows into the FAIRMONT system at a rate not to exceed its capacity, provided the waste does not contain materials or substances in suspension or solution in violation of the limits prescribed by this Agreement or the Fairmont Sewer Use Ordinance.
 2. When wastewater containing any prohibited material is discharged into the FAIRMONT system and such waters are not properly pretreated or otherwise corrected, FAIRMONT may, after notice to BOARDMAN, FAIR BLUFF, CERRO GORDO or COLUMBUS COUNTY, (a) require control of the quantities and rates of discharge of such wastes with flow regulating devices, or (b) require payment of surcharges for excessive cost of treatment provided such wastes are amendable to treatment by existing sewage plant facilities or © reject the wastes after a reasonable opportunity to effect corrective measures.
- D. Discharge Permit. FAIRMONT shall on a five (5) year basis during the term of this Agreement issue to COLUMBUS COUNTY, on behalf of BOARDMAN, FAIR BLUFF and CERRO GORDO, a permit to discharge into the Fairmont Wastewater System. Such discharge permit shall be issued in accordance with the applicable provisions of Fairmont Sewer Use Ordinance, and applicable State and Federal regulations, and shall bind BOARDMAN, CERRO GORDO, FAIR BLUFF and COLUMBUS COUNTY to the reasonable terms and conditions of same. FAIRMONT shall retain the authority to determine if an industrial user is a "significant industrial user" (SIU) and to permit such user, all as set forth in the Fairmont Sewer Use Ordinance. Issuance of such permit shall be consistent with the limits imposed on FAIRMONT by Federal and State regulation and with the Fairmont NPDES permit and shall not be unreasonably denied.
- E. Sewer Use Ordinance. BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY shall certify adoption, within ninety (90) days of its initial discharge into the Fairmont System, a Sewer Use Ordinance containing effluent concentrations, characteristic and quality standards, along with penalties for non-compliance, including discontinuance of service to violators and physical severance of lines, equal to or surpassing those contained

in the Fairmont Sewer Use Ordinance, which ordinance may be changed from time to time to reflect changes in regulations as promulgated by the Environmental Protection Agency (EPA), other Federal authorities and by State and local government. The Sewer Use Ordinance must parallel in its terms and conditions the Fairmont Sewer Use Ordinance, a copy of which is hereby incorporated by reference.

- F. Enforcement by Fairmont. FAIRMONT, at its discretion and after notice to BOARDMAN, FAIR BLUFF or CERRO GORDO, may monitor and analyze the effluent of any industrial user of the sewer collection systems of BOARDMAN, FAIR BLUFF and CERRO GORDO to determine actual concentration, characteristics and flow quantities for the purpose of determining the applicable industrial surcharge due therefore. Further, FAIRMONT shall have, in the absence of appropriate action by BOARDMAN, FAIR BLUFF or CERRO GORDO, pursuant to the terms of this Agreement and after notice to BOARDMAN, FAIR BLUFF or CERRO GORDO, the power to monitor and enforce discharges within the jurisdiction of BOARDMAN, FAIR BLUFF or CERRO GORDO, and in such event, to levy fines, surcharge penalties, and/or legal actions directly against the violating industrial dischargers without BOARDMAN, FAIR BLUFF or CERRO GORDO, being a necessary party thereto. FAIRMONT shall at all times have the authority to obtain all information needed from such industrial users and shall make the information available to BOARDMAN, FAIR BLUFF or CERRO GORDO, upon request.
- G. Responsibility for Fines and Penalties. If at any time a fine or penalty is imposed arising out of the operation of the Fairmont Wastewater Treatment Plant, then, in that event, FAIRMONT shall have the right to require that such fine or penalty be paid, in full, by the customer, or entity, causing such fine or penalty to be imposed. BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY shall certify adoption of an ordinance specifically providing for this.

ARTICLE VII

Term

This Agreement shall be and remain in full force and effect for forty (40) years from the date of this Agreement. After thirteen (13) years from the date of approval of this Agreement, should other viable wastewater treatment options become available, the party to whom this discharge option has been made available can dissolve their part in this Agreement in whole or in part prior to the end of the forty (40) year term of this Agreement with a notification to all involved entities of no less than twenty-four (24) months.

ARTICLE VIII

No Transfer of Ownership in Respective Systems

Nothing contained herein shall in any way transfer from any party to another party any sewer lines or other sewer facilities presently owned by, or in the future constructed or purchased by, any party to this Agreement; and, all rights of ownership of a party in lines or facilities shall remain the property of the party.

ARTICLE IX

Available Capacities

- A. Wastewater Treatment for Boardman. FAIRMONT agrees that during the term of this Agreement, it will supply and make continuously available to BOARDMAN, on demand, a wastewater treatment capacity of 0.040 million gallons per day (MGD), which treatment capacity shall be in addition to any other wastewater treatment capacity desired or needed by FAIRMONT for its own customers. Wastewater will be accepted from BOARDMAN at agreed locations and with agreed flow rates consistent with the operation of the Fairmont Wastewater System and the maximum capacity and maximum discharge provisions of the Agreement.
- B. Wastewater Treatment for Fair Bluff. FAIRMONT agrees that during the term of this Agreement, it will supply and make continuously available to FAIR BLUFF, on demand, a wastewater treatment capacity of 0.250 million gallons per day (MGD), which treatment

capacity shall be in addition to any other wastewater treatment capacity desired or needed by FAIRMONT for its own customers. Wastewater will be accepted from FAIR BLUFF at agreed locations and with agreed flow rates consistent with the operation of the Fairmont Wastewater System and the maximum capacity and maximum discharge provisions of the Agreement.

- C Wastewater Treatment for Cerro Gordo. FAIRMONT agrees that during the term of this Agreement, it will supply and make continuously available to CERRO GORDO, on demand, a wastewater treatment capacity of 0.045 million gallons per day (MGD), which treatment capacity shall be in addition to any other wastewater treatment capacity desired or needed by FAIRMONT for its own customers. Wastewater will be accepted from CERRO GORDO at agreed locations and with agreed flow rates consistent with the operation of the Fairmont Wastewater System and the maximum capacity and maximum discharge provisions of the Agreement.
- D Maximum Discharge. The maximum discharge for BOARDMAN, FAIR BLUFF and CERRO GORDO into the Fairmont Wastewater System shall be a daily peak of 0.670 million gallons per day (MGD) with a monthly average flow not exceeding 0.335 million gallons per day (MGD) normal domestic sewage and BOARDMAN, FAIR BLUFF and CERRO GORDO shall not exceed this amount without prior authorization.
- E Capacity Charges. If BOARDMAN, FAIR BLUFF and CERRO GORDO should exceed the total authorized average monthly flow of 0.335 million gallons per day (MGD) (calculated as average flow per billing cycle), BOARDMAN, FAIR BLUFF and CERRO GORDO shall pay, as a premium and penalty, for such excess flow, a charge equal to 200% of the ordinary charge for sewage treatment for that amount of sewage exceeding the monthly average flow of 0.335 million gallons per day (MGD) (but this charge is not in addition to the ordinary charge for that amount of sewage) and shall be responsible for any penalties imposed, including all fines, costs, and other expenses relate to FAIRMONT exceeding its authorized flow of 1.75 million gallons per day (MGD) (calculated as average flow per billing cycle) of sewage. Determination of the respective share of these costs for BOARDMAN, FAIR BLUFF and CERRO GORDO will be determined through meter readings taken by COLUMBUS COUNTY at the respective metering points for each entity. Should BOARDMAN, FAIR BLUFF and CERRO GORDO exceed the total monthly average flow of 0.335 million gallons per day (MGD) (calculated as average daily flow per billing cycle) during two (2) consecutive billing cycles then, in that event, BOARDMAN, FAIR BLUFF and CERRO GORDO will be required to purchase additional capacity, if available from FAIRMONT. Determination of the respective share of these costs for BOARDMAN, FAIR BLUFF and CERRO GORDO will be determined through meter readings taken by COLUMBUS COUNTY at the respective metering points for each entity.

ARTICLE X Expansions

Future Expansions of Existing Capacity. It is contemplated by the parties to this Agreement that as additional service are needed by FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY, the FAIRMONT facilities, which are well suited and planned for such purpose, will be utilized and expanded for further use on a regional basis and that the parties will cooperate in good faith to accomplish such purpose. Specifically, it is agreed that, in the event future demand for services pursuant to this Agreement exceeds the amounts set forth above and FAIRMONT does not have sufficient capacities to meet the anticipated additional requirements, upon written request of BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY, the existing facilities of FAIRMONT shall be expanded or new facilities constructed so as to meet the anticipated requirements. In such event, BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY agrees to participate on an equitable basis in the cost of construction of such facilities in proportion to its anticipated usage so as to appropriately compensate FAIRMONT for the commitment of any additional capacity resulting from such expansion for use by BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY. The manner and amount of compensation shall be determined from actual costs at the time additional capacity is committed and any future rate or fee charged by FAIRMONT to BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY shall reflect the extent of any capital participation by BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY in the cost of constructing necessary improvements to FAIRMONT's sewer

facilities.

ARTICLE XI Quality Standards

All sewer treatment supplied to BOARDMAN, FAIR BLUFF, CERRO GORDO and/or COLUMBUS COUNTY during the term of this Agreement shall conform at all times to all existing quality requirements enforced by the North Carolina Department of Environment and Natural Resources. When new or additional quality requirements or limits are established by State or Federal regulating agencies, FAIRMONT will develop an appropriate system for meeting and shall meet such required quality standards.

ARTICLE XII Rates and Operations

- A. **Initial Rates.** COLUMBUS COUNTY shall pay FAIRMONT for all wastewater treated pursuant to this Agreement at \$2.29 per thousand gallons. The initial rate was determined by calculating the cost of operation of the Fairmont Wastewater Treatment Plant for treatment of sewage. BOARDMAN, FAIR BLUFF and CERRO GORDO shall pay this treatment cost to COLUMBUS COUNTY. BOARDMAN and CERRO GORDO shall also pay COLUMBUS COUNTY for operation and maintenance of their respective sewer systems pursuant to this Agreement and the associated Operation and Maintenance Agreement at a rate of \$2.50 per thousand gallons. (the initial total rate for treatment, operation and maintenance is \$4.79 per thousand gallons). These rates will be re-evaluated on an annual basis by FAIRMONT and COLUMBUS COUNTY and may be adjusted up or down based on actual expenditures encountered by the FAIRMONT and COLUMBUS COUNTY in fulfilling the requirements of this Agreement.
- B. **Operation and Maintenance.** COLUMBUS COUNTY will be the entity responsible for the operation and maintenance of all aspects of the regional sewer system serving BOARDMAN, FAIR BLUFF and CERRO GORDO. In addition, BOARDMAN and CERRO GORDO desire and COLUMBUS COUNTY has agreed to operate and maintain the sewer systems within the two towns. As defined in Article XII. A. COLUMBUS COUNTY will charge a per thousand gallon rate for these services. It is intended that this rate will cover ordinary operation and maintenance, testing, reporting, inspection and electrical costs associated with the regional as well as the CERRO GORDO and BOARDMAN systems. COLUMBUS COUNTY will, using the funds collected from this rate, also take care of any repairs and/or operational and maintenance needs within the CERRO GORDO and BOARDMAN systems that do not exceed \$5,000.00. COLUMBUS COUNTY will be responsible for all costs associated with those system components for which they will have ownership.
- C. **Review/Modification of Wastewater Treatment Rates.** The rates charged for wastewater treatment pursuant to this Agreement shall be adjusted each and every calendar year based upon audit of expenses for operation of the Fairmont Wastewater Treatment Plant for the previous fiscal year; the first modification of rates based upon audit shall be in January after completion of one full fiscal year of operation of the Fairmont Wastewater Treatment Plant with wastewater being treated from BOARDMAN, FAIR BLUFF and CERRO GORDO. The annual audit shall take into account the cost of operation of the FAIRMONT Wastewater Treatment Plant for treatment of sewage with the expense incurred for all identifiable operating costs and all capital improvement costs being included. In no event will fines and/or penalties be calculated as a cost of plant operation as those items will be the total responsibility of the user or entity which caused the assessment of a fine or penalty, as stated in Article VI.G, above.
- D. **Review/Modification of Wastewater Operation and Maintenance Rates.** The rates charged for wastewater system operation and maintenance pursuant to this Agreement shall be adjusted each and every calendar year based upon audit of expenses for operation of each respective collection system or collection component in BOARDMAN, FAIR BLUFF and CERRO GORDO for the previous fiscal year; the first modification of rates based upon audit shall be in January after completion of one full fiscal year of operation of these facilities. The annual audit shall take into account the cost of operation of each respective collection system for BOARDMAN, FAIR BLUFF and CERRO GORDO with the expense incurred for all identifiable operating costs being included. In no event will fines and/or penalties be

calculated as a cost of operation as those items will be the total responsibility of the user or entity which caused the assessment of a fine or penalty, as stated in Article VI.G, above.

- E. Governing Advisory Board to Facilitate Operations. In an effort to facilitate review, approvals and related actions needed to maintain the new sewer collection system serving FAIR BLUFF CERRO GORDO and BOARDMAN. ~~A governing~~ An Advisory board will be established containing representatives of all involved parties to this Agreement as follows: FAIR BLUFF, CERRO GORDO, BOARDMAN, FAIRMONT and COLUMBUS COUNTY. It is recommended that the Mayors of the three (3) Towns and the Chairman of the County Board of Commissions constitute this ~~governing~~ advisory board. This group will review any and all modifications to rates associated with the overall operation and maintenance of this new system. This group will present information to their respective councils and boards for formal approval should any action be deemed necessary.

ARTICLE XIII Temporary Interruptions

FAIRMONT and/or COLUMBUS COUNTY shall not be liable for temporary interruption in services pursuant to this Agreement by reason of fire, flood, strikes or other labor disturbances, regulations or directives of any governmental authority, shortages of fuel, power or raw materials or the inability to obtain supplies, failure of normal sources of supplies, inability to obtain or delays in transportation facilities, any Act of God or any other reason beyond the reasonable control of FAIRMONT and/or COLUMBUS COUNTY. However, in the event of any curtailment of services caused by any of the matters hereinabove set forth, BOARDMAN, FAIR BLUFF and CERRO GORDO's services as provided for herein (unless caused by pipe rupture, stoppage, or like event which affects only the points of service to BOARDMAN, FAIR BLUFF and CERRO GORDO) shall not be curtailed in a greater degree or on a different basis than curtailments made to all other customers of FAIRMONT.

ARTICLE XIV Representations and Warranties of the Parties

FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY, each represent, warrant, and agree as follows:

- A. Approved and Authorization. Each said entity has full power and authority to enter into this agreement and to fully perform all of its duties and obligations hereunder pursuant to various enabling sections of the North Carolina General Statutes. The governing board for each said entity has duly authorized the execution and delivery of this Agreement and the performance of all of its duties and obligations contained herein. This Agreement constitutes a valid and legally binding obligation of each said entity enforceable in accordance with its terms, subject to any State and Federal regulatory approval which may be required pursuant to applicable statute.
- B. No Litigation. There is no action, suit, or proceeding pending or, to the best of each entity's knowledge and belief, threatened against or affecting said entity, at law or in equity or before or by any Federal, State, municipal or other governmental department, commission, board, bureau, agency or instrumentality (i) wherein any decision, ruling or finding would adversely affect the transactions contemplated herein, or (ii) arising directly or indirectly out of the existence or operation of said entity's water or sewer systems.
- C. Non-discretionary Functions. This Agreement pertains solely to non-discretionary governmental functions. Each entity's obligations under this Agreement shall bind all future governing boards for each entity, during the term of the Agreement, to make all necessary appropriations and take all necessary actions to meet its obligations hereunder.

ARTICLE XV Amendment

This Agreement may not be modified or amended except by a subsequent written Agreement authorized by the governing bodies of each party and signed by authorized representatives of each party.

ARTICLE XVI
Termination

This Agreement may be terminated upon mutual consent of the parties or by court order upon the finding that there has been such a substantial breach of this Agreement by the non-complaining party so as to entitle the complaining party to be relieved of its obligations under this Agreement.

ARTICLE XVII
Entire Agreement

This instrument contains the entire agreement between the parties, and no statement, oral or written, made by either party or agent of either party that is not contained in this written Agreement shall be valid or binding.

ARTICLE XVIII
Default

A default of this Agreement shall mean a material failure to comply with any of the material provisions of this Agreement. The obligation of FAIRMONT to furnish sewer treatment services to BOARDMAN, FAIR BLUFF and CERRO GORDO in accordance with this Agreement shall be a continuing obligation and constitutes an integral and material part of this Agreement the uncured breach of which shall subject FAIRMONT to remedies for default as provided below. The obligation of COLUMBUS COUNTY to furnish sewer system operation and maintenance services to BOARDMAN, FAIR BLUFF and CERRO GORDO in accordance with this Agreement shall be a continuing obligation and constitutes an integral and material part of this Agreement the uncured breach of which shall subject COLUMBUS COUNTY to remedies for default as provided below. Without limitation, the obligation of BOARDMAN, FAIR BLUFF and CERRO GORDO to pay all charges when due under this Agreement shall be a continuing obligation, the uncured breach of which shall subject BOARDMAN, FAIR BLUFF and CERRO GORDO to remedies for default as provided below. The specific enumeration of the above obligations as material under this Agreement does not exclude other obligations under this Agreement from also being considered as material.

ARTICLE XIX
Remedies for Default

All notices required or permitted to be given under this Agreement shall be delivered in person or given by certified mail, return receipt requested. Notice shall be effective as of the time of delivery except notices by certified mail, which shall be effective as of the date of depositing in the United States mail. All notices shall be addressed or delivered as follows:

To FAIRMONT:	Fairmont Town Manager, or designee, 421 S. Main Street Fairmont, NC 28340
To BOARDMAN:	Boardman Town Manager, or designee, Post Office Box 87 Evergreen, NC 28438-0087
To FAIR BLUFF:	Fair Bluff Town Manager, or designee, Post Office Box 157 Fair Bluff, NC 28439-0157
To CERRO GORDO:	Cerro Gordo Town Clerk, or designee, Post Office Box 26 Cerro Gordo, NC 28430
To Columbus County:	Columbus County Administrator, or designee, 111 Washington Street Whiteville, NC 28472

Either party may change the address to which all notices shall be sent by addressing a notice of such change in the manner provided in this article to the other parties.

**ARTICLE XXI
Effect**

This Agreement shall take effect as of the date of execution hereof by all parties. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

**ARTICLE XXII
Approvals and Governing Law**

- A. Local Government Commission Approval. This Agreement will be subject to consent and approval by the North Carolina Local Government Commission; once approved by the Fairmont Board of Commissioners, the Boardman Town Council, the Fair Bluff Town Council, the Cerro Gordo Town Council and the Columbus County Board of Commissioners, the Agreement will be forwarded to the North Carolina Local Government Commission for review.
- B. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of North Carolina.

**ARTICLE XXIII
Triplicate Originals**

This Agreement shall be executed by the parties hereto with six originals, each of which, when executed, shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF FAIRMONT, A Municipal Corporation
By: _____
Mayor

ATTEST:

Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF BOARDMAN, A Municipal Corporation

By: /s/ **LARRY WILLIAMSON**, Mayor
ATTEST:
/s/ **BETH BRANCH**, Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF FAIR BLUFF, A Municipal Corporation

By: /s/ **J.B. EVANS**, Mayor
ATTEST:
/s/ **ALAN TURNER**, Town Clerk

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

TOWN OF CERRO GORDO, A Municipal Corporation

By:/s/ **LEON MERRITT, Mayor**
 ATTEST:
 /s/ **WANDA P. Prevatte, Town Clerk**

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the same having been approved by the respective governing bodies of FAIRMONT, BOARDMAN, FAIR BLUFF, CERRO GORDO and COLUMBUS COUNTY all as of the date first above written.

COUNTY OF COLUMBUS, A County Corporation
 By: /s/ **SAMMIE JACOBS**
 Chairman, Columbus County Board of Commissioners
 ATTEST:
 /s/ **JUNE B. HALL, Clerk to the Board**

Mr. Farmer stated the following relative to this Agreement:

1. This Agreement was originally approved at the October 18, 2004 Board Meeting;
2. Some of the towns involved were not completely satisfied with the stated verbiage;
3. Since that time, all concerned parties have met and reached a decision to make the following changes to the original Agreement:
 - A. **Page 13: Article VII - Term: (Added Verbiage):** After thirteen (13) years from the date of approval of this Agreement, should other viable wastewater treatment options become available, the party to whom this discharge option has been made available can dissolve their part in this Agreement in whole or in part prior to the end of the forty (40) year term of this Agreement with a notification to all involved entities of not less than twenty-four (24) months.
 - B. **Page 17: Article XII Rates and Operations - A. Initial Rates.:** The rate of \$2.25 changed to \$2.29 and the rate of \$4.75 changed to \$4.79.
 - C. **Page 18: Article XII Rates and Operations - C. Review/Modification of Wastewater Treatment Rates:**
 Added verbiage: . . .and all capital improvement costs . . .
 Deleted verbiage: . . . along with the 10% contingency now in place.
 - D. **Page 19: Article XII Rates and Operations - Added Paragraph:**
 - E. **Governing Advisory Board to Facilitate Operations.** In an effort to facilitate review, approvals and related actions needed to maintain the new sewer collection system serving FAIR BLUFF, CERRO GORDO and BOARDMAN. ~~A governing~~ An Advisory board will be established containing representatives of all involved parties to this Agreement as follows: FAIR BLUFF, CERRO GORDO, BOARDMAN, FAIRMONT and COLUMBUS COUNTY. It is recommended that the Mayors of the three (3) Towns and the Chairman of the County Board of Commissions constitute this ~~governing~~ advisory board. This group will review any and all modifications to rates associated with the overall operation and maintenance of this new system. This group will present information to their respective councils and boards for formal approval should any action be deemed necessary.

Commissioner Prevatte asked Mr. Farmer if there would any cost to Columbus County to do this. Mr. Farmer replied stating no. Commissioner Prevatte asked Mr. Farmer if the citizens would be required to hook onto the sewer system. Mr. Farmer replied stating that would be up to the towns to decide.

Commissioner Memory asked Mr. Farmer if you could place a sump pump on the force main. Mr. Farmer replied stating yes.

Commissioner Memory made a motion to approve the **amended** Interlocal Sewer Agreement between the Town of Fairmont and the Towns of Boardman, Fair Bluff and Cerro Gordo, seconded by Commissioner Norris. The motion so carried.

RECESS REGULAR SESSION and enter into COLUMBUS COUNTY WATER and SEWER DISTRICT III BOARD MEETING:

At 7:31 P.M., Commissioner Memory made a motion to recess Regular Session and enter into a Columbus County Water and Sewer District III Board Meeting, seconded by Commissioner

Norris. The motion so carried.

Agenda Item #13: ADMINISTRATION - APPROVAL OF NOTICE OF AWARD, IN PREPARATION OF A NOTICE TO PROCEED, FOR WATER MAIN EXTENSIONS IN COLUMBUS COUNTY WATER AND SEWER DISTRICT III:

This information will be recorded in Minute Book I for the Columbus County Water and Sewer District III.

ADJOURN COLUMBUS COUNTY WATER AND SEWER DISTRICT III BOARD MEETING AND ENTER INTO COLUMBUS COUNTY WATER AND SEWER DISTRICT V BOARD MEETING:

At 7:34 P.M., Commissioner Memory made a motion to adjourn Columbus County Water and Sewer District III Board Meeting and enter into a Columbus County Water and Sewer District V Board Meeting, seconded by Vice Chairman Godwin. The motion so carried.

Agenda Item #14: ADMINISTRATION - APPROVAL OF WATER SUPPLY AND SEWER COLLECTION AGREEMENT BETWEEN THE TOWN OF TABOR CITY AND COLUMBUS COUNTY WATER AND SEWER DISTRICT V:

Tabled

ADJOURN COLUMBUS COUNTY WATER AND SEWER DISTRICT V BOARD MEETING and resume REGULAR SESSION:

At 7:35 P.M., Commissioner Memory made a motion to adjourn Columbus County Water and Sewer District V Board Meeting and resume Regular Session, seconded by Commissioner Norris. The motion so carried.

OTHER:

ACCEPT DEED for WILLIAMS TOWNSHIP SCHOOL PROPERTY:

James E. Hill, Jr., Columbus County Attorney, stated it is necessary for the Columbus County Board of Commissioners to accept the following deed for the Williams Township School property as part of the RBC Centura closing which will take place on May 04, 2005.

Instrument Number: 2005002921, Book 813, Pages: 638 - 641

NORTH CAROLINA NON-WARRANTY DEED

Mail after recording to: William W. Phipps, Soles, Phipps, Ray and Prince, Post Office Box 6, Tabor City, North Carolina 28463.

This instrument was prepared by William W. Phipps.

Brief description for the Index: WILLIAMS TOWNSHIP SCHOOL.

This Deed made this 25th day of April, 2005, by and between:

GRANTOR: Columbus County Board of Education, a corporate body charged with the administration of the school system of Columbus County, North Carolina, 817 Washington Street, Whiteville, North Carolina

GRANTEE: Columbus County, 111 Washington Street, Whiteville, North Carolina 28472
(Subject to the reservations contained herein)

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of

which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Williams Township, Columbus County, North Carolina and more particularly described as follows:

SEE ATTACHED SCHEDULE "A" CONSISTING OF TWO (2) PAGES FOR DESCRIPTION OF PROPERTY.

Being all of that land known as the Williams Township School Property and containing 20.6700 total acres, more or less or 18.6897 acres, more or less, exclusive of right of way, with a physical address of **10400 James B. White Highway South, Whiteville, North Carolina 28472, and more particularly described in four (4) tracts as follows:**

The property hereinabove described was acquired by Grantor by instrument recorded in 309/522; 235/76, 202/457; 309/522.

A map showing the above described property is recorded in Plat Book _____, Page _____.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

COLUMBUS COUNTY BOARD OF EDUCATION

/s/ **ROGER DALE WARD, Chairman**

ATTEST:

/s/ **THOMAS A NANCE, Secretary**

(SEAL/STAMP)

NORTH CAROLINA
COLUMBUS COUNTY

I, a Notary Public of the County and State aforesaid, certify that THOMAS A. NANCE personally appeared before me this day and acknowledged he is Secretary of the Columbus County Board of Education, a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by him as its Secretary.

Witness my hand and official stamp or seal, this 25th day of April, 2005.

MY COMMISSION EXPIRES: 05-22-2008.

/s/ **CHRISTIE F. HOLT**
NOTARY PUBLIC

(NOTARY SEAL)

The foregoing Certificate of **CHRISTIE F. HOLT, Notary**, is certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

/s/ **KANDANCE H. WHITEHEAD, Register of Deeds** for Columbus County
BY: MICHELLE B. CARLYLE, Deputy Register of Deeds

(Return to Sarah)

SCHEDULE "A"

The following described tracts, lots or parcels of land situated in Williams Township, Columbus County, North Carolina, and more particularly described as follows, to wit:

Being all of that land known as the Williams Township School Property and containing

20.6700 total acres, more or less, or 18.6897 acres, more or less, exclusive of right of way, with a physical address of 10400 James B White Highway South, Whiteville, North Carolina 28472, and more particularly described in four (4) tracts as follows:

TRACT 1: Bounded on the West and Northwest by Charles F. Ward, on the North and Northeast by Beaverdam Road and Williams Township School, on the East and Southeast by Williams Township School, and on the South and Southwest by a canal.

BEGINNING at an old iron stake, the Southwest corner of the Williams Township School property described in Deed Book 202 at Page 457, Columbus County Registry; being also a common corner of the Charles F. Ward Northeast corner where the same intersects with the Williams Township School property; and runs thence North 37 degrees 21 minutes West 150.00 feet to an old iron pipe; thence North 30 degrees 45 minutes East 150.00 feet to an iron pipe in the Southwest margin of the Beaver Dam Road; thence continuing on said course of North 30 degrees 45 minutes East 32.3 feet to a nail in the centerline of the Beaver Dam Road; thence North 37 degrees 21 minutes West 150.8 feet to an iron spike in the centerline of said road; thence South 30 degrees 20 minutes 30 seconds West 1175.0 feet to the center of a canal; thence with the center of said canal South 61 degrees 42 minutes East 271.0 feet to a stake in the center of said canal, a corner with the present Williams Township School property; thence North 30 degrees 45 minutes East 869.0 feet to an old iron, the Point of Beginning, containing 6.34 acres, more or less, excluding right of way.

Being the same property surveyed and platted by H. L. Willis, Jr., Registered Land Surveyor on November 27, 1974, and duly recorded in Map Book _____ at Page _____, Columbus County Registry and incorporated herein by reference.

DERIVATION: Deed Book 309 at Page 522, Columbus County Registry.

TRACT 2: Bounded on the Northeast by Columbus County Board of Education's Williams Township School Tract; on the Southeast by the center line of U. S. Highway No. 701; on the Southwest by lands owned now or formerly by D. H. Gasque; and on the Northwest by lands of W. M. Harper (a ditch being the line). The tract hereby conveyed is further described as follows, to wit:

BEGINNING at an iron stake, at the Westernmost corner of the present Williams Township School house Tract (same being the land described in Deed from A. D. Currie and wife, Katie Currie to The Board of Education of Columbus County, registered in Book 146 at Page 222, Office of Register of Deeds of Columbus County, North Carolina): running thence with the Southwest line of said school tract South 32 degrees East - Seven hundred forty-one and eight-tenths (741.8) feet to the center line of U. S. Highway No. 701; thence with the center line of said highway South 32 degrees West One Hundred Eighteen and one-tenths (118.1) feet to the Southwest line of the grantors (this point being located 4.5 feet North 32 degrees East from the center line of a culvert); thence with the dividing line between the D. H. Gasque lands and the Currie lands North 60 degrees West Eleven and fifty-three one hundredths (11.53) feet to the Currie corner; thence North 31 degrees 15 minutes East Four Hundred Thirty-Four (434) feet to the Beginning, containing Four and thirty-one hundredths (4.31) acres, more or less. Said tract of land was surveyed by Stuart Gooden, Civil Engineer, on 4 December, 1961.

Said tract is subject to right of way of U. S. Highway No. 701, which has a width of 75 feet each side of the centerline where it affects said tract.

The tract hereby conveyed is a part of the Sixth Tract of land described in Deed dated 30 June, 1961 from A. D. Currie and wife to Wayland D. Currie and Edwin F. Currie, registered in Book 226 at Page 184, Office of Register of Deeds of Columbus County, North Carolina.

DERIVATION: Deed Book 235 at Page 76, Columbus County Registry.

TRACT 3: **BEGINNING AT AN IRON PIPE ON THE** South side of the road leading from U. S. Highway No. 701 by Williams Township School to N. C. Highway No. 410, said Beginning Corner being the Northwest corner of the Williams Township School lot in W. M. Harper's line, and runs with the West line of said school lot South 30 degrees 30 minutes West 150 feet to an iron stake in said line; thence a new line parallel with the above mentioned road North 37 degrees 36 minutes West 150 feet to an iron stake; thence another new line parallel with the first line herein North 30 degrees 30 minutes East 150 feet to an iron stake on the South side of the above mentioned road; thence with the South side of said road South 37 degrees 36 minutes East 150 feet to the Beginning, containing .5 acre, more or less, and this Deed is to include all lands as conveyed by W. M. Harper

and wife to Carl Stephens, et al by Deed dated September 30, 1950, recorded in Deed Book 190 at Page 319, Columbus County Registry.

DERIVATION: Deed Book 202 at Page 457, Columbus County Registry.

TRACT 4: BEGINNING at a point in the North margin of the State Highway No. 23 at the point of the Western intersection of the public road leading from State Highway No. 23 to the Beaverdam road, the said point being nearly opposite the intersection of the public road leading to Mollie with State Highway No. 23 and runs from said Beginning Point South 30 degrees West 610 feet with the North margin of said highway to a stake; thence North 37 degrees and 40 minutes West 711 feet to a stake in W. M. Harper's line, thence with said W. M. Harper's line North 30 degrees East 610 feet to a stake in the West margin of the public road, thence with the West margin of said road South 37 degrees and 40 minutes East 714 feet to the Point of the Beginning containing 10 acres.

DERIVATION: Deed Book 146 at Page 222, Columbus County Registry.

EXCEPTING FROM TRACTS ONE, THREE, AND FOUR ABOVE, the tract described in Book 516 at Page 530, Columbus County Registry, as deeded to Dwight and Carla W. Bullock, consisting of 0.61 acre, more or less.

THE ABOVE DESCRIBED PROPERTY IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

That the Columbus County Board of Education is conveying the property herein above described to Columbus County for the purpose of obtaining financing in order to rebuild the Williams Township School that burned in 2004. The Columbus County Board of Education is fully aware that the property is being offered as security for the loan from which the funds will be derived to rebuild the school, and is in full agreement for the same to be so offered; however, the Columbus County Board of Education reserves unto itself a **right of reverter** so that the property will revert to the Columbus County Board of Education at such time as the loan or any refinancing of the same should be fully repaid to the Lender. Should the loan or any refinancing of the loan fall into default the right of reverter shall in no way interfere with the Lender's right to foreclose the premises.

The Columbus County Board of Education, subject to the loan that is to be placed on the property and secured by a Deed of Trust, does reserved unto the Columbus County Board of Education the exclusive right to the use of the premises for such school related purposes as the Columbus County Board of Education may deem appropriate for so long a period of time as the loan or any refinancing of the loan, that is secured by the property, is in good standing and paid current, and that the Columbus County Board of Education's exclusive right for the use of the premises shall not affect the Mortgagee's rights to foreclose the premises should the same fall into default. That this right of exclusive use shall be considered as a lease and the Columbus County Board of Education shall be responsible for the upkeep and maintenance of the property as well as for keeping the property properly insured during the time the property is encumbered by the initial loan or any subsequent renewal or refinancing of the loan.

That it is not the intent of the Columbus County Board of Education for the above reservations to apply to the financing arrangement referenced herein or to any subsequent refinancing arrangement and the Columbus County Board of Education agrees to be bound by all such financing or refinancing arrangements without the need for the release of the reserved rights herein contained. That should such rights need to be subordinated to the Lender then the Columbus County Board of Education agrees to execute such subordination or release as may be necessary in order to obtain the financing or subsequent refinancing as it is not the intent of the Columbus County Board of Education to interfere with the proposed financing or subsequent refinancing.

See Deed Book 309 at Page 522, Columbus County Registry.

The above described four tracts of land being the same property described in a Deed dated 25 April, 2005 from Columbus County Board of Education to Columbus County, recorded 28 April, 2005 in Book 813 at Page 638, Columbus County Registry.

Vice Chairman Godwin made a motion to accept the North Carolina Non Warranty Deed for the Williams Township School Property, seconded by Commissioner McKenzie. The motion so carried.

AUTHORIZATION of the EXECUTION of NECESSARY DOCUMENTS for the RBC CENTURA CLOSING of FINANCING DOCUMENTS:

James E. Hill, Jr., Columbus County Attorney, stated he needed authorization from the Columbus County Board of Commissioners for the necessary staff to execute the following documents for the RBC Centura Closing for the financing of nine million six hundred thousand and 00/100 (\$9,600,000.00) dollars:

1. Installment Financing Contract;
2. Deed of Trust and Security Agreement (Future Advances);
3. Escrow Deposit Agreement;
4. Non-Arbitrage Certificate, County of Columbus, North Carolina;
5. Continuous Insurance Coverage Declaration
6. Incumbency and Authorization Certificate; **and**
7. Information Return for Tax-Exempt Government Obligations (8038-G).

Commissioner Memory made a motion to approve the authorization of necessary staff to execute the above listed documents for the RBC Centura Closing for the financing of nine million six hundred thousand and 00/100 (\$9,600,000.00) dollars, seconded by Commissioner Prevatte. The motion so carried.

Mr. Hill stated the closing would be held on Wednesday, May 04, 2005.

A copy of these documents will be kept on file in the Office of the Clerk to the Board and in the Office of the Finance Officer for review.

RECOGNITION of DEPARTMENT HEADS:

Chairman Jacobs recognized the Department Heads that were in attendance and asked if they wanted to speak. The following Department Heads spoke.

1. **Carroll Owens (Recreation):** I would like to invite everyone to the Annual Fire Ant Festival on May 14, 2005 which entails a lot of fun activities.
2. **Ed Worley (Aging):** this past Friday night, we held our Annual Senior Prom and it turned out to be a very good event. The oldest senior there was ninety-five (95) years old and she had a very good time.
3. **Donna Register (Soil and Water):** I would like to invite everyone to Farm Field Day, this Thursday, May 5, 2005, to be held on S.R. 1132, Al Wright's Farm, in the Iron Hill Community.
4. **Ronnie Hayes (Emergency Services):** The Nakina Alternative School has given us a lease on some property for three (3) years to build a radio communications tower, and, hopefully, this will provide much improved communication in that portion of the county.

Agenda Item #15: CONSENT AGENDA ITEMS:

Commissioner Norris made a motion to approve the following Consent Agenda Items, seconded by Commissioner Memory. The motion so carried.

A. Budget Amendments:

TYPE	ACCOUNT	DETAILS	AMOUNT
Expenditure	12-615-6000	Special Charity Funds	\$20,000
Revenue	12-335-0300	Charitable Donations	\$20,000
Expenditure	10-611-2000	Adult Day Care	\$2,000
Revenue	10-348-1640	Social Services Block Grant	\$2,000
Expenditure	10-606-6010	BEMC Educational Grant	\$2,000
Revenue	10-336-0350	BEMC Educational Grant-SWCD	\$2,000

Expenditure	10-516-4500	Contractual	\$6,000
Revenue	10-348-0103	NC Corr - Criminal Justice Grant	\$6,000
Expenditure	10-516-4500	Contractual	\$3,000
Revenue	10-348-0103	NC Corr - Criminal Justice Grant	\$3,000
Expenditure	10-450-7400	Capital Outlay	\$6,000
Revenue	10-397-0600	Transfer to Reval	\$6,000

B. Tax Refunds and Releases:

*****NOTE:** This information can be found at the very end of these minutes due to the incompatibility of the computer programs between the Tax Office and the Governing Body Office.

Agenda Item #16: COMMENTS:

Chairman Jacobs opened the floor for any comments that anyone would like to make. The following people spoke:

A. Public:

Teresa FormyDuval: I would like to announce that National Teachers Day is tomorrow, and I would like for the Board to remember how valuable our teachers are while doing their Budget planning.

B. Board of Commissioners:

Vice Chairman Godwin: stated the following:

1. On behalf of the Farmers Market, I would like to say the dedication was held last Saturday and the Farmers Market will officially open this coming Saturday;
2. I would like to invite all the County Commissioners to the Farmers Market to see the progress they have made;
3. On behalf of Mayor Mercer of Chadbourn, he would like to invite everyone to the Annual Breakfast on Saturday morning, May 7, 2005, at 7:30 P.M.; **and**
4. I would like to entertain a motion for the Finance Committee to start back with their monthly meetings to review all Budget Amendments prior to them coming before the Board, and other financial documents.

MOTION:

Commissioner Godwin made a motion for the Finance Committee to resume their meeting on a monthly basis for the purpose of reviewing all Budget Amendments before they are submitted to the Board of Commissioners for approval, and other financial documents, seconded by Commissioner Memory. The motion so carried.

RECESS REGULAR SESSION and enter into CLOSED SESSION in ACCORDANCE WITH N.C.G.S. §143-318.11 (3) AND (6):

At 7:45 P.M., Vice Chairman Godwin made a motion to recess Regular Session and enter into Closed Session in accordance with N.C.G.S. §143-318.22 (3) and (6), seconded by Commissioner Dutton. The motion so carried.

No official action was taken.

ADJOURN CLOSED SESSION and resume REGULAR SESSION:

At 9:55 P.M., Commissioner Dutton made a motion to adjourn Closed Session and resume Regular Session, seconded by Vice Chairman Godwin. The motion so carried.

TAX REFUNDS and RELEASES (see Afenda Item #15.B.):

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TAX REFUNDS (as submitted to Governing Body Office from the Tax Office): May 02, 2005

The Tax Administrator's Office recommends that the values listed below be refunded to the following citizens:

Type	First Name	Amount Released	Property	Year	Account #	Bill #	Total
Refunds	Barnhill, William C.		Refund the value of a mobile home, the Evergreen Fire (25.00) and the Columbus Rescue (1.08). Home is double listed in the name of Shane Barnhill. Refund of user fee approved.	2002	2002	5833	\$249.72
		\$42.30	\$5,423.00				
P.O. Box 92 Evergreen, Refunds	NC 28438 Barnhill, William C.		Refund the value of a mobile home, the Evergreen Fire (25.00) and the Columbus Rescue (1.04). The home is double listed in the name of Shane Barnhill. Refund of user fee approved.	2003	12-0086	2854	\$248.16
		\$40.56	\$5,200.00				
P.O. Box 92 Evergreen Refunds	NC 28438 Barnhill, William C.		Release the value of a mobile home, the Evergreen Fire (25.00), the Columbus Rescue (1.00) and W2 (7.50). The home is double listed in the name of Shane Barnhill. Refund of user fee approved.	2004	12-0086	8468	\$254.09
		\$39.53	\$4,998.00				
P.O. Box 92 Evergreen Refunds	NC 28438 Coastal Tire &		Refund a portion of the property value. Billed with incorrect value.	2004	01-0372	9025	\$50.00
		\$50.00	\$0.00				
608 Vinson Blvd. Whiteville Refunds	NC 28472 Jacobs, Geneva		Refund one of two user fees. Customer only has one trash can. Make check payable to Mrs. Jacobs and the tax office to be applied to delinquent tax. Approved by Solid Waste.	2003	04-0201	4678	\$177.00
		\$0.00	\$0.00				
6329 Old Lake Rd. Bolton Refunds	NC 28428 Cox, Daniel H.		Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.	2004	03-0415	9124	\$177.00
		\$0.00	\$0.00				
528 Country Village Rd. Whiteville Refunds	NC 28472 Odham, Leonard		Release user fee. Does not have a trash can. Approved by Solid Waste.	2003	05-0275	5528	\$177.00
		\$0.00	\$0.00				
10174 James B. White Hwy. N. Clarkton Refunds	NC 28433 Odham, Leonard		Release user fee. Does not have a trash can. Approved by Solid Waste.	2004	05-0275	1156	\$177.00
		\$0.00	\$0.00				
10174 James B. White Hwy. N. Clarkton Refunds	NC 28433 Williamson, Joseph		Refund user fee. House is vacant. Approved by Solid Waste.	2004	12-3126	2623	\$177.00
		\$0.00	\$0.00				
215 Homer Nance Rd. Evergreen Refunds	NC 28438						

TAX RELEASES (as submitted to Governing Body Office from the Tax Office): May 02, 2005

The Tax Administrator's Office recommends that the values listed below be released to the following citizens:

<i>Type of Release</i>	<i>First Name</i>	<i>Amount Released</i>	<i>Property</i>	<i>Year</i>	<i>Account #</i>	<i>Bill #</i>	<i>Total</i>
Property	Applewhite, W. Nelson		Release the value of a out building, the Acme Delco fire fee (1.20) and the Columbus Rescue (.20). Building is not on this land.				
		\$7.80	\$1,000.00	2002	15-0084	27668	\$10.41
Property	Bordeaux, John T.		Release the value of a double wide, the Acme Delco fire fee (28.08) and the Columbud Rescue (4.68). The home is double listed in Brunswick County. Release of user fee approved.				
		\$182.52	\$23,400.0	2004	15-0313	86327	\$392.28
Property	Britt, Tony D.		Release the value of a garage, the Whiteville Rescue (1.53) and W3 (8.46). The garage is double listed on this account number in error.				
		\$59.98	\$7,960.00	2004	01-0897	86922	\$69.97
Property	Clewis, Billy		Release the value of double wide, the Brunswick Fire (23.17) and the Whiteville Rescue (6.62). The home is double listed in the same name in a different township. Release of user fee approved.				
		\$258.18	\$33,100.0	2004	03-0303	90243	\$464.97
Property	Coleman, Jack L.		Release the value of a double wide, the Acme Delco fire (49.08) and the Columbus Rescue (8.18). The home is double listed in the name of Joseph R. Coleman. Release of user fee approved.				
		\$319.02	\$40,900.0	2004	15-0961	90521	\$553.28
Property	Dollar General		Release the property value that is double listed in the name of Hillcrest Corp. #3. Release also the Columbus Rescue.				
		\$2,106.00	\$270,000.	2004	08-0312	92759	\$2,160.
Property	Fantasys Night Life		Release the business personal value, the Columbus Rescue (.64) and W2 (4.82). The business closed and equipment sold prior to 2004.				
		\$25.06	\$3,213.00	2004	13-1258	94492	\$33.09
Property	Greater Morning Star		Release the value of a church, the Evergreen Fire (50.00), the Columbus Rescue (12.72) and W-2 (95.40). The church is tax exempt.				
		\$496.08	\$63,600.0	2004	12-0174	98716	\$654.20
Property	Hickman, Larry D.		Release the property value that is double listed in the name of Maggie Hill Ford.				
		\$36.14	\$5,200.00	1997	01-3972	48547	\$36.14
Property	Hickman, Larry D.		Release the property value and the Columbus Rescue fee. The property is double listed in the name of Maggie Hill Ford.				
		\$40.56	\$5,200.00	2001	01-3971	96471	\$41.60
Property	Hickman, Larry D.		Release the property value that is double listed ini the name of Maggie Hill Ford.				
		\$18.67	\$5,200.00	2000	01-3972	96099	\$18.67
Property	Hickman, Larry D.		Release the property value that is double listed in the name of Maggie Hill Ford.				
		\$36.14	\$5,200.00	1998	01-3972	53107	\$36.14
Property	Hickman, Larry D.		Release the property value that is double listed in the name of Maggie Hill Ford.				
		\$35.10	\$4,500.00	1996	01-3972	50486	\$35.10
Property	Hickman, Larry D.		Release the property value that is double listed in the name of Maggie Hill Ford.				
		\$35.10	\$4,500.00	1995	01-3972	5374	\$35.10
Property	Hickman, Larry D.		Release the property value that is double listed in the name of Maggie Hill Ford.				

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		\$36.14	\$5,200.00	1999	01-3972	14979	\$36.14
Property	New Zion Missionary			Release the value of a church, the Acme Delco Fire (509.28) and the Columbus Rescue (84.88). The church is tax exempt.			
		\$2,296.32	\$244,400.	2004	15-0594	10801	\$2,890.
Property	Prince Mobile Homes			Release a portion of the property value, a portion of the Yam City Fire (39.93) and a portion of the Columbus Rescue (12.39). Customer was billed with 12 mobile homes but only has 5. Release of user fees approved.			
		\$311.43	\$39,927.0	2004	06-2972	13789	\$1,598.
Property	Strickland, Wen			Release discount not absorbed by computer.			
		\$2.12	\$0.00	2004	16-1566	20778	\$2.12
Property	Suggs, Andy H.			Release the value of a boat, the Columbus Rescue (.15) and W-2 (6.15) Boat was sold in 1999.			
		\$5.97	\$765.00	2004	12-2710	20843	\$7.27
Property	Williams, Margie			Release the property value and the Columbus Rescue. The property is double listed in the name.			
		\$165.28	\$21,190.0	2002	10-0112	36879	\$169.52
Property	Williams, Margie			Release the property value and the Columbus Rescue fee. The property is double listed in the			
		\$153.19	\$19,640.0	2003	10-0112	36880	\$157.12
Property	Williams, Margie			Release the property value and the Columbus Rescue fee. The property is double listed in the			
		\$179.09	\$22,960.0	2001	10-0112	36878	\$183.68
User Fee	Applewhite, Nelson Jr.			Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.			
		\$0.00	\$0.00	2004	15-0043	83802	\$177.00
User Fee	Beck, Mary M.			Release user fee on vacant house. Approved by Solid Waste.			
		\$0.00	\$0.00	2003	09-0093	28979	\$177.00
User Fee	Beck, Mary M.			Release user fee on vacant house. Approved by Solid Waste.			
		\$0.00	\$0.00	2004	09-0093	85126	\$177.00
User Fee	Boone, Willie F.			Release user fee on house that is vacant. Approved by Solid Waste.			
		\$0.00	\$0.00	2004	01-0685	86277	\$87.00
User Fee	Brown, Thomas W.			Release user fee on vacant land. Approved by Solid Waste.			
		\$0.00	\$0.00	2003	16-0093	31388	\$177.00
User Fee	Brown, Thomas W.			Release user fee on land that is vacant. Approved by Solid Waste.			
		\$0.00	\$0.00	2004	16-0093	87536	\$177.00
User Fee	Clewis, Michael			Release user fee on vacant lot. Approved by Solid Waste.			
		\$0.00	\$0.00	2003	01-1007	34099	\$177.00
User Fee	Coleman, Tim			Release two user fees. Customer using a commercial hauler. Approved by Solid Waste.			
		\$0.00	\$0.00	2004	06-0568	90646	\$174.00
User Fee	Grooms, Hughson			Release half of user fee. This is a summer home. Approved by Solid Waste.			
		\$0.00	\$0.00	2003	11-0000	42946	\$88.50
User Fee	Haynes, Roscoe			Release user fee on land that is vacant. Approved by Solid Waste.			

User Fee	Hobbs, Tommy	\$0.00	\$0.00	2004	10-0816	417	\$177.00
							Release user fees on land that is vacant. Approved by Solid Waste.
User Fee	Jacobs, Geneva	\$0.00	\$0.00	2004	13-1944	1635	\$354.00
							Release one of two user fees. Customer only has one trash can. Approved by Solid Waste.
User Fee	Jenkins, Clininal D.	\$0.00	\$0.00	2004	04-0201	2981	\$177.00
							Release a portion of the user fee. Did not have the trash can for a full year. Approved by Solid
User Fee	Lennon, Lorenza	\$0.00	\$0.00	2004	16-0063	3287	\$132.75
							Release user fee on house that is vacant with no electricity. Approved by Solid Waste.
User Fee	Lennon, Lorenza	\$0.00	\$0.00	2003	12-1556	49401	\$177.00
							Release user fee on house that is vacant with no electricity. Approved by Solid Waste.
User Fee	Lennon, Lorenza	\$0.00	\$0.00	2004	12-1556	5662	\$177.00
							Release user fee on house that burned in 2003. Approved by Solid Waste.
User Fee	Martinez, Irvin	\$0.00	\$0.00	2004	13-0171	7318	\$177.00
							Release user fee. Trash can picked up years ago. Approved by Solid Waste.
User Fee	Nealey, Dorothy	\$0.00	\$0.00	2003	07-0501	54360	\$177.00
							Release user fee. Trash can picked up years ago. Approved by Solid Waste.
User Fee	Nealey, Dorothy	\$0.00	\$0.00	2004	07-0501	10640	\$177.00
							Release a portion of the user fee. Did not have the trash can for a full year. Approved by Solid
User Fee	Owens, John	\$0.00	\$0.00	2004	15-2886	11659	\$14.75
							Release all user fees. Customer using a commercial hauler. Approved by Solid Waste.
User Fee	Pridgen, Donald J.	\$0.00	\$0.00	2004	01-7342	13566	\$2,784.
							Release the user fee on a house that is vacant. Approved by Solid Waste.
User Fee	Rattley, Brenda F.	\$0.00	\$0.00	2004	13-3402	14111	\$87.00
							Release user fee on house that is vacant. Approved by Solid Waste.
User Fee	Simmons, Joseph F.	\$0.00	\$0.00	2004	09-2652	17182	\$177.00
							Release user fee on house that is vacant. Approved by Solid Waste.

Agenda Item #18: ADJOURNMENT:

At 9:57 P.M., Commissioner Dutton made a motion to adjourn, seconded by Vice Chairman Godwin. The motion so carried.

APPROVED:

JUNE B. HALL, Clerk to Board

SAMMIE JACOBS, Chairman

