

**COLUMBUS COUNTY WATER and SEWER DISTRICT I
SPECIAL CALLED MEETING
Tuesday, May 29, 2012
6:30 P.M.**

The Honorable Columbus County Commissioners met on the above stated date and at the above stated time at Williamson's Barbecue Restaurant, located at 1011 North Brown Street, Chadbourn, North Carolina 28431, to act as the Columbus County Water and Sewer District I Board, for a Special Called Meeting.

COMMISSIONERS PRESENT:

Amon E. McKenzie, **Chairman**
Charles T. McDowell, **Vice Chairman**
James E. Prevatte
P. Edwin Russ
Lynwood Norris
Ricky Bullard

COMMISSIONER ABSENT:

Giles E. Byrd

APPOINTEES PRESENT:

Mike Stephens, **County Attorney**
June B. Hall, **Clerk to Board**

APPOINTEES ABSENT:

William S. Clark, **County Manager**
Bobbie Faircloth, **Finance Officer**

OTHERS in ATTENDANCE:

Kip McClary, **Public Utilities Director**
Gail Edwards, **Executive Assistant**

TABOR CITY TOWN COUNCIL MEMBERS in ATTENDANCE:

Royce Harper, **Tabor City Mayor**
Miona Fonvielle
Mitchell D. Ward

TABOR CITY TOWN COUNCIL MEMBERS ABSENT:

David E. Mincey
Trent Burroughs

OTHERS in ATTENDANCE:

Al Leonard, **Tabor City Town Manager**

MEETING CALLED to ORDER:

At 6:30 P.M., Chairman Amon E. McKenzie called the May 29, 2012 Columbus County Water and Sewer District I Board Special Called Meeting to order. Chairman McKenzie stated the purpose of this Special Called Meeting is for the consideration of the terms and conditions with the Town of Tabor City related to the County customers located within the city limits of Tabor City.

INTERLOCAL AGREEMENT BETWEEN COLUMBUS COUNTY WATER and SEWER DISTRICT I and the TOWN of TABOR CITY:

Chairman McKenzie orally read the following Interlocal Agreement Between Columbus County Water and Sewer District I and the Town of Tabor City.

**STATE OF NORTH CAROLINA
COUNTY OF COLUMBUS**

**INTERLOCAL AGREEMENT BETWEEN
COLUMBUS COUNTY WATER and SEWER DISTRICT I
and the TOWN of TABOR CITY**

THIS **INTERLOCAL AGREEMENT** made this the 29th day of May, 2012, by and between the Columbus County Water and Sewer District I, a body corporate and politic of the State of North Carolina (hereinafter called "District") and the Town of Tabor City, a municipal corporation of the State of North Carolina (hereinafter called "Town");

WITNESETH:

THAT WHEREAS, the District has a Public Water System (hereinafter called the "System") within and beyond the municipal boundaries of the Town westward along Ten Mile Road, westward along Joe Brown Highway and connecting the streets named Lake Tabor Drive, Wildlife Club Road, Willow Drive and Ridge Drive.

WHEREAS, the Town wishes to bill customers on these roads within their corporate limits as their own for the purpose of regulating revenues from sewer service and garbage service.

WHEREAS, the District and the Town desire to enter into an Interlocal Agreement pursuant to which the District shall permit the Town to bill these customers for water service as their own while receiving water supplied from the system owned by the District.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions contained herein accruing to the benefit of each of the respective parties hereto, the receipt of which is hereby acknowledged, it is as agreed as follows:

1. The Town shall regulate the water access provided to these customers as all other residents of the Town.
2. The District shall supply water to the Town for these customers via the water system owned by the District that exists on these roads.
3. The Town shall read the meters, generate bills, mail bills and late notices and make cut-offs for non-payment and reconnections in keeping with the Town policy in place as of July 1, 2012.
4. For the purpose of billing, the District shall also read the meters and bill the Town for the gallons used at a rate equal to what the Town bills the District for water supplied in other areas.
5. The Town shall reimburse the District for necessary maintenance and repairs to the water meters and services as required.
6. The District shall proceed with emergency repairs immediately so as not to interrupt service

to the customers any longer than necessary.

7. All meters presently in place at the signing of this Interlocal Agreement shall remain in place and remain the property of the District.
8. Application for new taps on the system shall be referred to the Columbus County Public Utilities Office. The Town shall make no new taps on the system, without the approval of the County Public Utilities Director.
9. The Town shall not assess any service fees, maintenance fees, testing fees, billing fees, collection fees, accounting fees, legal fees or other fees to the District during the terms of this Interlocal Agreement. It is understood by both parties that the District holds legal ownership of the system.
10. The District reserves the right to monitor all activities associated with the service of the customers supplied by the system.
11. The term of this Interlocal Agreement shall be in effect until such time as the indebtedness of Water and Sewer District I is paid in full. At such time said indebtedness is paid in full, the District shall deed in fee simple the water lines to the Town.
12. The provisions of this Interlocal Agreement may only be altered by written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their properly designated officials and their respective seals to be hereunto affixed on the day and year first written above, and this instrument is executed in duplicate.

COLUMBUS COUNTY WATER and SEWER DISTRICT I

By: /s/ AMON E. MCKENZIE, Chairman of the Board

ATTEST:

/s/ JUNE B. HALL, Clerk

TOWN OF TABOR CITY

By: ROYCE HARPER, Mayor

ATTEST:

/s/ DIANE WARD, Clerk

DISCUSSION:

Commissioner Prevatte: In Item #3 and Item #4, it states the Town and the County shall read the water meters, and why is that?

Kip McClary: The District will read the meters also for the purpose of billing the Town of Tabor City.

Commissioner Prevatte: If the Town of Tabor City puts in new taps, are the accounts going to belong to the County?

Kip McClary: Yes, the accounts will belong to the District.

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MOTION:

Commissioner Bullard made a motion to approve the Interlocal Agreement Between Columbus County Water and Sewer District I and the Town of Tabor City, seconded by Commissioner Norris. The motion unanimously passed.

ADJOURNMENT:

At 6:41 P.M., Commissioner Prevatte made a motion to adjourn, seconded by Commissioner Bullard. The motion unanimously passed.

APPROVED:

JUNE B. HALL, Clerk to Board

AMON E. McKENZIE Chairman