



REQUEST FOR BOARD ACTION

ITEM NO. 12.

DATE OF MEETING: October 18, 2010

REQUESTED BY: Michael G. Mack, Director, PCU

SHORT TITLE: Resolution Approving an Access Agreement to the Lower Cape Fear Water & Sewer Authority for Access to the Raw Water Supply Main from the Authority's Point of Delivery to the Pender County Surface Water Treatment Plant.

BACKGROUND: On September 6, 2006, the Lower Cape Fear Water & Sewer Authority (the Authority) and Pender County entered into a Water Supply Agreement for the Authority to deliver raw water at the Point of Delivery to the County in a sufficient amount to meet the County's needs which currently do not exceed 6 million gallons per day (MGD). PCU will be constructing a 30-inch raw water supply main from the Authority's 48-inch transmission main as part of the new Water Treatment Plant project. In order for the Authority to maintain and repair the 30-inch raw water supply pipeline, meter and associated appurtenance, read, test and calibrate the meter as set forth in the Authority's Policy Guidelines and Rules and Regulations, the Authority must have access to the Point of Delivery from the terminus at the Water Treatment Plant.

Staff prepared and presented the accompanying Access Agreement and Exhibit to the Authority's Executive Director for consideration. The Agreement was approved by the Authority's Board of Directors at their September 13, 2010 Board Meeting.

SPECIFIC ACTION REQUESTED: To consider a resolution approving the Access Agreement to the Lower Cape Fear Water & Sewer Authority for access to the raw water supply main from the Authority's Point of Delivery to the Pender County Surface Water Treatment Plant.

COUNTY MANAGER'S RECOMMENDATION

Respectfully recommend approval.

JB
Initial

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Pender County Board of Commissioners that:

the Board hereby approves the attached Access Agreement to the Lower Cape Fear Water & Sewer Authority for access to the raw water supply main from the Authority's Point of Delivery to the Pender County Surface Water Treatment Plant.

The Chairman/County Manager is authorized to execute any/all documents necessary to implement this resolution.

AMENDMENTS:

MOVED _____ SECONDED _____

APPROVED _____ DENIED _____ UNANIMOUS

YEA VOTES: Tate ___ Blanchard ___ Brown ___ Rivenbark ___ Williams ___

Jimmy T. Tate, Chairman 10/18/10
Date

ATTEST 10/18/10
Date

NORTH CAROLINA

PENDER COUNTY

ACCESS AGREEMENT

This ACCESS AGREEMENT made this ___ day of _____, 2010, by and between the COUNTY OF PENDER, a political subdivision of the State of North Carolina, Grantors (hereinafter "County"); and the Lower Cape Fear Water and Sewer Authority, a public body and a body politic and corporate of the State of North Carolina, Grantees (hereinafter the "Authority").

Article I.

WITNESSETH

WHEREAS, the County is the owner in fee simple of the property located in Pender County, North Carolina recorded with the Pender County Register of Deeds in Map Book 42 at Page 113, on September 6, 2006, more accurately described in "Exhibit A" attached hereto and hereinafter referred to as the "Property"; and

WHEREAS, the County and the Authority have entered into a Water Supply Agreement, attached hereto as "Exhibit B," describing the terms and conditions for the Authority to deliver raw water to the County in an amount sufficient to meet the County's raw water needs from the Authority, which currently do not exceed 6 million gallons per day; and

WHEREAS, the County intends to build a Water Treatment Plant on the Property to treat raw water provided by the Authority; and

WHEREAS, the Policy Guidelines and Rules and Regulations for Rendering Water Service set forth by the Authority, attached hereto as "Exhibit C," require the Authority to maintain exclusive control of the raw water supply line and meter that will supply raw water to the County.

NOW, THEREFORE, for and in consideration of the recitals and mutual benefits, covenants and terms herein contained, and for other good and valuable considerations, the receipt of which is hereby acknowledged, the County hereby grants, conveys, covenants and agrees as follows:

1. **ACCESS TO PROPERTY**

- a. The County hereby grants and conveys to the Authority and its successors and assigns, the right to enter the Property to access and maintain the raw water supply pipeline and meter.
- b. The access road, raw water supply pipe, and raw water meter locations are more clearly depicted in "Exhibit D" attached.

2. **USES AND ACTIVITIES**

- a. The County will provide access via the 50' Water Line Easement depicted in Exhibit D to the Authority for the purpose of maintaining the raw water supply pipeline, maintaining and repairing the meter, bypass piping, and other associated appurtenances as well as reading, testing, and calibrating the meter.
- b. The Authority may access the site at the access road and gate depicted in Exhibit D.
- c. No future Authority customer taps will be provided from this raw water supply pipeline since it is owned by the County unless agreed upon by the County and the Authority.
- d. The County will be solely responsible for any and all electrical connections and billings in regard to the meter and vault equipment.

3. **MISCELLANEOUS PROVISION**

- a. The Authority shall provide the County a list of personnel who may need to access the site for monthly meter readings or at other times for maintenance or replacement of equipment purposes and shall keep this list up to date in the event of staffing changes. The County will refuse access to staff not on the list of personnel.
- b. The Authority will maintain the right of way for the raw water supply pipeline; will maintain the meter; bypass piping and other associated appurtenances in accordance with the Authority's Policy Guidelines and Rules and Regulations for Rendering Water Service except as noted below (Exhibit C).
- c. The County may access the meter for maintenance and repair during emergency situations requiring accelerated response time.
- d. The Authority waives Section 3.1 and Section 4.4 of the Policy Guidelines and Rules and Regulations for Rendering Water Service set forth by the Authority, (Exhibit C). Instead:
 - i. The County will cause to be made the installation of facilities necessary for connecting to the Authority's 48 inch transmission main upon written concurrence of the design plans presented by the County to the Authority.
 - ii. The County will directly incur the cost for installing the 30 inch raw water supply pipeline, meter, bypass piping and associated appurtenances and no payment will be made to the Authority.
 - iii. The County will retain ownership of the raw water supply pipeline and be responsible for repairs to the pipeline as well as retain ownership to the meter, bypass piping and associated appurtenances.
- e. Any damages to Pender County real property caused by the Authority will be repaired by the Authority within a reasonable timeframe, but in no case more than 30 days from the date of occurrence.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this Agreement to be executed as of the day and year first above written.

PENDER COUNTY

ATTEST:

By: _____
Chairman

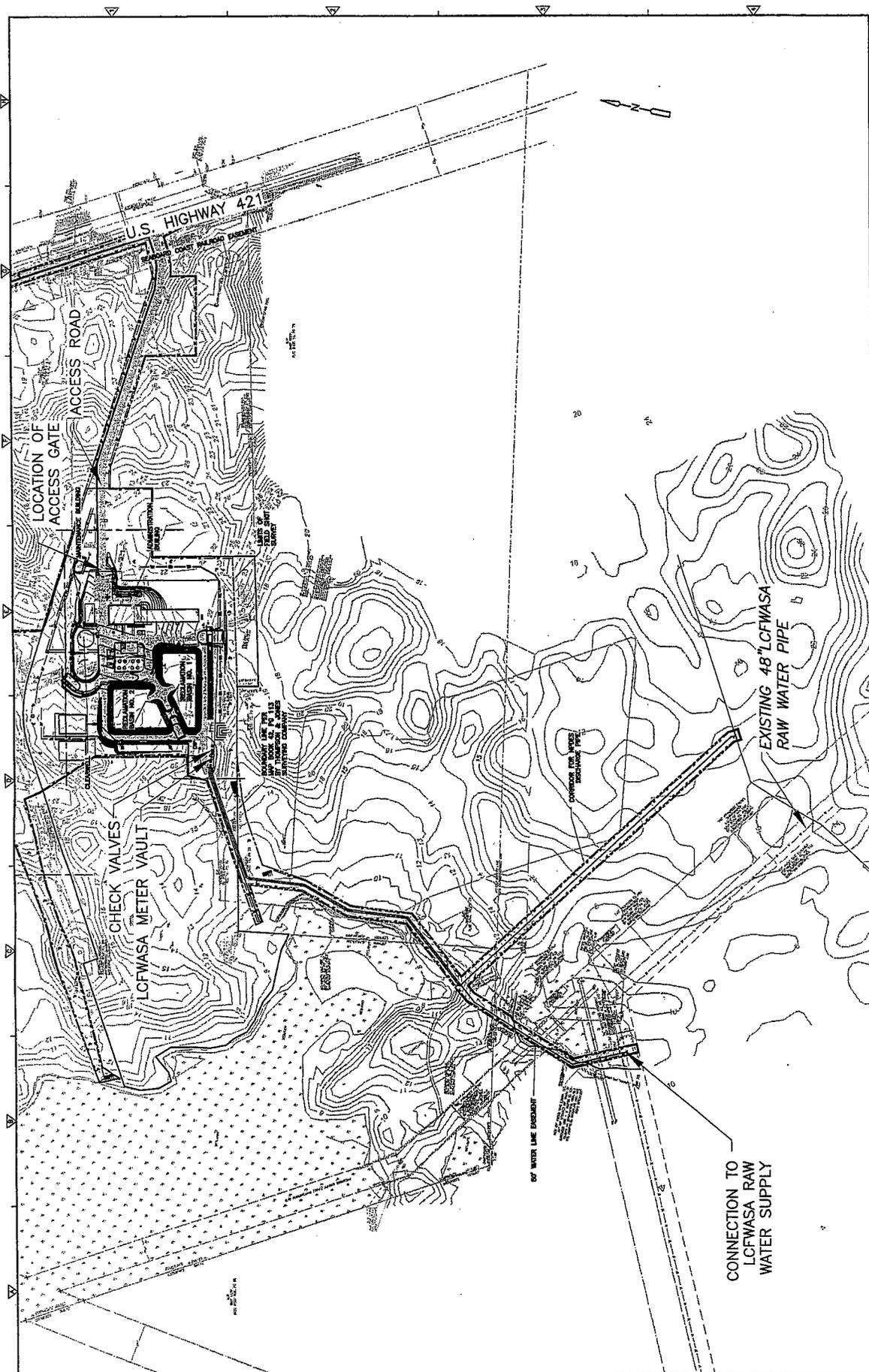
County Clerk
(SEAL)

LOWER CAPE FEAR WATER AND SEWER
AUTHORITY

ATTEST:

By: _____
Chairman

Secretary
(SEAL)



PROJECT NO. 6719-8833 SHEET NO. 101		LCFWASA METER EXHIBIT	
PENDER COUNTY, NORTH CAROLINA		SURFACE WATER TREATMENT PLANT	
CDM CONSULTING ENGINEERS 10000 W. BRIDGEWAY, SUITE 200 FORT WORTH, TEXAS 76155 PHONE: (817) 339-1000 FAX: (817) 339-1001 WWW.CDM.COM		DATE: 10/15/03 DRAWN:	
REV.	DATE	BY	CHKD

FIG 1