

**AGREEMENT OF TOWN OF NAVASSA TO CONVEY WATER AND SEWER  
SYSTEMS TO BRUNSWICK COUNTY**

THIS AGREEMENT TO CONVEY WATER AND SEWER SYSTEMS, dated this the \_\_\_\_\_ day of \_\_\_\_\_ 2020, by and between the COUNTY OF BRUNSWICK, a political subdivision and body politic of the State of North Carolina (hereafter the “County”), and the TOWN OF NAVASSA, a municipal corporation of the State of North Carolina (hereafter the “Town”);

**WITNESSETH:**

**WHEREAS**, the Town owns and operates a public water distribution system consisting of approximately 10.41 miles of distribution water lines, 40 valves, 20 fire hydrants, 325 customer meters, land, easements, rights-of-way, and related facilities (all hereinafter collectively referred to as the “Town Water System”);

**WHEREAS**, the Town owns and operates a public sanitary sewer collection system consisting of approximately 11.74 miles of gravity and pressure sewers, a collection system together with manholes, 6 lift stations, force mains, valves, air release valves, service taps, service laterals, clean-outs, land, easements, rights-of-way, and related facilities (all hereinafter collectively referred to as the “Town Sewer System”);

**WHEREAS**, the Town has approximately 325 water customers and approximately 321 sewer customers;

**WHEREAS**, the Town has approximately \$0 million in capital improvement funds, debt service reserve funds, operating reserves, and customer deposits;

**WHEREAS**, as of \_\_\_\_\_, the Town has debt associated with the Town Water System and Town Sewer System of approximately \$26,560.86 in USDA loans, which the County will pay off at the time of the transfer, approximately \$440,786 in a NCDENR sewer loan, which the County will assume and pay off over time, and approximately \$509,951 owed Brunswick County for the 2012B Plant Expansion capital charges, for which the County will release Navassa from payment;

**WHEREAS**, the Town holds two (2) Permits to Operate a Community Public Water System, PWS ID NC0410065 and PWS ID NC7010067;

**WHEREAS**, the Town holds two (2) Permits to Operate Collection System, WQCS00650 and WCQS00383;

**WHEREAS**, the Town currently purchases its finished water from Brunswick County (“County”), the source of which is the Cape Fear River (“River”);

**WHEREAS**, the Town desires to keep the water and sewer rates as low as possible for its residents and property owners, but due to the water and sewer system size, the maintenance and expansion needs, and the number of customers it serves, a larger utility may have the ability to keep the rates more affordable in the long term;

**WHEREAS**, the County currently operates and maintains water distribution systems and wastewater collection systems throughout the Brunswick County area;

**WHEREAS**, the County has the staff, equipment, expertise, and financial ability to assume operation and maintenance of the Town’s Water and Sewer Systems;

**WHEREAS**, N.C.G.S. § 160A-274 expressly authorizes the Town to convey its interests in real and personal property to the County “upon such terms and conditions as it deems wise [and] with or without consideration...;” and

**WHEREAS**, North Carolina General Statutes 160A, Article 20, Interlocal Cooperation, authorizes and empowers any units of local government to enter into interlocal agreements for the ownership, construction, operation, maintenance, management, and financing of all or portions of water and sewer utility systems within or outside the corporate limits of those units of local government.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

**1. WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM DESCRIPTION**

In addition to any components previously described, the Town Water System shall include, without limitation, all water mains, water service, meter assemblies, valves, fire hydrants, and other appurtenances required to provide water service to existing and future water customers in the Town.

In addition to any components previously described, the Town Sewer System shall include, without limitation, all sewer pump stations, vacuum station, manholes, vacuum assisted gravity sewer mains, gravity sewer mains, low pressure sewer mains, force mains, and other appurtenances required to provide sewer service to existing and future sewer customers of the Town.

The Town also agrees to transfer to the County any remaining balance in the Water & Sewer Enterprise Fund.

A comprehensive list of the real estate, equipment, other assets and liabilities which comprise the systems being conveyed are attached hereto in Exhibit A.

## **2. TRANSFER OF THE WATER AND SEWER SYSTEMS**

The Town agrees to transfer to the County the Town's Water and Sewer Systems as described above. Transfer shall be by execution of deed and dedication documents prepared by the County's Attorney and executed by the appropriate Town representatives, in addition to any other documentation, agreements or bills of sale necessary to complete the transfer. Upon execution of the deed and dedication documents, the County shall own, operate, and maintain the Water and Sewer Systems within the Town. The current Town water and sewer customers and future water and sewer customers will become customers of the County.

At Closing, at a time and place mutually acceptable to the parties, the Town shall convey to the County, free and clear of liens and encumbrances, the Water and Sewer Systems by delivering Warranty Deeds for the Town's real property and an Assignment and Bill of Sale for the Town's personal property including, *inter alia*, the Systems' infrastructure, facilities, structures, vehicles, equipment, supplies, funds, permits, contracts, easements, other property rights, liabilities, debt obligations, and all other materials and things associated with or required for the ownership, operation, and maintenance of the Water and Sewer Systems.

The Town agrees to execute any NC DENR forms or applications required to transfer or assign any necessary permits for the operation and maintenance of the Water and Sewer Systems to the County.

## **3. EASEMENTS AND RIGHTS-OF-WAY**

The Town agrees to transfer all easements, rights-of-way and utility encroachments associated with the Town Water and Sewer System, whether conveyed from individuals, business entities, developers, homeowners' associations, builders, contractors and/or other individuals or entities, to the Town of Navassa, including but not necessarily limited to, those recorded in the Brunswick County Register of Deeds and listing the Town of Navassa as Grantee. The Town also gives the County the right to operate, maintain, and construct new water and sewer mains within said easements, rights-of-way and utility encroachments. Any new easement required to expand the Water and Sewer Systems would be the responsibility of the County.

## **4. SYSTEM IMPROVEMENTS**

The County agrees to make such improvements as required to integrate the Town of Navassa Water and Sewer Systems into the overall County water and sewer systems. The County will be responsible for the cost of the improvements, maintenance and any necessary expansions to the Water and Sewer Systems to accommodate planned growth and development to serve present and future needs. County agrees to operate, maintain and expand said Water and Sewer Systems to accommodate planned growth and development within Town's planning and zoning jurisdiction in accordance with County utility system policies, standards,

and procedures, and to serve present and future demands in a manner so as not to impede the orderly growth and development of Town.

## **5. EXISTING WATER AND SEWER SYSTEM DEBT AND OBLIGATIONS**

The County agrees to assume responsibility for the following existing debt associated with the Water and Sewer Systems:

- a. USDA Loan 91-03 for water line extensions, with principal balance of approximately \$26,560.86, plus accrued interest at time of payoff.
- b. NCDENR loan for sewer with principal balance of approximately \$440,786.25, plus accrued interest at time of payoff.
- c. The County also releases Navassa from its debt to the County for the 2012B Plant Expansion capital charges in the approximate amount of \$509,951, and any other debt, assessment or charge owed by Navassa pursuant to the Northeast Brunswick Regional Wastewater Project Sewer Service Agreement dated July 26, 2001, including any subsequent amendments, modifications, or extensions of that Agreement.

The County's obligation for Town's existing water and sewer system debt obligations is limited to those specifically listed above. The County will not assume or reimburse any loans made between the Town General Fund and the Town Enterprise Fund.

## **6. RECORDS TRANSFER**

Town shall transfer to County all available reproducible and electronic copies of any and all records, data, information, and models arising from the construction, operation and maintenance of Town's water and sewer utility system and any other related activity, including projects in progress, and including, but not limited to, the following:

- 1) Construction contracts, drawings, maps, and all other related documents evidencing the condition or location of any portion of the subject water and sewer systems including such documents as may be in the possession of any engineer or other consultant of Town;
- 2) Billing, collection and payment records on all present customers of the subject water and sewer systems;
- 3) An accurate tabulation or listing of all actual service locations in the Town system to be transferred to County from Town, to include:
  - a) Address - Number and Street;
  - b) Account Name (if active);
  - c) Billing Address for Each Account Number;
  - d) Account Numbers and all meter reading books and the history of all accounts for the past twelve (12) months;
  - e) One Year's Account History;
  - f) Meter Location Description;

- 4) Contracts or agreements for the supply of equipment, materials, supplies, and products;
- 5) Pending applications for water and sewer service;
- 6) Contracts or agreements to provide water and or sewer service currently in effect;
- 7) Receipts, accounts and other records of deposits made by all present and past customers of the subject water and sewer systems;
- 8) Any and all warranty information on any facilities, property, land, and equipment transferred to County pursuant to this Agreement;
- 9) Repair, maintenance, trouble, and emergency response records for all portions of Town's water and sewer systems;
- 10) Any and all notices of violation, legal actions, and lawsuits pertaining to Town's water and sewer system ;
- 11) Plans, permits, reports, specifications, surveys, etc., for water and sewer facilities and operations;
- 12) Number and locations of all unmetered services;
- 13) Copies of all water and sewer system maps;
- 14) Copies of all easements;
- 15) Copies of all encroachment agreements;
- 16) Identification of all inside Town customers;
- 17) Identification of all outside Town customers;
- 18) Record of all assessments for system extensions;
- 19) Identification of all taps for which payment has been made;
- 20) Identification of all backflow prevention installations;
- 21) Identification of all Pretreatment Program installations;
- 22) Copies of such records as are necessary to inform County of the location of all facilities of Town for other utility operations;
- 23) Accounts payable records;
- 24) Accounts receivable records; and,
- 25) Any other information, data, and records pertaining to Town's water and sewer utility.

Town agrees that prior to the Transfer Date, and in no event later than 30 days thereafter, Town shall submit to County such accounting, commercial, engineering, planning, personnel, and facility records pertaining to Town's water and sewer utility system. Town may make copies of said materials for Town's records and archives. Prior to the Transfer Date, the County Manager and Town Administrator, or their designees, shall determine mutually satisfactory administrative details for the transfer of the above-referenced records.

## **7. CUSTOMER TRANSFER**

As of the Transfer Date, all customers and users of Town's water and sewer system shall become subject to all rules, regulations and ordinances of County as the same apply to all users and customers of the water and sewer system of County, and as same are now or may hereafter be amended. Such rules, regulations and ordinances and schedule of rates, fees, charges and penalties shall constitute a part of the

Agreement between County and any customer or user of the subject water and sewer system and any extensions thereof for the provision of water and sewer service.

A team comprised of County and Town staff shall develop a seamless transfer of customer accounts at Transfer Date in order to provide continuity of account activity after the merger. All accounting after the Transfer Date shall be made within the County utility enterprise fund.

Effective immediately following the Transfer Date, Town shall transfer customer deposits to County.

## **8. WATER AND SEWER RATES**

The water and sewer customers in the Town will pay the same water rates and fees as currently in effect for similarly situated customers of the County. The Town agrees to transfer all meter deposits held on behalf of their customers to the County.

## **9. CUSTOMER ASSISTANCE PROGRAM**

Concurrent with the Transfer Date, the County will implement a Customer Assistance Program, county-wide, and will establish eligibility guidelines for low-to-moderate income county customers to receive a monetary assistance credit toward their monthly water and/or sewer bill. The basic framework of this program is outlined in Exhibit B.

## **10. ORDINANCES AND PERMITS**

The Town agrees to maintain in effect ordinances regulating water and sewer connections and the use of the Water and Sewer Systems to include mandatory connection to the Water and Sewer Systems for all structures developed within the corporate limits of the Town, to the extent permissible by law. The Town's sewer use ordinance must conform to the County's current ordinance and the NC DENR minimum requirements.

## **11. FUTURE EXPANSION OF WATER DISTRIBUTION AND SEWER COLLECTION SYSTEMS**

It is understood and agreed that all future expansions to the Water and Sewer Systems within the corporate limits of the Town subsequent to the execution of this Agreement whether constructed by the Town or private developers shall be constructed in accordance with County specifications. If constructed by the Town, or offered for dedication by a private developer, such expansions shall be dedicated to the County upon completion of construction. The County agrees to solicit input from the Town on current and future water and sewer needs of the Town on at least an annual basis.

## **12. GRANT OF EXCLUSIVE RIGHT TO THE COUNTY**

The Town, subject to the terms and provisions of this Agreement hereby grants and gives the County the exclusive right to own, maintain, and operate the sewer collection and water distribution systems within the Town, as well as the right to be the exclusive provider of water treatment and wastewater treatment for the Town, to the fullest extent permissible by law.

## **13. NO ORAL MODIFICATIONS**

Any change or modification of this Agreement must be in writing signed by both parties.

## **14. TERM AND TERMINATION OF AGREEMENT**

This Agreement shall be perpetual. Town and County hereby agree that such perpetual duration is reasonable and necessary in light of the purposes of this Agreement. If for any reason a court of competent jurisdiction rules in a final decision that may not be appealed that a perpetual term to this agreement is unlawful, then this agreement shall have a term of sixty (60) years. If the term of this agreement is so limited to sixty (60) years, the expiration of the term shall only affect the agreements hereunder with respect to events and performances that occur after the expiration date of such term, and shall not affect the existence or validity of any transfer, conveyance, undertaking, liability, or other action or right that occurred or arose prior to the expiration date.

## **15. TOWN REPRESENTATIONS AND WARRANTIES**

The Town hereby represents and warrants as follows:

- A. Except as otherwise disclosed herein, the Town has good and marketable title, free and clear of liens and encumbrances, to the real and personal property being conveyed to the County, including all permits, associated with every aspect of the Water and Sewer Systems.
- B. The Water and Sewer Systems are in good condition and repair, normal wear and tear excepted, and are in compliance with all laws, rules, and regulations of applicable governmental units.
- C. The Town shall provide the County with true, accurate, and complete copies of the following: the Town's rates and fees for water and sewer service; all ordinances, resolutions, and/or rules and regulations relating to the Water and Sewer Systems, all which remain in full force and effect, and all other plans, specifications, and operation/maintenance manuals for the Water and Sewer Systems.
- D. The Town shall provide the County with true, accurate, and complete copies of each permit and contract associated with the Water and Sewer Systems under

which the Town is obligated to perform together with written evidence showing that the permits have been transferred to the County and that the other parties to the contracts, whenever required, have consented to assigning the contracts to the County.

E. The Town has the power and authority to assign the permits, contracts, liabilities, and debt obligations associated with the Water and Sewer Systems to the County, no events of default have occurred or are occurring thereunder, the permits, contracts, liabilities, and debt obligations remain in full force and effect, and are enforceable in accordance with their respective terms and conditions.

F. This Agreement, and all other documents and instruments related hereto and/or required hereby, has/have been duly authorized, executed, and delivered by the Town and constitutes valid and binding obligations by the Town enforceable in accordance with its terms and conditions subject to bankruptcy, insolvency, or other laws affecting the enforcement of creditor's rights.

G. The Town's execution and delivery of this Agreement and compliance with its terms and conditions will not conflict with or constitute a breach or violation of, or a default under any agreements to which the Town is a party, any applicable law, rule, or regulation of any governmental unit or agency thereof, any applicable judgment or decree of any court or other governmental agency or body, or the provisions of any permits held by the Town for the ownership, operation, and maintenance of the Water and Sewer Systems.

H. The execution and delivery of this Agreement and the conveyance of the Town's Water and Sewer Systems to the County do not require the approval of any regulatory body, governmental unit or agency, or any other persons/entities whatsoever.

I. All permits held by the Town regarding the ownership, operation, and maintenance of its Water and Sewer Systems are in full force and effect, have been duly complied with in all material respects, and are assignable and transferable to the County.

J. All easements held by the Town with regard to its Water and Sewer Systems are assignable by the Town without the consent of third parties.

K. If deemed necessary by the County, the Town will adopt ordinances such as, but not limited to, a sanitary use ordinance, backflow prevention ordinance, grease trap ordinance, right of entry ordinance, and other ordinances that are reasonably necessary to regulate the proper use of, and provide for the proper billing and collection of bills for, the subject water and sewer system and any extensions thereof by the customers and users within the jurisdiction of Town.

## **16. COUNTY REPRESENTATIONS AND WARRANTIES**

The County hereby represents and warrants as follows:



A. This Agreement, and all other documents and instruments related or required hereby, have been duly authorized, executed, and delivered by the County and constitute valid, binding, and enforceable obligations by the County.

B. The County's execution and delivery of this Agreement and compliance with its provisions will not conflict with or constitute a breach or violation of, or a default under any agreements to which the County is a party, any applicable law, rule, or regulation of any governmental unit or agency thereof, or any applicable judgment or decree of any court or other governmental agency or body.

C. The County will perform the services customarily performed by water and sewer utility systems with respect to the acquired systems and customers, such as:

1. Read all meters of, send all bills to, and collect all payments from the Water and Sewer Systems' customers.
2. Administer the provision of water and sewer services to new customers and coordinate the construction of related infrastructure by developers intending to connect to the Water and/or Sewer Systems.
3. Maintain, repair, and improve the systems in a timely manner and operate and manage the systems in a manner consistent with good business and operating practices for comparable facilities and in full compliance with all issued permits, operational requirements, industry standards, and the applicable laws, rules, and regulations of regulatory bodies, governmental units, or agencies thereof.
4. Operate, maintain, and manage the water and sewer system with employees who have the operational expertise and professional credentials necessary to perform their respective duties, and perform the administrative and managerial duties required for the operation of public enterprise water and sewer systems.

## **17. COOPERATION OF THE PARTIES**

The Town and the County agree to cooperate, fully, effectively, and efficiently with each other to accomplish the intent and purposes of this Agreement, execute all supplementary documents necessary to enforce its terms, and to take all additional actions deemed necessary and appropriate so as to give full force and effect to the terms, conditions, and intent of this Agreement. Neither party shall unreasonably withhold or delay providing such cooperation. The parties further agree to provide to each other, if requested, all plans, as built drawings, financial information, and all other information, documents, materials, and other things in their possession or control associated with the Water and Sewer Systems, and the performance of the terms and conditions set forth herein.

## **18. ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between the parties and supersedes all prior and independent agreements between the parties covering the subject matter hereof.

## **19. SPECIFIC PERFORMANCE IN EVENT OF DEFAULT**

The parties acknowledge that monetary damages would not fully compensate either party in the event of any breach or default of this Agreement. The parties therefore agree that in the event of a breach or default by either party, the other party shall, in addition to seeking damages, be entitled to seek and obtain the specific performance of the defaulting party's obligations hereunder.

## **20. AUTHORIZATION**

Each party certifies that all appropriate steps to legally enter into this Agreement have been taken, that the matter has been approved by the appropriate legislative body, and that the terms of this Agreement are understood. Moreover, each party certifies that all laws, rules, and regulations as well as any local governmental rules were followed with regard to acceptance of this Agreement and that this Agreement meets all standards for governmental agreements.

## **21. SECTION HEADINGS**

The section headings in this Agreement are for convenience and ease of reference only. Such headings are not part of this Agreement and are not to be used in interpreting its provisions.

## **22. CHOICE OF LAW**

This Agreement shall be governed by and interpreted in accordance with the law of the State of North Carolina.

## **23. SEVERABILITY**

It is hereby the declared intention of Town and County that the paragraphs, sections, sentences, clauses, and phrases of this agreement are severable. If one or more paragraphs, sections sentences, clauses, or phrases shall be declared void, invalid or otherwise unenforceable for any reason by the valid, final judgment or decree of any court of competent jurisdiction, such judgment or decree shall not affect the remaining provisions of this agreement.

## 24. WARRANTIES

The County and Town represent and warrant that each has full power and authority to enter into and perform any and all provisions of this Agreement between the County and the Town.

## 25. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

**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.

ATTEST:

THE COUNTY OF BRUNSWICK

\_\_\_\_\_  
Clerk

(SEAL)

By: \_\_\_\_\_  
Frank L. Williams, Chairman

ATTEST:

TOWN OF NAVASSA

\_\_\_\_\_  
Town Clerk

(SEAL)

By: \_\_\_\_\_  
Eulis A. Willis, Mayor

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

---

Julie Miller, Director of Fiscal Operations  
Brunswick County

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

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Finance Director  
Town of Navassa

## **EXHIBIT A**

Prepared by and return to:  
Brunswick County Attorney's Office  
P. O. Box 249, Bolivia, NC 28422

STATE OF NORTH CAROLINA

### **ASSIGNMENT AND BILL OF SALE**

COUNTY OF BRUNSWICK

THIS ASSIGNMENT AND BILL OF SALE is made this 1<sup>st</sup> day of July, 2020, by and between the COUNTY OF BRUNSWICK, a political subdivision of the State of North Carolina ("Buyer"), and TOWN OF NAVASSA, a municipal corporation of the State of North Carolina ("Seller").

#### **RECITALS:**

This Assignment and Bill of Sale is given pursuant to that certain Agreement of Town of Navassa to Convey Water and Sewer Systems to Brunswick County entered into between the parties hereto dated July 1, 2020, (the "Conveyance Agreement"). The parties agree that the representations and warranties of each party contained in the Conveyance Agreement shall survive the execution and delivery of this instrument. Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Conveyance Agreement.

Seller, for and in consideration of the sum of Ten and no/100 Dollars (\$10.00) and other good and valuable consideration, to Seller in hand paid, the receipt and sufficiency of which is hereby acknowledged, has bargained, sold and assigned, and by these presents does bargain, sell, assign and convey unto the Buyer, its successors and assigns, certain personal property, infrastructure, facilities, structures, vehicles, equipment, supplies, contracts, permits, funds, easements, other property rights, liabilities, debt obligations and all other materials and things associated with or required for the ownership, operation and maintenance of the Town Water and Sewer System (collectively the "Property"), as more particularly described on Attachment A attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the Property, including the appurtenances thereof, unto the Buyer and its successors and assigns in fee simple forever.

The designation of Buyer and Seller 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.

Seller represents and warrants to Buyer that it is seized of the Property in fee simple and has the right to convey the same in fee simple, that the same is free and clear of all encumbrances whatsoever, that it will warrant and defend the title thereto against the lawful claims of all persons whatsoever, and that it is not a party to any contracts to provide water and/or sewer service to anyone except those listed in the Conveyance Agreement.

IN TESTIMONY WHEREOF, Seller has caused this instrument to be executed by its duly authorized officer and its seal to be hereto affixed as of the date first above written.

TOWN OF NAVASSA

ATTEST:

\_\_\_\_\_  
Town Clerk

(SEAL)

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, a Notary Public of the County and State aforesaid, do hereby certify that \_\_\_\_\_ personally came before me this day and acknowledged that he/she is the Town Clerk for the Town of Navassa, a municipal body politic, and that by authority duly given and as the act of the municipal body politic, the foregoing instrument was signed in its name by its, sealed with its municipal seal, and attested by himself/herself as its Town Clerk.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

(SEAL)

**ATTACHMENT A TO**  
**ASSIGNMENT AND BILL OF SALE**

1. All water system infrastructure, water mains, water transmission lines, water distribution pipes, fire hydrants, valves, service lines, service taps, meters, meter assemblies, meter transmitter units (MXUs), remote meter reading equipment, registers and all other appurtenances or improvements to the overall water distribution system.
2. All wastewater system infrastructure, wastewater collection sewers, lift stations, pump stations, vacuum mains, gravity mains, low pressure force mains, high pressure force mains, manholes, vacuum pits, grinder pumps, valves, air release valves, service taps, service laterals, clean-outs and all other appurtenances or improvements to the overall wastewater collection and treatment systems.
3. All monitoring and/or alarm systems connected to or associated with the Town Water and Sewer System, including but not necessarily limited to, all water system facilities, wastewater collection systems and wastewater treatment facilities.
4. Six (6) lift/pump stations, inclusive of all pumps, valves, air release valves, service taps, service laterals, clean-outs, controls, piping, alarm systems, generators, fencing and any other related facilities, equipment, appurtenances and/or improvements located thereon. If the property on which any lift/pump station is leased, the Town shall also assign the respective lease agreement to Brunswick County. The locations of the lift/pump stations are as follows:
  - Rampage – 160 North Navassa Road, Navassa, NC
  - Pine Valley – 833 Pine Valley Drive, Navassa, NC
  - Royster – 10250 Royster Road, Navassa, NC
  - Park – 1920 Miles Branch Road, Navassa, NC
  - Cedar Hill – 2578 Old Cedar Loop Road, Navassa, NC
  - Lena Springs – 1509 Everett Springs Drive, Navassa, NC
5. All easements, rights-of-way and utility encroachments associated with the Town Water and Sewer System, whether conveyed from individuals, business entities, developers, homeowners' associations, builders, contractors and/or other individuals or entities, to the Town of Navassa, including but not necessarily limited to, those recorded in the Brunswick County Register of Deeds and listing the Town of Navassa as Grantee.
6. NC 811 Utility Locate Agreement.
7. Permit to Operate a Community Public Water System (Phoenix), PWS IDNC7010067.
8. Permit to Operate a Community Public Water System, PWS IDNC0410065.
9. Permit for Wastewater Collection System, Permit No. WQCS00650.
10. Permit for Collection System, Permit No. WQCS00383
11. Permit for Wastewater Collection System Extension (Old Mill Road Force Main Diversion), Permit No. WQ0039384.
12. Permit for Wastewater Collection System Extension (NCDOT R2633-BA I-140 Gravity Sewer Relocation), Permit No. WQ0036861.
13. Permit for Wastewater Collection System Extension (Bluff Hill Industrial Park Sewer), Permit No. WQ0031145.
14. Permit for Wastewater Collection System Extension (Lena Springs Estates Phase 1 Sewer), Permit No. WQ0030911 (Modification).
15. Permit for Wastewater Collection System Extension (Lena Springs Estates Phase 2 Sewer), Permit No. WQ0031043 (Modification).
16. Permit for Wastewater Collection System Extension (Lena Springs Estates Phase 3 Sewer), Permit No. WQ0032103.
17. Permit for Sanitary Sewer, Permit No. WQ0018450.

18. Permit for Sanitary Sewer (Cedar Hill Road Sewer), Permit No. WQ0033711 (Modification).
19. All other permits for water distribution systems or extensions and/or wastewater collection systems or extensions not specifically listed herein.
20. Any and all other federal, state or local regulatory permits, approvals and/or certifications regarding the ownership, operation and maintenance of the Town Water and Sewer System.
21. Adopted resolutions, ordinances, edicts, policies, rules, regulations, standards and operations plans related to the Town Water and Sewer System.
22. Engineering, financial and other professional studies, reports, research, analyses, testing, information and correspondence related to the Town Water and Sewer System.
23. Applications for Approval of Revenue Bonds and application fees, together with any subsequent correspondence or supplemental documents, submitted by the Town of Navassa for funding approval related to the Town Water and Sewer System, if any.
24. Balance in the Town's Water and Sewer Enterprise Fund.
25. Contracts or agreements for the supply and/or maintenance or service of equipment, materials, supplies, and products.
26. Contracts or agreements to provide water and or sewer service currently in effect.
27. Any and all warranty information on any facilities, property, land, and equipment transferred to County.
28. Repair, maintenance, trouble, and emergency response records for all portions of the Town's Water and Sewer system.
29. Any and all notices of violation, legal actions, and lawsuits pertaining to the Town's Water and Sewer System.
30. Any other information, data, and records pertaining to the Town's Water and Sewer System.
31. All tangible personal property as listed on the Public Works Inventory attached hereto as Attachment B and incorporated herein by reference.



**ATTACHMENT B TO**  
**ASSIGNMENT AND BILL OF SALE**

<b>TOWN OF NAVASSA PUBLIC WORKS INVENTORY</b>										
<b>QTY</b>	<b>Description</b>								<b>New Price</b>	<b>Unit Price</b>
191 ea.	Sanitary Sewer Manholes w/ ring and cover									
									\$ 758.17	\$144,810.47
44,770.71 lf. 8.47 miles	Sanitary Sewer lines								\$ 2.78	\$ 124,462.57
306	Sewer Services w/cleanout and conc. Doughnuts								\$ 27.71	\$ 8,479.00
	Conc. Doughnut					\$ 13.00				
	4 inch PVC									
	Clean off Caps									
48,200 9 miles	Water Lines								\$ 3.49	\$ 168,218.00
306	Water Services; saddles, corp. stops, curb stops, and poly line								\$ 161.62	\$ 49,455.00
	Service saddle					\$ 45.03				
	Corp Stop					\$ 38.76				
	Curb Stop					\$ 62.83				
	Polybutulene service line	(20 ft. per service)				\$ 0.75	\$ 15.00			
87	Water Valves								\$ 495.66	\$ 43,122.00
87	Valve Boxes								\$ 51.03	\$ 4,439.00
50	Fire hydrants								\$ 1,300.00	\$ 65,000.00
306	meter boxes								\$ 21.00	\$ 6,426.00
293	Water Meter Residential								\$ 157.00	\$ 48,042.00

## **EXHIBIT B**



### **Brunswick County Low to Moderate Income Water and Sewer Utility Assistance Program**

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Brunswick County will establish a program for Brunswick County Public Utilities residential retail water and sewer customers qualifying as low to moderate income.

The Brunswick County Water and Sewer Assistance Program provides an annually established monthly payment assistance amount to aid eligible families with water and sewer expenses. The program will be available beginning with fiscal year 20-21 and will be evaluated annually based on funding.

The program will provide financial assistance for water and/or sewer monthly service fees based on the following criteria:

- Brunswick County Public Utilities residential retail water and/or sewer customer,
- Annual household income is equal to or less than 130 percent of the current federal poverty level,
- Real property valued at \$110,000 or less,
- Cash, checking, stocks, bonds etc. reserves at time of application are less than \$2,200,
- Subject to available funds

The County will provide an appropriation of no less than \$200,000 from the general fund to initiate the program. Unexpended funds from one year may roll forward to the next year to ensure that the annual available funding is at least \$200,000 in any given year. The county plans to move forward with other program funding mechanisms such as a Utility Billing Round Up Contribution Program and these funds will reduce the amount of the general fund contribution annually. Receipt of funds by applicants are contingent on the availability of appropriated program funds.

The County will establish the monthly credit amount for water and/or sewer service during the annual budget process. For the fiscal year beginning July 1, 2020, the monthly available water and sewer credit assistance will be 30% of 4,500 gallons the

average household water use per month rounded up to the nearest dollar. The monthly credit may not be larger than the actual customer bill for the month.

The Brunswick County Water and Sewer Assistance Program will require customers to make annual applications that will provide assistance for a 12-month period. Customers must reapply annually and applications will be discontinued when funds are exhausted. Applications will be accepted in various locations throughout the County a calendar month each year.

The Brunswick County Water and Sewer Assistance Program is available to Brunswick County Public Utilities residential retail water and/or sewer customers whose gross annual income is equal to or less than 130% of the federal poverty level for the household size (see attached table), with assets less than \$110,000, and the household's total available on-hand cash resources must be less than \$2,200.

Individuals who are homebound may have someone apply on their behalf. The homebound individual must write a statement giving their representative permission to apply on their behalf and provide the representative with eligibility requirements.

Applicants must provide: all income for the household and its members; checking and savings account statements for all members of the household; all property, stocks, bonds and other assets for all members of the household; the name, date of birth and social security number for each member of the household; and a copy of the current Brunswick County Public Utilities water and sewer bill, with the applicant's name, address and account number.

Applications will be taken for a calendar month until all funds are exhausted.

The following chart describes the Brunswick County Residential Retail Water and Sewer Eligibility Requirements.

Eligibility Requirement	What's Needed	How Often
Address	Lease, rental agreement, any other shelter expenses, contact with someone knowledgeable of your situation	At application or situation, if moving
Earned Income: Wages/Self-Employment	Wage stubs, tax forms contacting employer	At application

Unearned Income: Public Benefits/ Private Retirement Benefits/Trust, etc.	Documents from provider, award letter	At application
Assets/Resources	Ownership and tax records, bank and court documents	At application
Water & Sewer Expense	Copy of bills	At application

## 2019-2020 Federal Poverty Guidelines

Household Size	100% FPL Annual Gross Income	130% FPL Annual Gross Income
1	\$12,490	\$16,237
2	\$16,910	\$21,983
3	\$21,330	\$27,729
4	\$25,750	\$33,475
5	\$30,170	\$39,221
6	\$34,590	\$44,967
7	\$39,010	\$50,713
8	\$43,430	\$56,459