

## **WASTEWATER COLLECTION AND TREATMENT AGREEMENT**

THIS AGREEMENT by and between the Town of Boiling Springs, a North Carolina Municipal corporation (hereinafter referred to as "Town of Boiling Springs") and the Town of Lattimore, a North Carolina Municipal corporation (hereinafter referred to as "Town of Lattimore"), both of Cleveland County, North Carolina;

### **WITNESSETH:**

**WHEREAS**, The Town of Lattimore, authorized by its Municipal Corporate Charter and by the provisions of Article 16, Section 312 of Chapter 160A of the General Statutes of North Carolina, does not desire to operate and maintain its collection system, originally constructed and funded through State Grant funds,

**WHEREAS**, by a resolution duly approved and enacted by the unanimous vote of the Boiling Springs Town Council on the 15 day of March 1999, Resolution 16-99, the Town agreed to accept and treat wastewater for the Town of Lattimore Sewer System (hereinafter referred to as 'system'),

**WHEREAS**, both parties desire to maintain the existing relationship for a period of 24 months from the date of execution of this agreement and will, at such time, evaluate the expenses and revenues of the treatment and operation of the system,

**NOW, THEREFORE**, in consideration of the foregoing and mutual covenants hereinafter set forth, the parties do hereby agree that:

#### **I. Construction of System Improvements**

- a. The Town of Lattimore will be solely responsible for the design, installation, and startup of any improvements to the existing system.
- b. Representatives of the Town of Boiling Springs shall have input into the engineering plans and specifications.
- c. The Town of Lattimore will be responsible for acquiring all necessary easements and/or rights of way for the operation of or improvements to the system.
- d. All equipment used at lift stations, to the best ability possible, shall be from the same manufacturer and type of equipment now being used in the Town of Boiling Springs System. Lift stations shall be equipped with emergency generators as practicable. Additionally, the Town of Lattimore will purchase a portable generator to be used by the Town of Boiling Springs in emergency situations.
- e. The Town of Lattimore shall bear the cost of any necessary upgrades to Boiling Springs sewer collection system required to continue to accept wastewater from the Town of Lattimore.

#### **II. Ownership of System**

The Town of Lattimore will own the system currently located within the corporate limits of Lattimore and the force main extending down McBrayer Homestead to manhole #360 located near E. Homestead Ave. Lattimore will provide and/or approve funding for all line extensions requested. Line extensions by private entities will be funded by those entities. The Town of Boiling Springs will not be responsible for funding any line extensions in the Town of Lattimore.

**III. Operation and Maintenance of the System**

- a. The Town of Boiling Springs will operate, maintain, and repair the system under the terms agreed upon herein. Operation and maintenance of the system will comply with all applicable State Laws and regulations.
- b. The Town of Boiling Springs will bill all maintenance and repair costs requiring contracted professionals for the Town of Lattimore Sewer System, including necessary equipment, materials, labor, and other expenses, directly to the Town of Lattimore. Any maintenance or repair costs anticipated by the Town of Boiling Springs to exceed one thousand (\$1,000) dollars shall require the prior approval of the Mayor of the Town of Lattimore before work is begun on such maintenance or repair unless the maintenance or repair need is immediate and critical, and delay would result in a permit violation or would endanger the public health.
- c. All legal, administrative, or liability-related services for wastewater spills or other state permit violations of any kind shall be and remain the sole responsibility of the Town of Lattimore.
- d. The Town of Lattimore shall either reimburse the Town of Boiling Springs for insurance costs relating to its system or obtain proper coverage for its system and bear any associated costs with this insurance.
- e. The Town of Lattimore shall adopt the Town of Boiling Springs' current Sewer Use Ordinance (and as amended) and all wastewater generated from the Town of Lattimore must be in compliance with the ordinance. This ordinance regulates wastewater sent to the Town of Boiling Springs.
- f. The Town of Lattimore shall, in consultation with the Town of Boiling Springs, adopt its own ordinance regulating sewer within 1-year of adoption of this agreement. This ordinance should outline any administrative or similar processes around current and new connections to the Town of Lattimore wastewater system.

**IV. Tap Fees**

- a. Required tap fees will be paid to the Town of Boiling Springs in accordance with the Town of Boiling Springs policies.
- b. All taps inside and outside of the Town of Lattimore Town limits, and part of the Town of Lattimore Sewer System, will be approved by and in accordance with Town of Boiling Springs policies.

**V. Service and Billing**

- a. All new customers must make applications for service on forms provided by the Town of Boiling Springs.
- b. All customers, including customers with wells, shall not connect to the Town of Lattimore Sewer System until a connection is made to a public water supply system.
- c. Customers connected to the Town of Lattimore Sewer System shall pay the Lattimore rate as reflected on the Boiling Springs Schedule of Fees, which may be updated from time to time, and pay an additional \$10 fee each billing cycle. This additional fee will be used to cover the costs associated with utilities at the Town of Lattimore Sewer System pump stations.

- d. The Town of Lattimore shall take action as requested by the Town of Boiling Springs to enforce connection to the system and/or payment of the minimum rate for those residents who have access to the system but have not connected to the system.
- e. All new facilities constructed within the Town of Lattimore that have access to the system (within 200 feet of a gravity sewer line) will be required to connect to the system. The Town of Boiling Springs and the Town of Lattimore will coordinate with the Cleveland County Building Inspections Department to enforce this requirement.
- f. All existing facilities within the Town of Lattimore that have access to the system (within 200 feet of a gravity sewer line) will be required to connect to the system within 180 days of notification. This notification will be sent out in coordination between the Town of Lattimore and the Town of Boiling Springs.
- g. The Town of Boiling Springs, in partnership with Cleveland County Water, shall handle service agreements and the billing directly with all customers in accordance with the Town of Boiling Springs policies.
- h. Delinquent accounts and other billing matters will be handled in accordance with Boiling Springs Town policy. The Town of Lattimore shall reimburse the Town of Boiling Springs for any costs or associated legal fees incurred during the delinquent account collection process.
- i. The Town of Lattimore will provide the Town of Boiling Springs with a detailed listing of properties (owner name, address, parcel number) that have access to the sewer system and provide an accompanying map showing the properties. This map shall also identify which customers are connected to the public water supply and which are served by wells. This list shall be updated annually.

VI. Terms of the Agreement

- a. This Agreement shall extend for a term of twenty-four (24) months, beginning upon the date of the signature of the last of the parties to execute the agreement. Not less than ninety (90) days prior to this term, the parties shall mutually conduct a review of this Agreement and begin to discuss a new agreement.
- b. This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by both parties.
- c. This Agreement may be terminated at any time by either party by one party giving six (6) months' notice to the other, in writing, of intent to terminate. The Town of Boiling Springs shall not be responsible for any discharge, overflow, and the like that may result from the termination of this agreement. The Town of Lattimore hereby releases the Town of Boiling Springs from any such liability.

**IN WITNESS WHEREOF**, the undersigned official representatives of the parties, acting under the express authority of their respective governing bodies, have caused this contract to be duly executed in two (2) counterparts, each of which constitutes an original.

**THE TOWN OF BOILING SPRINGS**

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Daniel Thomas, Mayor

**ATTEST:**

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Noah Saldo, Town Clerk

**THE TOWN OF LATTIMORE**

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Alton Beal, Mayor

**ATTEST:**

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LaSandra Pearson, Town Clerk