



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler
Mayor
Nicholas A. Honeycutt
Vice-Mayor
Robert W. Zink
Treasurer
Stuart L. Jolley
Clerk
Larry H. Davis
Secretary

MINUTES REGULAR MEETING Mars Hill Town Hall – Conference Room December 5, 2022 at 6:00 p.m.

The Town of Mars Hill Mayor and Board of Aldermen met in regular session on Monday, December 5, 2022, at 6:00 p.m. in the Mars Hill Town Hall.

MEMBERS PRESENT: Mayor John Chandler; Aldermen Larry Davis, Nicholas Honeycutt, Stuart Jolley, and Robert W. (Bob) Zink

STAFF PRESENT: Nathan R. Bennett, Town Manager; Larry Leake, for Town Attorney; Cpt. Chad Wilson (MHPD); Daniel Mullinix, Gould Killian CPA Group

OTHERS PRESENT: Ryan Bell, Brad Guth, James Heinl, and Larry Smith

Call to Order

The meeting was called to order by Mayor John Chandler. Mayor Chandler welcomed those in attendance.

Approval of the Agenda

Mayor Chandler asked the Board to review the proposed agenda for approval. Upon review of the agenda, Mayor Chandler called for a motion. **Alderman Nicholas Honeycutt made a motion that the agenda be approved as presented.** Alderman Stuart Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the agenda was approved unanimously. (Attachment A)

Approval of Minutes

Mayor Chandler then asked the Board to review the minutes of the regular meeting held on November 7, 2022. There being no modifications to the minutes, **Alderman Jolley made a motion that the minutes for November 7, 2022, be approved as presented by management.** Alderman Larry Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the minutes were approved unanimously.

Old Business

Mayor Chandler then moved to address old business. Board members had no old business. Alderman Honeycutt stated he wanted to publicly recognize the success of the Christmas parade on Friday night, December 2, 2022, and particularly the hard work that went into organizing and producing the event by Town staff. Mayor Chandler agreed stating that the parade was very well received and was a great success. Alderman Bob Zink also commented on the great work by Town employees and the hard work put in to the parade and the immediate cleanup along the parade route. All Board members were in consensus of how proud they were of the employees and their efforts for a terrific event.

New Business

Mayor Chandler then moved to address new business.

AUDIT REPORT – FISCAL YEAR 2021-2022

Mayor Chandler then recognized Mr. Daniel Mullinix, the principal auditor with Gould Killian CPA Group to present the audit report for Fiscal Year 2021-2022 for the Town of Mars Hill. Mr. Mullinix stated that the audit process went very well and complimented the hard work and efforts of Town staff to maintain efficient government operations and improve the financial position of the Town. Mr. Mullinix stated that the audit received an unmodified (clean) opinion stating there were no negative issues. The audit report has been filed and received by the N.C. Local Government Commission as required by state law. The Board thanked Mr. Mullinix for his presentation. The complete audit report is incorporated as a part of these minutes by reference and is available to review either in the office or on the Town website: www.townofmarshill.org.

INTERLOCAL AGREEMENT – Short Term Emergency Water Supply Interconnection between Town of Mars Hill and Town of Weaverville

Mayor Chandler the recognized Town Manager Nathan Bennett to present information concerning the proposed interlocal agreement between the Town of Mars Hill and Town of Weaverville for the water system interconnection at the Forks of Ivy. Mr. Bennett advised that the previous agreement had been in effect since 2008 and had reached expiration and needed to be renewed. Mr. Bennett advised that he had worked with Weaverville staff to produce the proposed draft agreement for the Board’s consideration. He advised that the agreement has been reviewed by the Town Attorney and Mr. Larry Leake advised that he had been involved in drafting the original agreement and gave a history of same. Mr. Leake advised that he has reviewed this new agreement and found it satisfactory and fair to both Towns. Mr. Bennett advised that the agreement was approved by the Town of Weaverville Town Council in November and, pending approval by Mars Hill, would be effective January 1, 2023. Upon completing discussion of the matter by the Board, Mayor Chandler called for a motion. **Alderman Jolley made a motion to approve the “INTERGOVERNMENTAL AGREEMENT Between the Town of Weaverville and the Town of Mars Hill for Short-term Emergency Water Supply Interconnection” as presented.** Alderman Honeycutt seconded the motion. Upon a call for a vote by the Mayor, the motion was approved unanimously. (Attachment B)

Source Water Resiliency and Response Plan

Mayor Chandler then recognized Mr. Bennett to present information to the Board concerning the Source Water Resiliency and Response Plan (SWRRP). Mr. Bennett presented a summary of the SWRRP and the requirement for such document by the US EPA and the NC Department of Environmental Quality (NC DEQ). The purpose and need for the document is due to the town being in possession of a drinking water resource, and therefore the need to be able to respond disasters, man-made and natural, that may impact the watershed and/or the water supply distribution. The SWRRP provides the Town, and other authorized entities, the resources necessary to respond to such event in a timely manner. The Town must adopt a plan and provide the NC DEQ a certification confirming that that Board has reviewed and adopted the plan as required by law. Upon completing discussion of the matter by the Board, Mayor Chandler called for a motion. **Alderman Honeycutt made a motion to approve the Town of Mars Hill Source Water Resiliency and Response Plan as presented and authorize the Town Manager to submit the appropriate certification notice to the NC Department of Environmental Quality as required.** Alderman Davis seconded the motion. Upon a call for a vote by the Mayor, the motion was approved unanimously. (Attachment C)

January 2023 Board Meeting (New Year Holiday)

Mayor Chandler then opened discussion concerning the January Board meeting scheduled to occur on January 2, 2023, which is the date observing the New Year holiday. Mr. Bennett advised that at this time there is no pressing business items scheduled for January. Upon completion of discussion by the Board, **Alderman Honeycutt made a motion to cancel the January 2023 regular board meeting and ask the Mayor to call a special meeting should a meeting become necessary.** Alderman Jolley seconded the motion. Upon a call for a vote by the Mayor, the motion was approved unanimously.

Town Manager Report – Nathan Bennett, Town Manager

Mayor Chandler then recognized Mr. Bennett to provide the Town Manager Report.

General Update

Mr. Bennett advised the Board that Town staff in every department worked very hard on the Christmas Parade and is grateful for their efforts and excited to see the huge turnout by the community to view and participate in the parade.

Christmas Employee Lunch

The Christmas luncheon for employees, board member and families will be held on Thursday, December 22, 2022, at noon in the Town Hall. Mr. Bennett advised the Board that Town offices will close at noon for the employee luncheon and remain closed for the Christmas holidays of December 23, 26, and 27 and reopen on Wednesday, December 28.

Mr. Bennett provided the Board with a general update of Town operations and other items of interest to the Board.

Public Comment

Mayor Chandler then moved to public comment. Mayor Chandler recognized Larry Smith who spoke concerning town planning and efforts to address the growing population, needs for parking, and other development issues. Mr. Smith is eager to participate and provide input into future planning initiatives. Mayor Chandler then recognized Ryan Bell who spoke about First Friday and Christmas Parade. Mr. Bell thanked the Town, and Cpt. Chad Wilson particularly, for the efforts to facilitate the first Friday Events events and to produce such a wonderful event in Town this past Friday with the Christmas parade. He advised that First Friday events will take a break through the winter, with expectation to return in April. Mayor Chandler then recognized James Heintz who also stated that the First Friday events have been well received and appreciated by the community and complimented the great Christmas parade. Mr. Heintz stated that the First Friday group would like to come to a future board meeting and present ideas and thoughts for future First Friday plans. The Board stated they would love to hear from the group and asked him to coordinate with Mr. Bennett to be placed on a future Board agenda.

There being no further public comments, Mayor Chandler moved to the next agenda item.

Closed Session (Pursuant to N.C.G.S. 143-318.11)

Alderman Zink advised the Board that there are items to address in closed session. Mayor Chandler called for a motion to enter closed session to consider items relating to personnel and consultation with legal counsel. **Alderman Zink made a motion to enter into closed session pursuant to N.C.G.S. 143-318.11(a)(3)(5) & (6) to discuss personnel and consultation with legal counsel for legal matters.** Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to enter closed session was unanimously approved.

CLOSED SESSION

Upon completion of discussion of the items subject to the closed session, Mayor Chandler called for a motion to end the closed session. **Alderman Zink made a motion to end the closed session and return to open session.** Alderman Davis seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to return to open session was unanimously approved.

Open Session

Upon return to open session, Mayor Chandler stated that action is necessary regarding discussion for the acquisition of the real property located at 9 & 15 S. Main Street (aka the Robinson Building). The Town has received a Rural Transformation Grant from the N.C. Department of Commerce to assist the Town with acquiring this property for redevelopment and downtown improvements. Larry Leake, attorney for the town, summarized negotiations with the property owner have produced a proposed sale and purchase agreement to the Town for \$550,000. Upon completion of discussion by the Board, **Mayor Chandler made a motion that the Town of Mars Hill enter into an AGREEMENT FOR PURCHASE AND SALE OF IMPROVED REAL ESTATE with Linda K. Robinson, to purchase real property located at 9 AND 15 South Main Street, Mars Hill, NC, subject to the purchase price of \$550,000.00, and to the special conditions enumerated in the purchase agreement and Exhibit B, and authorize the Mayor and Clerk to execute the necessary documents.** Alderman Zink seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was unanimously approved.

The Board then discussed the Mars Hill Christmas Parade and all expressed how great the parade was and particularly commented on the excellent work by town staff to plan, prepare, and execute such a large event successfully. The Board consensus was that all full-time staff should receive a \$250 bonus for the work associated with the event. Upon completion of discussion by the Board, **Mayor Chandler made a motion that all full-time town employees shall receive a \$250.00 bonus for the work on the Christmas Parade.** Alderman Honeycutt seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion was unanimously approved.

Adjourn

There being no further business before the Board, Mayor Chandler called for a motion to adjourn. **Alderman Zink made a motion to adjourn.** Alderman Jolley seconded the motion. Upon a call for a vote on the motion by the Mayor, the motion to adjourn was unanimously approved.

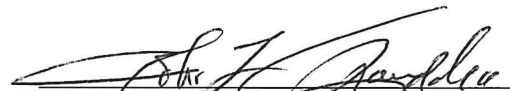
Approved and authenticated this the 6th day of February, 2023.

ATTEST:



Nathan R. Bennett,
Town Manager




John L. Chandler, Mayor



Town of Mars Hill

MAYOR AND BOARD OF ALDERMEN

John L. Chandler

Mayor

Nicholas A. Honeycutt

Vice-Mayor

Robert W. Zink

Treasurer

Stuart L. Jolley

Clerk

Larry H. Davis

Secretary

AGENDA

REGULAR MEETING

Mars Hill Town Hall Conference Room

December 5, 2022 at 6:00 p.m.

1. Call to Order – *Mayor John L. Chandler*
2. Approval of Agenda
3. Approval of Minutes: November 7, 2022 Regular Meeting
4. Old Business
5. New Business
 - a. **AUDIT REPORT – FISCAL YEAR 2021-2022** – Daniel Mullinix, Gould Killian CPA Group
 - b. **INTERLOCAL AGREEMENT** – Short-term Emergency Water Supply Interconnection Between the Town of Mars Hill and the Town of Weaverville
 - c. Source Water Resiliency and Response Plan
 - d. January 2023 Board Meeting (New Year Holiday)
6. Town Manager Report – Nathan Bennett, Town Manager
 - a. General Update
 - b. Christmas Employee Lunch (December 22 at Noon)
7. Public Comment
[Policy: Each speaker shall be limited to a maximum of three (3) minutes. The public comment period is not intended to require the Board of Aldermen or staff to answer any impromptu questions. The Board will not take action on an item presented during the public comment period. The Board may refer inquiries made during the public comment period to the Town Manager to address as appropriate. If necessary, the item may be placed on the agenda of a future meeting.]
8. Closed Session (*Pursuant to N.C.G.S. 143-318.11 – if needed*)
9. Adjourn

Mars Hill Town Hall

280 North Main Street • P.O. Box 368

Mars Hill, North Carolina 28754

Phone: (828) 689-2301 • Fax: (828) 689-3333

**STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE**

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE TOWN OF WEAVERVILLE AND
THE TOWN OF MARS HILL**

This **INTERGOVERNMENTAL AGREEMENT** is made and entered into this 1st day of January, 2023, by and between the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Weaverville”) and the Town of Mars Hill, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Mars Hill”).

WHEREAS, municipalities are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. § 160A-461 and Article 20 of Ch. 160A of the N.C. General Statutes;

WHEREAS, Weaverville and Mars Hill each own and operate a water system in and around their respective municipal jurisdictions;

WHEREAS, an interconnection between the Weaverville and Mars Hill water systems was constructed around 2009 in order to allow Weaverville to provide Mars Hill with an emergency water during emergency situations;

WHEREAS, as constructed the interconnection provides a bi-directional flow of water between the Weaverville and Mars Hill water systems;

WHEREAS, Weaverville and Mars Hill both have an important public interest in having a short-term emergency water supply which could be provided through the existing interconnection should that need arise;

WHEREAS, both parties intend to proceed cooperatively in utilizing water resources and facilities to support their respective service areas during short term emergencies as defined herein;

WHEREAS, this Agreement establishes each party’s reciprocal commitment to provide short term emergency water to the other;

NOW THEREFORE, for and in consideration of the mutual covenants, terms, and conditions contained herein and accruing to the benefit of each of the parties hereto, the parties hereby agree to the following:

EFFECTIVE DATE: This Agreement shall become effective January 1, 2023. This Agreement is in place of, supersedes, and replaces any previously executed Interlocal agreement, contract, or memorandum of understanding on this subject, including specifically the Contract dated October 20, 2008.

TERM: This Agreement shall be in effect until terminated in accordance with the provisions of this Agreement.

TERMINATION: In addition to immediate termination for non-payment as provided herein, either party may terminate this Agreement for any reason, or for no reason, upon 180 days’ advance written notice to the other party. The Parties may also terminate this Agreement at any time by mutual agreement.

SUSPENSION: Either party may suspend this Agreement for cause if, in the reasonably exercised opinion of the Weaverville Water Director or the Mars Hill Water Director, the public health or safety would be endangered due to the continued delivery of water pursuant to this Agreement. Upon suspension of this Agreement, the suspending town will immediately provide written notice to the other party of the reason for the suspension. Subject to provisions for termination without cause, upon written notice of correction by the Director of the other party, the Director of the suspending party shall cease suspension unless, in the suspending Director's opinion accompanied by written notice to the other Director, there remains cause for suspension.

AMENDMENTS: This Agreement may be amended only by approval of the Weaverville Town Council and the Mars Hill Mayor and Board of Aldermen.

SHORT-TERM EMERGENCY WATER NEEDS DEFINED: The parties hereto acknowledge and agree that this Agreement is for the provision of water for short term emergency purposes only. For the purposes of this Agreement, the following may constitute an emergency justifying a request for water delivery under this Agreement:

- a. Need for water due to water treatment capacity failure;
- b. Need for water due to a sudden loss of water pressure or interruption of water service in part of a distribution system due to a failure of infrastructure (with repairs anticipated to require more than 48 hours to repair);
- c. Need for water due to an unusual, significant, and unaccounted for increase in water demand resulting in low pressure or low water storage levels in the requestor's distribution system;
- d. Need for additional water supply due to a major fire demand;
- e. Need for a supplemental water source due to drought, for as long as a public notification of mandatory conservation restrictions exist and supplying water party has adequate water to supply;
- f. Need for supplemental water when the requestor's available daily water pumping and treatment capacity has reached 120% of the projected peak daily demand of the water system for more than five (5) days where daily demand is based upon the most recent water supply plan approved by the State of North Carolina;
- g. Other needs that in the opinion of the Water Director of both parties are sufficient for implementing a water transfer as governed by this Agreement.

Unless an extension is approved by the supplying Director, the commitment for temporary water supply shall not exceed the following time periods: (1) 24 hours following the extinguishment of a fire, (2) 30 days for all other emergencies.

SHORT TERM EMERGENCY WATER COMMITMENT:

During an emergency situation, Weaverville will commit to deliver treated water to Mars Hill in an amount that will not have a detrimental effect on Weaverville's water system or service to its existing customers, as determined by Weaverville's Water Director or the

Director's designee.

During an emergency situation, Mars Hill will commit to deliver treated water to Weaverville in an amount that will not have a detrimental effect on Mars Hill's water system or service to its existing customers, as determined by Mars Hill's Water Director or the Director's designee.

LIMITATIONS ON SERVICE:

The supplying of water as described herein is subject to all limitations provided by the supplying party's water policies.

At its sole discretion, the supplying party may temporarily reduce or terminate flow to the receiving party in the interest of public health and safety. In the event of interruption of service caused by line breaks, natural disasters and like events, the obligation of the supplier shall be to make sure repairs as reasonably as possible so that the delivery of water to the receiving party will not be unnecessarily interrupted nor the failure to deliver water prolonged for an unreasonable amount of time.

There is no obligation on the part of either town to institute water shortage protocols in order to provide the other with emergency water.

Nothing herein shall be construed as requiring the provision of water when doing so would unreasonably limit the capacity of the other town to serve its own customers.

Nothing herein shall be construed as requiring the provision of water when doing so would cause a violation of any federal, state, or local law, rule, or regulation.

COST OF SERVICE:

Except as provided herein, neither town will be obligated to provide the other with any fee or assessment related to water services, such as water system development fees, capacity depletion fees, meter fees, or minimum monthly charges.

All emergency water provided under this Agreement shall be metered in the normal manner and billed monthly for the duration of the delivery of water.

The receiving party shall pay to the supplying party a consumption charge calculated at the supplying party's emergency water rate, as established at the time of consumption.

Weaverville's volume charge is based on units of 1,000 gallons. Mars Hill's volume charge is based on units of 1,000 gallons.

Each party shall have the right to adjust its emergency water rate on an annual basis.

Failure to timely pay amounts when due shall be a breach of this Agreement. Failure to pay within 30 days of notice of non-payment will be cause for immediate termination of this Agreement without further notice to the defaulting party.

CONNECTION POINT:

Both parties recognize that the interconnection between the Weaverville water system and the Mars Hill water system is located at 901 Old Mars Hill Highway in the

unincorporated portion of Buncombe County, NC. This interconnection consists of a concrete vault containing a 3-inch meter serving Mars Hill, a 3-inch meter serving Weaverville, and other appurtenances, housed within a chain link security fence.

Each party has the right to test the meters at this connection point for accuracy and to calibrate, repair or replace meters or modify the metering assembly as needed for proper operation.

The water supplied at this interconnection shall be at a reasonably adequate and consistent pressure under average flow conditions to provide emergency water. It is acknowledged that at the time of execution of this Agreement the flow pressure on the Mars Hill line is approximately 225 psi and the flow pressure on the Weaverville line is approximately 145 psi, both of which are adequate to provide the other with emergency water.

The supplying party may at any time proposed improvements to the water system (such as a new booster pump or a pressure reducing valve), which increases or decreases the consistent pressure provided subject to the minimum pressure specified above, and must giving the receiving party advanced written notice before implementing such system improvements.

The parties estimate that the current cumulative capacity at this interconnection to be about 400,000 gallons of treated water per day. This estimate is not a limit on capacity should the interconnections prove capable of transferring more water between the two systems.

DUTIES OF THE SUPPLYING PARTY: The supplier shall at all times operate and maintain its system in a good state of repair to permit delivery of a dependable source of water for distribution to the receiving party's system, normal service interruptions excepted.

DUTIES OF THE RECEIVING PARTY: The receiving party shall install and maintain, at its sole expense, all necessary backflow devices as required by the supplying party. The supplier may inspect these devices and require the receiving party to test, repair, and replace them. The expense of repair and replacement of backflow devices shall be borne by the receiving party. Failure to repair or replace backflow devices within a reasonable time as determined by the supplying Director shall constitute endangerment of public health and safety for all purposes herein.

The receiving party shall be held liable for any detrimental backflow occurrence into the supplier's water system and the receiving party shall indemnify the supplier for all costs associated with a backflow occurrence resulting from the receiving party's negligent actions or omissions, if so proven.

GENERAL PROVISIONS:

1. This Agreement shall be subject to federal and state laws, rules, and regulations as they may from time-to-time be amended.

2. A party affected by any change in such laws, rules, or regulations, shall notify the other party within a reasonable time of any change affecting the rights and obligations under this Agreement.
3. Each party acknowledges that the receiving party is purchasing this water for resale to its customers. The supplying party implies no warranty or responsibility for water quality or quantity beyond the receiving party's connection.
4. The receiving party shall indemnify and hold harmless the supplying part, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence, reckless, or willful misconduct of the receiving party, its employees or agents, in connection with this Agreement.
5. The supplying party shall indemnify and hold harmless the supplying part, its officers, employees, and agents, from and against any damages, liabilities, judgments, fees (including reasonable attorney's fees and expert witness fees) or costs caused solely by the negligence, reckless, or willful misconduct of the supplying party, its employees or agents, in connection with this Agreement.
6. This Agreement is not to be construed as creating any intended third-party beneficiaries and may only be enforced by the parties hereto and their successors and assigns.
7. This Agreement shall not be construed as a purchase of capacity in the water systems owned and operated by the supplying party nor shall this Agreement be deemed to be a dedication of capacity within such water systems solely to or for the benefit of the receiving party nor shall the receiving party be expected to pay any portion of the operation and maintenance costs of the supplier's water production system or distribution system or both, other than the payment of the purchase price of the water supplied under this Agreement. Modifications requested by the receiving party to facilitate the transfer of water shall be the responsibility of and be constructed at the expense of the receiving party.
8. This Agreement is between the Town of Weaverville and the Town of Mars Hill and shall not be construed as creating a contractual relationship between the party supplying water and any particular customer of the receiving party, nor shall any customer of the receiving party have any right or cause of action directly against the party supplying water because of this Agreement. Any such person is an incidental beneficiary and not an intended beneficiary of this Agreement.
9. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and there are no representations, warranties, covenants, or undertakings other than those expressed and set forth herein. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
10. This Agreement is executed in North Carolina and its provisions shall be construed in accordance with the laws of North Carolina. Exclusive venue for any action concerning construction or breach of this Agreement shall be in the courts of Buncombe County or Madison County, North Carolina. Both parties hereby submit their persons to the jurisdiction of such courts for the purpose of any such action.

11. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Weaverville: Weaverville Town Manager
 P.O. Box 338
 Weaverville, NC 28787

 Weaverville Water Director
 P.O. Box 338
 Weaverville, NC 28787

To Mars Hill: Mars Hill Town Manager
 P.O. Box 368
 Mars Hill, NC 28754

 Mars Hill Water Director
 P.O. Box 368
 Mars Hill, NC 28754

All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is actually received by the party sought to be charged with its contents.

12. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect.
13. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
14. The exclusive remedy for the reduction or termination of water to be supplied under this Agreement shall be injunctive relief.
15. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
16. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.
17. This Agreement is expressly non-assignable without prior written consent and approval by the non-assigning party. This Agreement may not be continued by a successor to either party without the written consent of the other party.
18. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of their respective municipal corporations, to grant the rights granted under this Agreement, and to undertake the obligations set forth in this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed in their respective names, the day and year first above written.



TOWN OF WEAVERVILLE

By: *P. Fitzsimmons*

Patrick Fitzsimmons, Mayor

Date: 11/21/2022

Attested by:

James Eller

James Eller, Town Clerk



TOWN OF MARS HILL

By: *John L. Chandler*

John L. Chandler,

Mayor Date: 12/5/2022

Attested by:

Stuart L. Jolley

Stuart L. Jolley, Town Clerk

**State of North Carolina
Department of Environmental Quality**

Source Water Resiliency and Response Plan (SWRRP) Certification Form

In accordance with 15A NCAC 18C .1305 (a): in compliance with G.S. 130A-320, every supplier of water operating a public water system treating and furnishing water from a surface water source shall create and implement a Source Water Protection Plan. For the purposes of this Rule, the Source Water Protection Plan required by G.S. 130A-320 shall be referred to as a Source Water Resiliency and Response Plan (SWRRP). Additionally, as per 15A NCAC 18C .1305 (i), the supplier of water shall certify that a SWRRP has been created and implemented, and that the water system's governing body has been advised of the SWRRP creation and implementation. The certification shall be submitted to the Department by the deadlines specified in Paragraphs (c), (d), (e), or (f) of this Rule.

By my signature below, I certify on behalf of the public water system named below, that:

- In accordance with all requirements of 15A NCAC 18C .1305, a SWRRP has been created and implemented, and that the water system's governing body has been advised of the SWRRP creation and implementation.

Signature: 

Name: NATHAN R. BENNETT

Title: TOWN MANAGER

Date: DECEMBER 5, 2022

System Name: TOWN OF MARS HILL

System ID: NC 0158010

Certifications can be sent by mail to Source Water Protection Program, 1634 Mail Service
Center, Raleigh, NC 27699
or attachment to an email message to SWAP@ncdenr.gov