

1 Buncombe, by the Asheville/Buncombe Water Authority pursuant to its duties to
2 Buncombe County, and by private developers and landowners, desiring water service in
3 such areas and not paid by the City of Asheville; and

4 Whereas, during the term of the Water Agreement, the County of Buncombe
5 has paid directly to the City of Asheville in excess of \$37,000,000 pursuant to that
6 Agreement; and

7 Whereas, at the time of the adoption of the Water Agreement, certain public
8 recreational facilities were transferred to the County of Buncombe by the City of
9 Asheville, and during the term of the Water Agreement, the costs related to those
10 facilities have been borne by the County of Buncombe; and

11 Whereas, during the term of the Water Agreement, the County of Buncombe
12 has expended \$9,025,715 on capital expenditures for the public recreational facilities
13 referenced above; and

14 Whereas, the City of Asheville has given notice to terminate the Water
15 Agreement as of 30 June 2005; and

16 Whereas, upon the termination of the Water Agreement as noticed by the City
17 of Asheville for 30 June 2005, the ownership of the public recreational facilities as
18 improved and maintained shall revert to the City of Asheville; and

19 Whereas, upon the termination of the Water Agreement as noticed by the City
20 of Asheville for 30 June 2005, the ownership of all water system facilities conveyed to
21 the City of Asheville pursuant to the Water Agreement shall revert to the County of
22 Buncombe and its water districts; and

23 Whereas, the citizens of Buncombe County outside the corporate limits of the
24 City of Asheville now, or in the future to be, supplied water from lines connected to the
25 waterlines currently maintained by the Asheville/Buncombe Water Authority, and
26 replacements, extensions, and additions thereto, are entitled to obtain water at a fair rate
27 from the water system for which they have paid, through taxes, through payments for
28 water, and through direct payments by the County of Buncombe and its water and sewer
29 districts; and

30 Whereas, the population of Buncombe County is projected to grow by more
31 than thirty-eight percent over the next twenty-five years, and more than two-thirds of
32 that growth is projected to occur outside the current city limits of the City of Asheville;
33 and

34 Whereas, the Asheville/Buncombe Water Authority has developed substantial
35 excess capacity in anticipation of the growth of population in Buncombe County and of
36 supplying water to the additional population from facilities the cost of which has been,
37 and in the future will be, paid out of water system revenues; and

38 Whereas, the excess capacity in the water system maintained by the
39 Asheville/Buncombe Water Authority, is such that the system has a current capacity in
40 excess of 41 million gallons per day and a current average usage of 22 million gallons
41 per day; and

42 Whereas, the Mills River water treatment plant of the Asheville/Buncombe
43 Water Authority was constructed at a location and in a manner that substantial
44 additional capacity can be added to the water system now served by the

1 Asheville/Buncombe Water Authority in the future without the construction of an
2 additional water treatment plant; and

3 Whereas, the complicated pattern of dealings between the City of Asheville
4 and the County of Buncombe regarding the provision of water to Buncombe County
5 water consumers connected to the waterlines currently maintained by the
6 Asheville/Buncombe Water Authority, and replacements, extensions, and additions
7 thereto has now given rise to the issue of whether current and future consumers of water
8 connected to the waterlines currently maintained by the Asheville/Buncombe Water
9 Authority, and replacements, extensions, and additions thereto in Buncombe County are
10 entitled to obtain water from the water system currently maintained by the
11 Asheville/Buncombe Water Authority; and

12 Whereas, it is the exclusive right of the State to regulate the provision of
13 public utilities to the citizens of the State; Now, therefore,
14 The General Assembly of North Carolina enacts:

15 **SECTION 1.** From and after 30 June 2005, the City of Asheville shall
16 provide water to all water consumers in Buncombe County connected to the waterlines
17 currently maintained by the Asheville/Buncombe Water Authority, and replacements,
18 extensions, and additions thereto and to all water consumers who in the future become
19 connected to said lines, replacements, extensions, and additions thereto, so long as the
20 average daily usage of said water system does not exceed the sum of the fifty-year
21 minimum safe yields then existing at the following locations:

- 22 (1) The Mills River water treatment facility;
23 (2) The North Fork Reservoir; and
24 (3) The Bee Tree Reservoir.

25 **SECTION 2.** It is the purpose and intent of this act to declare that consumers
26 of water outside of the corporate limits of the City of Asheville in Buncombe County
27 who are now or who may hereafter be connected to the waterlines currently maintained
28 by the Asheville/Buncombe Water Authority, and replacements, extensions, and
29 additions thereto shall be entitled to purchase water from the then-existing water supply
30 of the City of Asheville, as defined above, so long as there is excess capacity in said
31 system.

32 **SECTION 3.** It shall be the duty of the County Commissioners of
33 Buncombe County and/or the trustees of the different water districts operating outside
34 of the corporate limits of the City of Asheville in Buncombe County to maintain the
35 waterlines owned by the County of Buncombe and such water districts in proper repair
36 in order that there may not be a waste of water by leakage.

37 **SECTION 4.** To the extent that the Sullivan Act (Chapter 399 of the
38 Public-Local Laws of 1933) does not conflict with this act, it continues to apply.

39 **SECTION 5.** This act becomes effective June 30, 2005.