



CONSTITUTION

Article I – Name

The name of this organization shall be the Eastern Water and Wastewater Network.

Article II – Mission

The mission of this network shall be to encourage local Government, Public, and Private agencies of eastern North Carolina to enter into an agreement for mutual assistance in the management and operations of water and wastewater systems.

Article III – Purpose

To provide a formal organization in which the participants have legal and clearly defined methods of assisting one another in day-to-day operations, natural disasters, emergencies, etc.

To increase the efficiency of its' members by developing in them higher ethical, moral and professional standards, and to encourage the use of the most modern methods and ideas in the conduct of the entire water and wastewater profession.

To cooperate with other organizations or agencies of similar or allied nature to the fullest degree for the development of these aims, according to the particular needs of the network at any time.

Article IV – Definitions

For the purpose of these Bylaws, the following terms and phrases shall have the respective meaning indicated for each:

- A. "Eastern Water and Wastewater Network" encompasses the geographic area of those cities ordering I-95 east to the North Carolina Coast.
- B. "Units of local Government" shall include Towns, Cities, and Counties within the eastern Water and Wastewater Network.

Article V – Membership

Active Member: Government, Public and private agencies which have signed a cooperation agreement, pay dues and participate in regular scheduled meetings.

- A. Active membership shall endure for life unless terminated as hereinafter provided. Honorary membership shall be subject to confirmation annually by the Network.



- B. Any member who refuses or neglects to pay indebtedness due the Network shall there by forfeit their membership. The Network shall make reasonable efforts to contact all members who are 30
- C. months delinquent in the payment of their dues. Attend 50% of the meetings within a calendar year.
- D. Resignation, when presented in writing to the President, shall become effective immediately.
- E. A reinstatement fee shall be paid by members who wish to re-establish membership in the Network.

Associate Member: Businesses, vendors and individuals which have signed a cooperation agreement, pays dues and participates in regular scheduled meetings.

- A. An associate Member shall not be eligible to hold any office within the network.
- B. An Associate Member shall not have any voting power.

Article VI – Meetings

- A. Meetings shall be held each month.
- B. The place of meetings shall be determined by the Network and hosed on rotating basis.
- C. Provided that section (A) has been adhered to, 51% or more of the enrolled membership in good standing shall constitute a quorum at any meeting of the Network Government, Public and Private, having one vote.

Article VII – Fees and Dues

- A. Each new active member, provided he/she was not a charter member, shall pay an initiation fee of \$25.00.
- B. Each active member shall pay annual dues of \$200.00
- C. Any member expelled under the provisions of section (B) who wishes to re-establish membership in the Network shall pay a reinstatement fee of \$200.00. This reinstatement fee will only include credit for the current year dues.
- D. Any part of this article may be amended at any future time by a vote of 51% majority of the Network membership.

Article VIII – Officers and Management

The officers of the Network shall be a President, Vice-President, Secretary/Treasurer.



Article IX – Election of Officers

- A. The Chairperson of the Nominating Committee shall be elected after nomination from the floor by simple majority at the annual meetings. It shall be his/her duty with two or more members appointed by the President to prepare a slate of nominees for the various officers for the next annual meeting.
- B. Officers shall be elected at the December meeting. Nominations for any office may be made from the floor. New elected officers shall take office by January.

Article X – Duties of Officers

- A. The President shall preside at all meetings of the Network. The terms of office of the President can be a maximum of two years.
- B. It shall be the duty of the Vice-President to preside at all meetings in the absence of the President and perform such other duties as pertaining to his office. The term of office for Vice-President can be a maximum of two years.
- C. It shall be the duty of the Secretary-Treasurer to keep the records of the membership attendance to meetings and committees, send out notices of meetings. It shall be the duty of the Secretary-Treasurer to receive and have custody of all funds, accounting for the same to the Network monthly meetings and any other time upon demand of the President or the Executive Committee. Upon retirement from the office, the Secretary-Treasurer shall turn over to the successor or to the President all funds, books, records, letters, or any other property belonging to the Network which may be in his/her possession. The term of the Secretary-Treasurer shall be a minimum of but not limited to a two-year term.
- D. It shall be the duty of the President to appoint a successor to any officer, whose office is vacated for any reason, for the remainder of such officer's term of office only.

Article XI – Politics

- A. The Network shall not be used in any way for personal or political gain.



Prohibited Activities

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to, its members, directors, officers, or other private persons except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of purposes set forth in these articles of incorporation. No substantial part of the activities of the corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation, and the corporation shall not participate in or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provisions of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Code or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Code.

Distributions Upon Dissolution

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively for the purposes of the corporation in such manner, or to such organization or organizations organized and operated exclusively for religious, charitable, educational, scientific or literary purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Code as the Board of Directors shall determine, or to federal, state, or local governments to be used exclusively for public purposes. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.



AGREEMENT FOR EMERGENCY ASSISTANCE

WITNESS THIS AGREEMENT, to be made effective the first day of September 1997, by and between the City or Town of the State of North Carolina which has executed this Agreement as the party signatory hereto (herein the "City or Town") for the benefit of each City or Town who shall have also executed and delivered to Eastern Water and Wastewater Network (EWWN) of North Carolina. (Herein "EWWN") an identical Agreement for Emergency Assistance and who shall not have terminated such Agreement, at the time emergency assistance is requested (herein referred to singularly as a "Beneficiary" or collectively as the "Beneficiaries").

WHEREAS, the City or Town and the Beneficiaries are authorized under the laws of the State of North Carolina to enter into contracts with each other to provide mutual aid and assistance in restoring water and sewer services in the event of natural disasters or other emergencies.

WHEREAS, the mutual aid contracts may include provisions for furnishing personnel, equipment, apparatus, supplies, and materials.

WHEREAS, the City or Town is willing to provide personnel, equipment, apparatus, supplies, and materials to the Beneficiaries executing and delivering identical Agreements for Emergency Assistance, IT IS AGREED:

1. Term: The term of this Agreement shall commence upon the execution and delivery of this agreement to EWWN by the City or Town and shall continue until terminated by the City or Town at any time by giving EWWN thirty (30) days prior written notice of its' desire to so terminate this Agreement. Termination of this Agreement shall not affect the City or Town indemnification obligations hereunder, including, without limitations, the obligation of a Beneficiary to pay amounts due hereunder.
2. Emergency Assistance. In the event of a natural disaster or other emergency affecting a Beneficiary's EWWN, the City or Town upon the request of said Beneficiary, shall furnish to Beneficiary manpower, equipment, apparatus, supplies, and materials from its' water and sewer department as requested by said Beneficiary; provided, however, that the City or Town shall not be required to imperil the operations of its' water and sewer system, and it shall be the sole and absolute judge of its' ability and capacity to furnish manpower, equipment, apparatus, supplies, and materials when requested; provided further that nothing in this Agreement shall be construed to deprive the City or Town of its' discretion to decline to send its' personnel, equipment, supplies or apparatus in aid of a Beneficiary under any circumstances, whether or not obligated by contract to do so, and neither the City or Town, nor any of its' officers, agents, or employees may be held liable in any civil or criminal action for declining to send personnel, equipment, apparatus, supplies or materials to a Beneficiary under this Agreement.
3. Compensation for Emergency Assistance. A Beneficiary receiving assistance from the city or Town pursuant to this Agreement shall compensate the City or Town as follows:



- A. Manpower: A Beneficiary shall pay the City or Town for the use of its' officers, agents, and employees in supplying Emergency Assistance under this Agreement and amount equal to the sum of the following:
1. Manpower Leaving Service Territory: for each officer, employee or agent of the City or Town that leaves the City or Town service territory, the Beneficiary shall pay an amount equal to the sum of 1.5 times the normal base rate of the officer, employee or agent of the City or Town multiplied by the number of hours that individual is actively involved in providing emergency assistance pursuant to this Agreement; plus
 2. The actual benefits paid by the City or Town to or for that individual while he/she is activity involved in providing emergency assistance pursuant to this Agreement.
- B. Manpower Not Leaving Service Territory: for each officer, employee or agent of the City or Town that does not leave the City or Town service territory, the Beneficiary shall pay an amount equal to the sum of the actual wage or salary, plus benefits paid by the City or Town for the time the officer, employee or agent is actively involved in providing emergency assistance pursuant to the Agreement.
- C. Cost and Expenses: All out-of-pocket costs and expenses of the City or Town in furnishing manpower, including, without limitation, transportation expenses for traveling to and from the disaster area.

Further, a Beneficiary receiving assistance under this Agreement in the form of manpower shall, if necessary, house and feed the personnel of the City or Town actively involved in providing Emergency Assistance pursuant to this Agreement at its' sole cost and expenses. For the purpose of this subsection, the term "actively involved in providing emergency assistance" shall apply to time worked, including, travel time, and shall not apply to time when such individuals are sleeping or otherwise off duty. The City or Town and a Beneficiary may agree orally or in writing to other costs of manpower.

- D. Equipment and Apparatus. A Beneficiary shall pay the City or Town for the use of all equipment and apparatus furnished by the City or Town in the provision of emergency assistance pursuant to this Agreement at the EWWN's equipment fee schedule apparatus rate; provided, however, that such rate(s) shall not exceed the prevailing rental rate(s) for similar equipment and apparatus in the City or Town. Service provided to nonmembers shall be at the City or Town's regular equipment rates.
- E. Materials and Supplies. A Beneficiary shall pay to the City or Town the replacement cost of al supplies and materials provided by the City or Town in rendering emergency assistance pursuant to this Agreement.



4. Indemnification. A Beneficiary receiving emergency assistance pursuant to this Agreement agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless the City or Town, and its' officers, agents, and employees from and against any and all loss, liabilities, claims, damages, fines, penalties, clean-up costs and other pollution related damages, and all cost, fees (including attorneys fees) and expenses related thereto, resulting or arising (directly or indirectly) out of, or in any way connected with the provision of emergency assistance to said Beneficiary hereunder, including, without limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of the City or Town or its' officers, agents or employees, except those resulting solely from the willful acts or omissions of the City or Town or its' officers, agents or employees.
5. Participation of EWWN. EWWN shall endeavor to notify the City or Town and the Beneficiaries of those City and Towns that have executed and delivered an Agreement for Emergency Assistance, and shall, from time to time, provide an updated list of City and Towns that have executed identical Agreements for Emergency Assistance, and/or terminated their Agreement for Emergency Assistance, and/or acknowledged that EWWN shall not be responsible for the provision of emergency services hereunder or any liability hereunder and the City or Town hereby agrees, to the fullest extent permitted by law, to release, indemnify, defend and hold harmless EWWN, and its officers, agents and employees from and against any and all loss, liabilities, claims, and damages, fines, penalties, clean-up costs and other pollution related damages and all costs, fees (included attorney fees) and expenses related thereto, resulting or arising (directly or indirectly) out of or in any way connected with the provision of emergency assistance by the City or Town hereunder, or this Agreement, including, with limitation, those resulting or arising (directly or indirectly) from the acts or omissions (negligent or otherwise) of EWWN, or its' officers, agents or employees.
6. Personnel of the City or Town. Personnel furnished by the City or Town pursuant to this Agreement shall be conclusively deemed, for all purposes, to remain officials and employees of the City or Town and while providing aid hereunder and while traveling to and from a Beneficiary to provide aid hereunder, such personnel shall retain all rights, privileges, immunities and benefits, including without limitation, coverage under the North Carolina Workmen's Compensation Act, as they enjoy while performing their normal duties for the City of Town.
7. Counterparts. Each of the Beneficiaries shall have executed and delivered to EWWN an identical Agreement for Emergency Assistance. During the term of this Agreement, the City or Town shall be entitled to all the rights of a Beneficiary under such other Agreements for Emergency Assistance. The City or Town shall also be subject to all the provisions of, and liable for all obligations incurred by it as Beneficiary under, another Agreement for Emergency Assistance and the Termination hereof shall not affect any accrued obligation or liability of the City or Town there under.



8. Novation. If the City or Town has become bound by the terms and provisions of any Emergency Assistance Agreement previously delivered to EWWN under EWWN's Emergency Assistance Program, the City or Town hereby terminates that agreement and except as specifically provided therein, the terms and provisions thereof shall become null and void.
9. Modification. This Agreement shall not be amended, modified, or otherwise changed except when done so in writing and upon the prior written consent of all the beneficiaries, who at that time have not terminated their Agreements for Emergency Assistance or given notice of the termination thereof. However, the City or Town hereby acknowledges that each of the Beneficiaries may also provide or receive emergency assistance under understanding or agreements other than an Agreement for Emergency Assistance without in any way affecting the validity of this Agreement and without the necessity of obtaining the assent of any other Beneficiary.
10. Severability. If any provision of this Agreement or portion thereof is determined to be void or unenforceable by a court of competent jurisdiction, then such determination shall not affect any other provision of this Agreement or portions thereof, all of which other provisions and portions thereof shall remain in full force and effect.
11. Records. Each Beneficiary shall cooperate in providing in a timely fashion all records reasonably requested by the City or Town to permit the City or Town to apply for benefits or otherwise effectuate its record keeping purposes in connection with the provision of Emergency Assistance.

IN WITNESS WHEREOF, the City or Town has executed and sealed this Agreement by the authority of its governing body duly given to be effective the day and year first above written.

CITY/TOWN OF _____

ATTEST:
