BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
August 15, 2022
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - State Courthouse Leases

   Request to approve lease for state highway patrol and juvenile justice in the Brunswick County Courthouse.

2. County Attorney - Byrd Watch at Sea Trail Plantation, Ph 2, Lots 14-49, Deed of Dedication

   Consider accepting the deed of Dedication for water and sewer infrastructure in Byrd Watch at Sea Trail Plantation, Phase 2, Lots 14-49.

3. County Attorney - Refund Request for Excise Tax

   Request that the Board of Commissioners authorize a refund requested for excise taxes paid in error in the amount of $2,262.00.

4. Finance - Fiscal Items

   Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routing nature on the consent agenda.

   -2016 Bond Referendum Projects Phase 3 Budget Amendment and CPO
   Appropriate Proceeds from GO Debt of $45,815,000 and $5,869,432 of bond premium to the 2016 Bond Referendum Phase 3 project.

5. Health and Human Services - Health Services – Annual Flu Vaccine Order

   Request that the Board of Commissioners review and approve the annual flu vaccine order for FY22-23 and authorize staff to execute an agreement subject to County Attorney approval.

6. Health and Human Services: Social Services - Non-Emergency Medical Transportation

   Request that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System Inc., Ivory's Accessible Transport Services Inc., and Med Trans of North Carolina LLC.

7. Library - Schedule of Fees

   Request the Board of Commissioners approve the attached updated Schedule of Fees, specifically the change in the fees associated with color and black and white copies.

8. Planning - NC Map Review Officer Resolution Update

   Request that the Board of Commissioners approve a North Carolina Map Review Officers Resolution that amends the list of NC Map Review Officers designated within Brunswick County.

9. Tax Admin - August 2022 Releases

   Request that the Board of Commissioners approve the August 2022 releases.

10. Utilities - Biosolids RFP Award (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve and award, in the amount of approximately $715,000 per year, the contract for removal and disposal of biosolids from the Brunswick County Wastewater Treatment Facilities to EMA Resources Inc., based on proposals received on June 9, 2022.

11. Utilities - Grinder Pump Package Contract Approval - Crane (Donald Dixon - Deputy Director)

12. Utilities - Heritage Sole Source Supplies Contract Approval (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve a contract with Heritage Water Systems for purchase of replacement grinder pumps and kits as manufactured by Crane Pump Systems (Barnes Grinder Pumps).

13. Utilities - Sole Source List (Donald Dixon - Deputy Director)

    Request that the Board of Commissioners approve a resolution excepting the purchase of certain apparatus, supplies, materials, or equipment from certain bidding requirements in accordance with NCGS 143-129(e) (6).

VI. Presentation

1. Clerk to the Board - Trillium Annual Report

   Request the Board of Commissioners receive the annual report from Dennis Williams, Southern Regional Director of Trillium.

VII. Other Business/Informal Discussion

VIII. Adjournment

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 1.
Administration - State Courthouse Leases

From:
LeAnn Weigand

Issue/Action Requested:
Request to approve lease for state highway patrol and juvenile justice in the Brunswick County Courthouse.

Background/Purpose of Request:
As Brunswick County provides courthouse space to Juvenile Justice and the Highway Patrol, the State of North Carolina has proposed the enclosed two leases for Brunswick County's consideration.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend to approve lease for state highway patrol and juvenile justice in the Brunswick County Courthouse.

ATTACHMENTS:

Description

- Courthouse Lease
- Juvenile Justice Lease

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK **LEASE AGREEMENT**

THIS LEASE AGREEMENT, made and entered into this the _____ day of _____, 2022, by and between **COUNTY of BRUNSWICK,** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **County of Brunswick**, North Carolina, more particularly described as follows:

1,096 +/- Net Square Feet of Office Space Located at 310 Government Center Drive, NE, (Brunswick County Courthouse); Brunswick County; Bolivia, North Carolina

DEPARTMENT OF PUBLIC SAFETY (State Highway Patrol – B6)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) years** commencing on the **1st day of August**, **2022** or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of July, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** dollar per term to be payable within five (5) days from receipt of invoice in triplicate. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A. Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.

C. All utilities except telephone.

D. Parking as available.

E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, ***with the Lessor's prior consent***, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy. This lease shall be terminated by either party during the lease term by a 60 say written day notice from one to the other.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P.O. Box 249, Bolivia, North Carolina 28422** and the Lessee **at 3030 Hammond Business Place, 4227 Mail Service Center, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[remainder of page intentionally left blank - signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

BY: _____ (SEAL)
Joanne Rowland,
Director of Purchasing and Logistics

LESSOR: _____ (SEAL)
The County of Brunswick
Randell Thompson
Chairman, Board of Commissioners

ATTEST:

_____
Clerk to the Board

Approved as to Form.

_____
Asst. County Attorney

STATE OF NORTH CAROLINA

COUNTY OF _____

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Randell Thompson,** personally came before me this day and acknowledged that s/he is the **Chairman of the Board of Commissioners**, and that by authority and given as an act of **Brunswick County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

THIS LEASE DOES NOT BECOME EFFECTIVE UNTIL EXECUTED BY THE NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

LEASE AGREEMENT

THIS LEASE AGREEMENT, made and entered into this the_____day of _____, 2022, by and between **COUNTY of BRUNSWICK,** hereinafter designated as Lessor, and the **STATE OF NORTH CAROLINA**, hereinafter designated as Lessee;

W I T N E S S E T H:

WHEREAS, authority to approve and execute this lease agreement was delegated to the Department of Administration by resolution adopted by the Governor and Council of State on the 1st day of September, 1981; and

WHEREAS, the Department of Administration has delegated to this State agency the authority to execute this lease agreement by a memorandum dated the 18th day of January, 2017; and

WHEREAS, the parties hereto have mutually agreed to the terms of this lease agreement as hereinafter set out,

NOW THEREFORE, in consideration of the rental hereinafter agreed to be paid and the terms and conditions hereinafter set forth, Lessor does hereby let and lease unto Lessee and Lessee hereby takes and leases from Lessor for and during the period of time and subject to the terms and conditions hereinafter set out certain space in **(See Below) County of Brunswick**, North Carolina, more particularly described as follows:

Being +/- 3,112 Net Square Feet of Office Space Located at 310 Government Center Drive, NE, (Brunswick County Courthouse); Brunswick County; Bolivia, North Carolina

DEPARTMENT OF PUBLIC SAFETY (Juvenile Justice)

THE TERMS AND CONDITIONS OF THIS LEASE AGREEMENT ARE AS FOLLOWS:

1. The term of this lease shall be for a period of three **(3) years** commencing on the **1st day of August**, 2022 or as soon thereafter as the leased premises are ceded to the Lessee and terminating on the **31st day of July, 2025**.

2. The Lessee shall pay to the Lessor as rental for said premises the sum of **$1.00** dollar per term to be payable within five (5) days from receipt of invoice in triplicate. The Lessee agrees to pay the aforesaid rental to Lessor at the address specified, or, to such other address as the Lessor may designate by a notice in writing at least 15 days prior to the due date.

3. Lessor agrees to furnish to the Lessee, as a part of the consideration for this lease, the following services and utilities to the satisfaction of the Lessee.

A Heating facilities, air conditioning facilities, adequate electrical facilities, adequate lighting fixtures and sockets, hot and cold water facilities, and adequate toilet facilities.

B. Janitorial services and supplies including maintenance of lawns, parking areas, common areas and disposal of trash.

C. All utilities except telephone.

D. Parking as available.

E. The lessor covenants that the leased premises are generally accessible to persons with disabilities. This shall include access into the premises from the parking areas (where applicable), into the premises via any common areas of the building and access to an accessible restroom.

4. During the lease term, the Lessor shall keep the leased premises in good repair and tenantable condition, to the end that all facilities are kept in an operative condition. Maintenance shall include, but is not limited to furnishing and replacing electrical light fixture ballasts, air conditioning and ventilating equipment filter pads, if applicable, and broken glass. In case Lessor shall, after notice in writing from the Lessee in regard to a specified condition, fail, refuse, or neglect to correct said condition, or in the event of an emergency constituting a hazard to the health or safety of the Lessee's employees, property, or invitees, it shall then be lawful for the Lessee in addition to any other remedy the Lessee may have to make such repair at its own cost and to invoice the amount thereof to the Lessor. The Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make necessary repairs to the premises.

5. It is understood and agreed that Lessor shall, at the beginning of said lease term as hereinabove set forth, have the leased premises in a condition satisfactory to Lessee, including repairs, painting, partitioning, remodeling, plumbing and electrical wiring suitable for the purposes for which the leased premises will be used by Lessee.

6. The Lessee shall have the right during the existence of this lease, ***with the Lessor's prior consent***, to make alterations, attach fixtures and equipment, and erect additions, structures or signs in or upon the leased premises. Such fixtures, additions, structures or signs so placed in or upon or attached to the leased premises under this lease or any prior lease of which this lease is an extension or renewal shall be and remain the property of the Lessee and may be removed therefrom by the Lessee prior to the termination of this lease or any renewal or extension thereof, or within a reasonable time thereafter. The Lessee shall have no duty to remove any improvement or fixture placed by it on the premises or to restore any portion of the premises altered by it. In the event Lessee elects to remove his improvements or fixtures and such removal causes damage or injury to the demised premises, Lessee will repair only to the extent of any such damage or injury.

7. If the said premises be destroyed by fire or other casualty without fault of the Lessee, this lease shall immediately terminate. In case of partial destruction or damage by fire or other casualty without fault of the Lessee, so as to render the premises untenantable in whole or in part, and during such period of repair, and if the Lessor can not provide suitable office space, the Lessee shall have the right to obtain similar office space.

8. Lessor shall be liable to Lessee for any loss or damages suffered by Lessee which are a direct result of the failure of Lessor to perform an act required by this lease, and provided that Lessor could reasonably have complied with said requirement.

9. Upon termination of this lease, the Lessee will peaceably surrender the leased premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this lease, excepted.

10. The Lessor agrees that the Lessee, upon keeping and performing the covenants and agreements herein contained, shall at all times during the existence of this lease peaceably and quietly have, hold, and enjoy the leased premises free from the adverse claims of any person.

11. The failure of either party to insist in any instance upon strict performance of any of the terms and conditions herein set forth shall not be construed as a waiver of the same in any other instance. No modification of any provision hereof and no cancellation or surrender thereof shall be valid unless in writing and signed and agreed to by both parties.

12. Any hold over after the expiration of the said term or any extension thereof, shall be construed to be a tenancy from month to month, and shall otherwise be on the terms and conditions herein specified, so far as applicable; however, either party shall give not less than 60 days written notice to terminate the tenancy. This lease shall abls be terminated by either party during the lease term by a 60 say written day notice from one to the other.

13. The parties to this lease agree and understand that the continuation of this lease agreement for the term period set forth herein, or any extension or renewal thereof, is dependent upon and subject to the appropriation, allocation or availability of funds for this purpose to the agency of the Lessee responsible for payment of said rental. The parties to this lease also agree that in the event the agency of the Lessee or that body responsible for the appropriations of said funds, in its sole discretion, determines, in view of its total local office operations that available funding for the payment of rents are insufficient to continue the operation of its local offices on the premise leased herein, it may choose to terminate the lease agreement set forth herein by giving Lessor written notice of said termination, and the lease agreement shall terminate immediately without any further liability to Lessee.

14. All notices herein provided to be given, or which may be given by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail, certified and postage prepaid and addressed as follows: To the Lessor at **P.O. Box 249, Bolivia, North Carolina 28422** and the Lessee **at 3030 Hammond Business Place, Raleigh, North Carolina 27699-4227**. Nothing herein contained shall preclude the giving of such notice by personal service. The address to which notices shall be mailed as aforesaid to either party may be changed by written notice.

15. "N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization."

[remainder of page intentionally left blank - signatures on following pages]

IN TESTIMONY WHEREOF, this lease has been executed by the parties hereto, in duplicate originals, as of the date first above written.

STATE OF NORTH CAROLINA

BY: _____ (SEAL)
Joanne Rowland,
Director of Purchasing and Logistics

LESSOR: _____ (SEAL)
The County of Brunswick
Randell Thompson
Chairman, Board of Commissioners

ATTEST:

_____
Clerk to the Board

Approved as to Form.

_____
Asst. County Attorney

STATE OF NORTH CAROLINA

COUNTY OF _____

I,_____, a Notary Public in and for the County and State aforesaid, do hereby certify that **Randell Thompson,** personally came before me this day and acknowledged that s/he is the **Chairman of the Board of Commissioners**, and that by authority and given as an act of **Brunswick County** and acknowledged the due execution of the foregoing instrument in its name.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

STATE OF NORTH CAROLINA

COUNTY OF _____

I, _____, a Notary Public in and for the County of _____ and State aforesaid, do hereby certify that **Joanne Rowland,** personally appeared before me this date and acknowledged the due execution by her of the foregoing instrument as Director of Purchasing and Logistics of the Department of Public Safety of the State of North Carolina, for the purposes therein expressed.

WITNESS my hand and Notarial Seal, this the _____ day of _____, 2022.

_____
Notary Public

My Commission Expires:

_____

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

From:
Asst. County Attorney--Bryan Batton

Action Item # V. - 2.
County Attorney - Byrd Watch at Sea Trail Plantation, Ph 2, Lots 14-49, Deed of Dedication

Issue/Action Requested:
Consider accepting the deed of Dedication for water and sewer infrastructure in Byrd Watch at Sea Trail Plantation, Phase 2, Lots 14-49.

Background/Purpose of Request:
Sunrise Corporate Development Holdings, LLC has submitted a Deed of Dedication for water and sewer infrastructure in Byrd Watch at Sea Trail Plantation, Phase 2, Lots 14-49. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
$ 90,618.59 for water
$ 142,081.99 for sewer

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Accept the Deed of Dedication for water and sewer infrastructure from Sunrise Corporate Development Holdings, LLC.

County Manager's Recommendation:
Recommend accepting the deed of Dedication for water and sewer infrastructure in Byrd Watch at Sea Trail Plantation, Phase 2, Lots 14-49.

ATTACHMENTS:

Description

- Byrd Watch at Sea Trail Plantation, Ph2, Lots 14-49 DOD

Prepared by and return to:
Brandon M. Colby, Attorney at Law
Colby & Mincey, PLLC
1001 Military Cutoff Road, STE 204
Wilmington, NC 28405

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

DEED OF DEDICATION

THIS DEED OF DEDICATION made and entered into this the 28 day of July 2022, by and between SUNRISE CORPORATE DEVELOPMENT HOLDINGS, LLC, Managed by RIPTIDE BUILDERS DEVELOPMENT, INC., hereinafter referred to as Grantor the address of the Grantor is: 8985 Marshview Lane, SW, Sunset Beach, NC 28468), and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, hereinafter referred to as Grantee the address of the Grantee is 30 Government Ct. D., Bolivia, NC 28422

W I T N E S S E T H:

THAT WHEREAS Grantor(s) are/is the owners and developer of a tract or parcel located in Shallotte Township, Brunswick County, North Carolina, known as Byrd Watch Subdivision at Sea Trail Plantation, Phase 2 Lots 14 thru 49 as depicted on the subdivision plat recorded in Map Book 134 Pages 14 thru 17 in the office of the Register of Deeds of Brunswick County (the "Plat", hereinafter referred to as the project;

AND WHEREAS Grantor(s) has caused to be installed water distribution lines, sewer lines all located under and along the private roadway rights-of-way of Sunridge Drive, Lunar Drive and Duxbury Court within the Project and owned by Grantor hereinafter described and referenced;

AND WHEREAS Grantor wishes to obtain water and sewer service from Grantee for the property and to make water and sewer from Grantee's system available to the Project;

AND WHEREAS Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer collection under the terms of which, among other things, in order to obtain water and sewer services for Project, Grantor must convey title to the water and sewer lines to Grantee through an instrument of dedication acceptable to Grantee;

NOW, THEREFORE, Grantor, in consideration of Grantee accepting said water and sewer lines and making water and sewer available to the Project, has conveyed by these presents does hereby convey to Grantee, its lawful successors and assigns, the following described property:

ITEM ONE

The water and sewer lines and all related equipment to said systems located under, along, under and within Sunridge Drive, Lunar Drive and Duxbury Court within the Project, as depicted on the Plat and as shown on the Record Drawings prepared by J. Christian Russell, P.E. of East Coast Engineering, P.C. dated December, 2021 titled "Record Drawings for Byrd Watch Subdivision at Sea Trail Plantation, Phase 2 Lots 14 thru 49" copies of which are maintained in the permanent files of the Brunswick County Engineering Department.

TO HAVE AND TO HOLD said water and sewer lines and equipment above described together with the privileges and appurtenances thereto belonging to Grantee forever.

NON-EXCLUSIVE easements over, along and upon the entire area of the streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair and upkeep of the water (and/or sewer) distribution systems and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developers, its successor and assigns, equal rights of easement and easement over, in, along and upon said streets and cul-de-sacs for purposes of installing and maintaining such utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable and sewer.

ITEM TWO

GRANTOR does hereby covenant that it is seized of said water and sewer lines and equipment described above in fee simple and has the right to convey the same in fee simple, that the same are free and clear of encumbrances, and that it will warrant and defend the title to the same against all persons whomsoever.

GRANTOR WARRANTS to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conforms to Record Drawings. Grantor warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be duly executed, the day and year first above written.

SUNRISE CORPORATE DEVELOPMENT HOLDINGS, LLC

By:_____(SEAL)

Riptide Builders Development Inc., Member/Manager By

Robert Hill, as President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, certify that the following person personally appeared before me this day, acknowledging t me that he voluntarily signed the foregoing document for the purpose stated herein and, in the capacity, indicated: Robert Hill

WITNESS MY Hand and official seal, this the 28 day of July, 2022

_____, Notary Public

MY COMMISSION EXPIRES: 6/3/2026

JENNIFER L THOMAS
My Comm. Expires
NOTARY PUBLIC
June 3, 2026
BRUNSWICK COUNTY, NC

ACCEPTANCE OF DEED

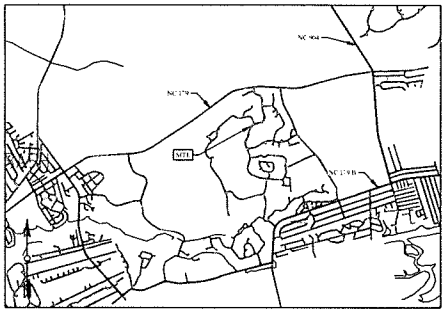
THIS DEED of Dedication and accompanying Affidavit for Byrd Watch Subdivision at Sea Trail Plantation Phase 2 Lots 14 thru 49 sewer and water facilities, was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, 20___.

Brunswick County Board of Commissioner

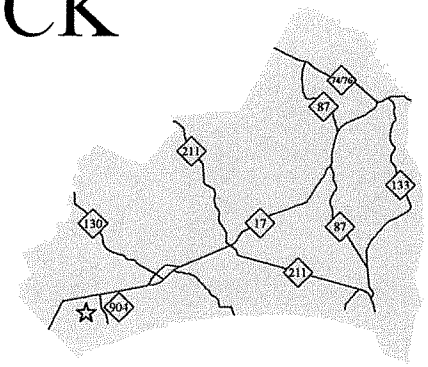
_____
Randy Thompson, Chairman

_____
LEANN WEIGAND
Clerk to the Board

COUNTY OF BRUNSWICK



VICINITY MAP
(Not to Scale)



VICINITY MAP
(Not to Scale)

RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER
SUNRISE CORPORATE DEVELOPMENT HOLDINGS LLC
8985 MARSH VIEW LANE
SUNSET BEACH N.C. 28468
910-253-2500

SURVEYOR

COASTALGEOMATICS
LAND SURVEYING • MAPPING • PLANNING

DESIGNER

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Mccain Street
Post Office Box 2469
Shallotte, North Carolina 28459
Phone: 910.754.8029
Fax: 910.754.8049
Firm License Number C-4785

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION SERVED BY COUNTY WATER AND COUNTY SEWER

INDEX OF SHEETS

RD0.0	COVER SHEET
RD1.0	WATER AND SEWER RECORD DRAWINGS
RD2.0	WATER AND SEWER RECORD DRAWINGS
RD3.0	WATER AND SEWER RECORD DRAWINGS

RECORD DRAWINGS
DECEMBER 2021

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR. CONTRACTOR MADE NO CHANGES TO THE WATER AND SEWER LINES. LOTS 1-13 (PHASE I) WERE SERVED BY BRUNSWICK COUNTY PUBLIC UTILITIES TAPPING TO THEIR EXISTING LINES ALONG CROOKED GULLY CIRCLE

NUMBER	DATE	BY	REVISION DESCRIPTION
	-	-	-

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

"ENGINEER'S CERTIFICATION OF COMPLIANCE WITH BRUNSWICK COUNTY SPECIFCATIONS AND DETAILS"
I hereby certify that the plans, details, and associated project specifications comply with the latest version, as of this date, of Brunswick County's Standard Specifications and Standard Details per standard engineering practice. Furthermore, I confirm my understanding that reviews and approvals by Brunswick County personnel do not imply that Brunswick County personnel have reviewed and are in agreement with every portion of the plans and specifications that I have submitted. I understand that Brunswick County reviews and approvals are meant to ensure that the overall plans are in general compliance with County objectives. I understand that it is my full responsibility to ensure that plans and specifications are in full compliance with applicable County, State, Federal, and other municipal requirements. Additionally, I understand that the County will not assume operation, maintenance, or ownership of constructed facilities that do not meet County requirements and the County may refuse to issue permits at facilities that the County deems are non-compliant with County Specifications. I also confirm my understanding that County Inspections are for the sole use of the County and I certify that I will not use, or direct others to use, County inspections for State compliance purposes or any other purpose."

DATE:
12/14/2021

SUBMITTAL:

RECORD DRAWINGS
BYRD WATCH SUBDIVISION, LOTS 14-49
OWNER: SUNRISE CORPORATE DEVELOPMENT HOLDINGS LLC
DESIGNER: EAST COAST ENGINEERING

SEAL 35054 12/14/2021 ENGINEER CHRISTIAN BURRELL

CIVIL

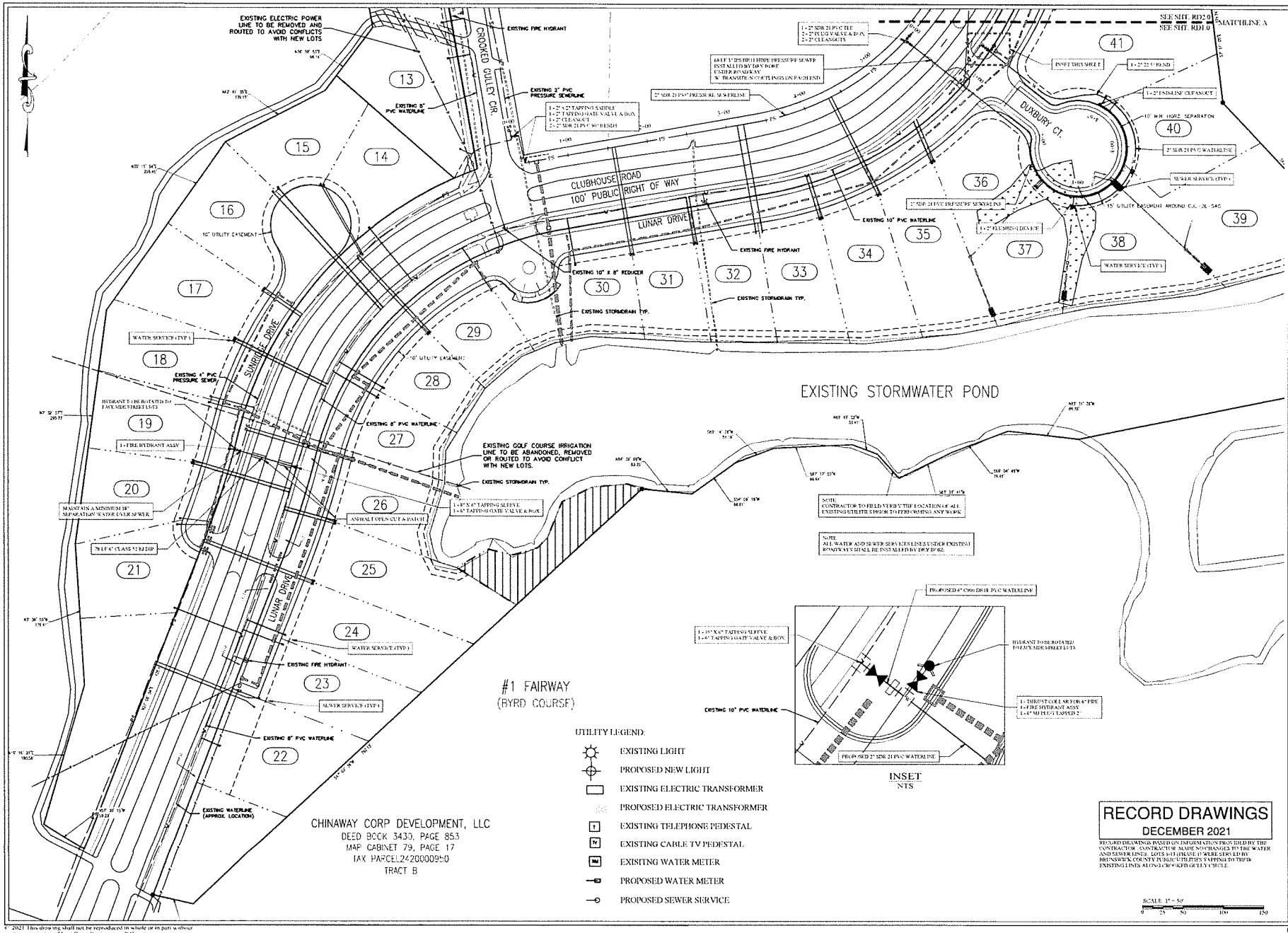
SURVEY

TECH: MGB
DES: ECE
CHK: JCR/ACL

PROJECT NO.
1000.64

SHEET NO.
RD0.0

'Exhibit A'



Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
Phone: 910.754.8029
Fax: 910.754.8029
Shallotte, North Carolina 28459

WATER & SEWER RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 12-16-2021
Scale: AS SHOWN
Drawn By: MMH
Checked By: ACL, ACW

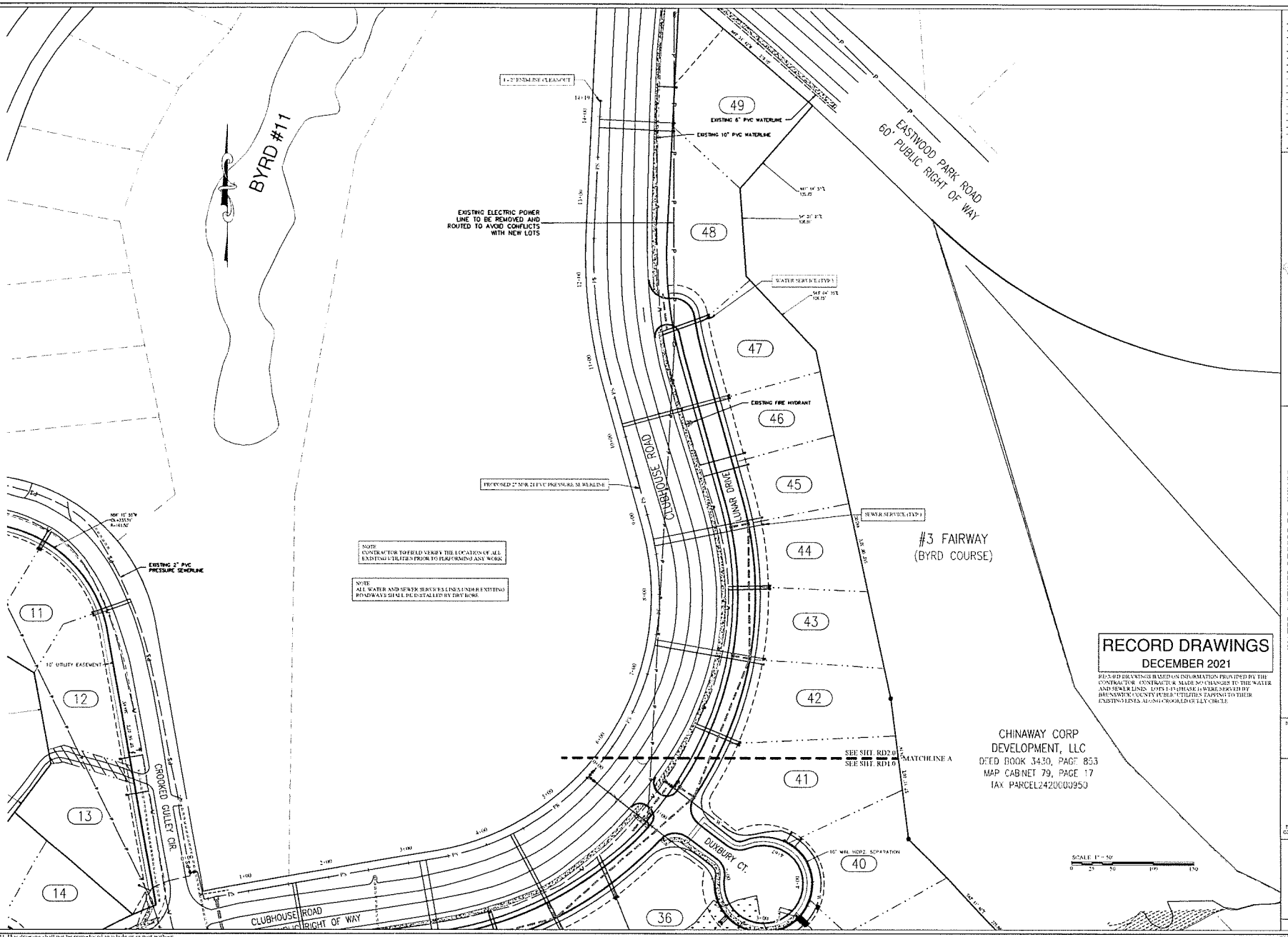
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT AFFIXED CORPORATE SEAL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35036 12-16-2021 ENGINEER CHRISTIAN W. RUSSELL

RD1.0

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ECE PROJECT NO. 1000.64



NOTE
CONTRACTOR TO FIELD VERIFY THE LOCATION OF ALL EXISTING UTILITIES PRIOR TO PERFORMING ANY WORK

NOTE
ALL WATER AND SEWER SERVICES LINES UNDER EXISTING ROADWAYS SHALL BE INSTALLED BY DRY BORE

RECORD DRAWINGS
DECEMBER 2021

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Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
418 Main Street
Post Office Box 249
Southport, North Carolina 28461
Phone 910.754.6029
Fax 910.754.6207
Email ecoast@ecoastnc.com

WATER & SEWER RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 12-1-2021
Scale: AS SHOWN
Drawn by: MGH
Checked by: ACL/CR

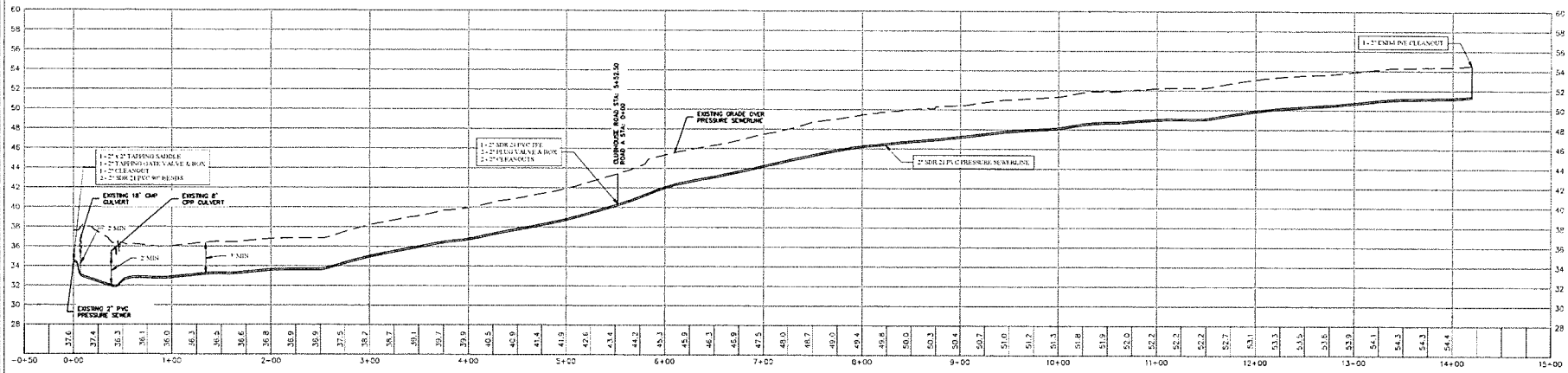
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT AFFIXED CORPORATE SEAL

SEAL 35084 12-14-2021 REGISTERED PROFESSIONAL ENGINEER CHRISTIAN RUSSELL

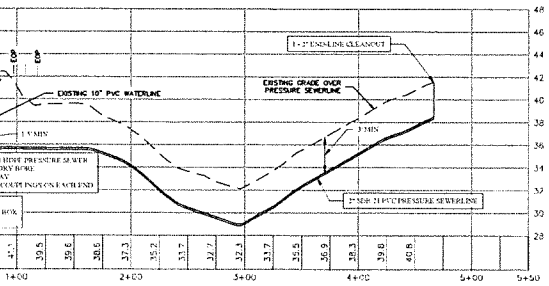
RD2.0

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ECE PROJECT NO. 1030.64



PRESSURE SEWER PROFILE
CLUBHOUSE ROAD
(STA. 0+00 - 14+19)
SCALE: HORZ: 1" = 50', VERT: 1" = 5'



PRESSURE SEWER PROFILE
DUXBURY COURT
(STA. 0+00 - 4+67)
SCALE: HORZ: 1" = 50', VERT: 1" = 5'

RECORD DRAWINGS
DECEMBER 2021

RECORD DRAWINGS BASED ON INFORMATION PROVIDED BY THE CONTRACTOR. CONTRACTOR MADE NO CHANGES TO THE WATER AND SEWER LINES. LOTS 1-13 (PHASE I) WERE SERVED BY BRUNSWICK COUNTY PUBLIC UTILITIES TAPPING TO THEIR EXISTING LINES ALONG CROOKED GULLY CIRCLE

Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
Shallotte, North Carolina 28459

WATER & SEWER RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 12-16-2021
Scale: AS SHOWN
Drawn By: MGH
Checked By: ACK

THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ATTACHMENT OF CORPORATE SEAL.

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 12-16-2021 CHRISTIAN RUSSELL

RD3.0

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ECE PROJECT N.O. 1000.64

Prepared by and return to:
Brandon M. Colby, Attorney at Law
Colby & Mincey, PLLC
1001 Military Cutoff Road, STE 204
Wilmington, NC 28405

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

I, Robert Hill, President of RIPTIDE BUILDERS DEVELOPMENT, INC., Manager of SUNRISE CORPORATE DEVELOPMENT HOLDINGS, LLC, a North Carolina LLC, with an office and place of business in Brunswick County, North Carolina, hereinafter referred to Affiant, being first duly sworn, herby deposes and says under oath as follows:

1. That it is the owner of certain property located in Shallotte Township, Brunswick County, North Carolina, known as Byrd Watch Subdivision at Sea Trail Plantation, Phase 2 Lots 14 thru 49, HEREINAFTER referred to as the Project, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.

2. That it has caused to be installed water distribution lines and sewer collection lines, all located under and along the private roadway right-of ways of Sunridge Drive, Lunar Drive and Duxbury Court within the Project as hereinafter described and referenced:

   > BEING that certain project known as Byrd Watch Subdivision at Sea Trail Plantation, Phase 2, Lots 14 thru 49 as more particularly described in the plat recorded in Map Cabinet 134, Pages 14 to 17 in the office of the Register of Deeds of Brunswick County and in those plans entitled "Record Drawings for Byrd Watch Subdivision at Sea Trail Plantation, Phase 2 Lots 14 thru 49" said drawings prepared by J. Christian Russell, P.E. of East Coast Engineering & Surveying, P.C. and dated December 2021; copies of which are attached hereto and of which are on file with the Brunswick County Engineering Department, County of Brunswick, North Carolina.

3. All the work which has been performed in the construction and installations of said water lines and sewer lines, described in paragraph 2, above, has been fully paid for and there are now no liens of any kind including any lien for labor or material against the Project which would in any way jeopardize title of Affiant or any contractor arising out of any work performed in said Project which would in any way jeopardize title to the Project or to the water lines and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized officer(s), this 28 day of July, 2022.

SUNRISE CORPORATE DEVELOPMENT HOLDINGS, LLC

By:_____(SEAL)

Riptide Builders Development Inc., as Member/Manager,

By Robert Hill, as President

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

I, certify that the following person personally appeared before me this day, acknowledging t me that he voluntarily signed the foregoing document for the purpose stated herein and, in the capacity, indicated: Robert Hill

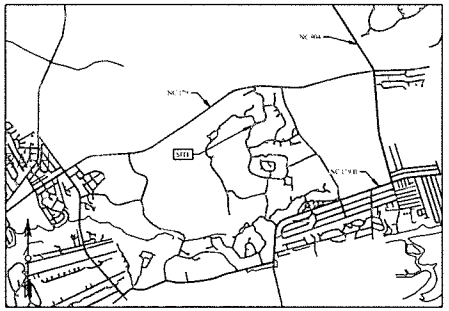
WITNESS MY Hand and official seal, this the 28 day of July, 2022.

_____ Notary Public

MY COMMISSION EXPIRES: 6/3/2026

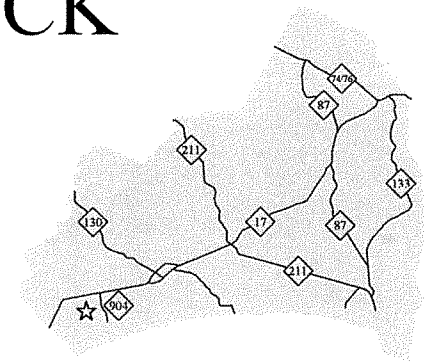
JENNIFER L THOMAS
My Comm. Expires
NOTARY PUBLIC
June 3, 2026
BRUNSWICK COUNTY, NC

COUNTY OF BRUNSWICK



VICINITY MAP

(Not to Scale)



VICINITY MAP

(Not to Scale)

RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49

BRUNSWICK COUNTY, NORTH CAROLINA

OWNER
SUNRISE CORPORATE DEVELOPMENT HOLDINGS LLC
8985 MARSH VIEW LANE
SUNSET BEACH N.C. 28468
910-253-2500

SURVEYOR

COASTALGEOMATICS
LAND SURVEYING • MAPPING • PLANNING

DESIGNER

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Main Street
Post Office Box 2469
Shallotte, North Carolina 28459
Phone: 910.754.8009
Fax: 910.754.8049
Firm License Number C-4785

INDEX OF SHEETS

RD0.0	COVER SHEET
RD1.0	WATER AND SEWER RECORD DRAWINGS
RD2.0	WATER AND SEWER RECORD DRAWINGS
RD3.0	WATER AND SEWER RECORD DRAWINGS

TYPE OF WORK:
SINGLE FAMILY RESIDENTIAL SUBDIVISION SERVED BY COUNTY WATER AND COUNTY SEWER

RECORD DRAWINGS
DECEMBER 2021

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NUMBER	DATE	BY	REVISION DESCRIPTION

APPROVAL STATUS	DATE	BY	DEPARTMENT
☐ YES ☐ NO ☐ N/A			PLANNING
☐ YES ☐ NO ☐ N/A			ENGINEERING
☐ YES ☐ NO ☐ N/A			PUBLIC UTILITIES

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DATE:
12/14/2021

SUBMITTAL:

RECORD DRAWINGS
BYRD WATCH SUBDIVISION, LOTS 14-49
OWNER: SUNRISE CORPORATE DEVELOPMENT HOLDINGS LLC
DESIGNER: EAST COAST ENGINEERING

SEAL 35054 12-14-2021 CHRISTIAN RUSSELL ENGINEER

CIVIL

SURVEY

TECH: HGH

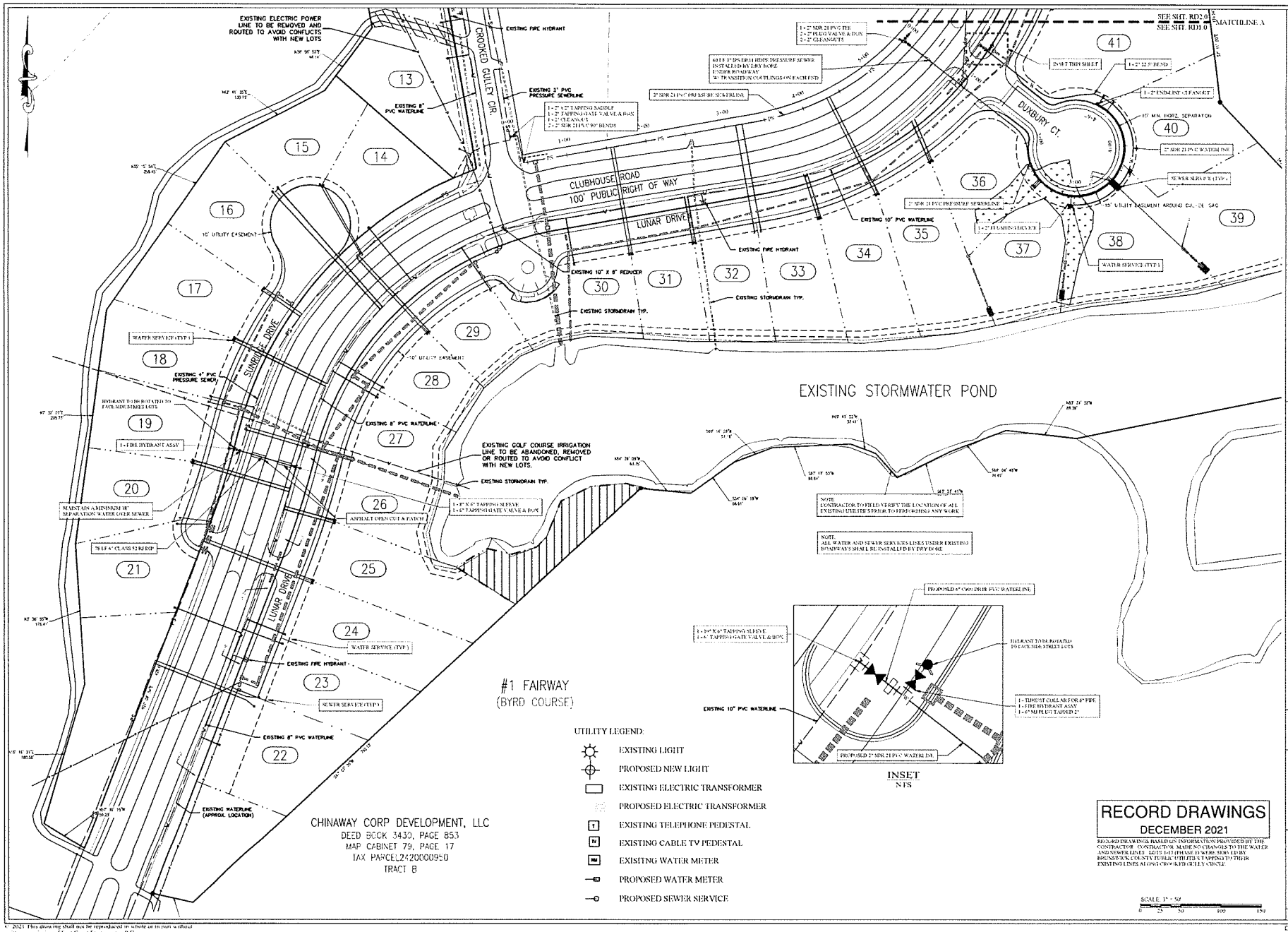
DES: ECE

CHK: JCR/ACL

PROJECT NO.
1000.64

SHEET NO.
RD0.0

Exhibit A



Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
47 Yaupon Street
Post Office Box 2469
Southport, North Carolina 28461
Phone: 910.457.0900
Fax: 910.457.0902
www.EastCoastEngineering.com

WATER & SEWER RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 12-14-2021
Scale: AS SHOWN
Drawn By: MMB
Checked By: MCL, JCR

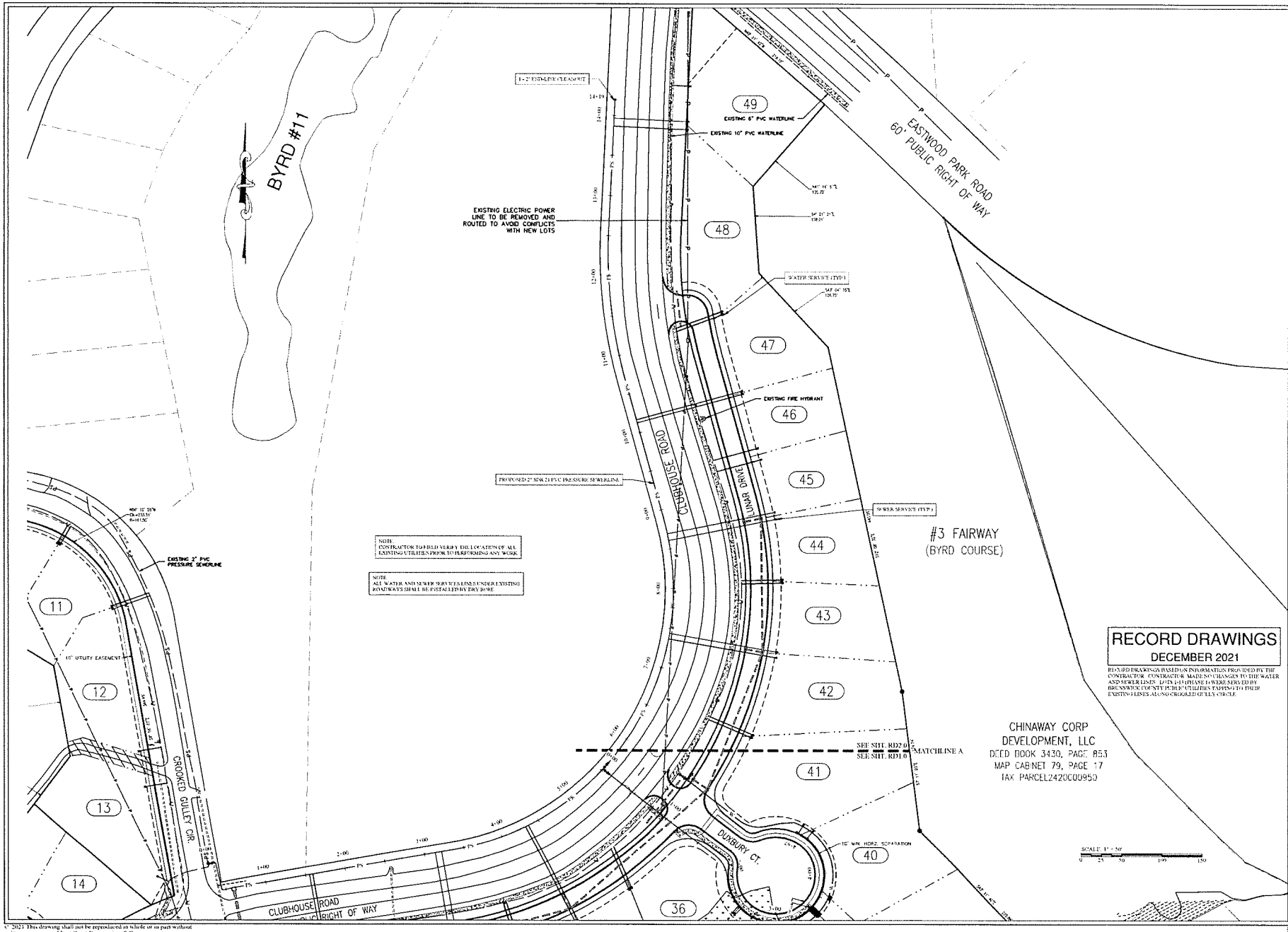
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT SIGNED CORPORATE SEAL

NORTH CAROLINA PROFESSIONAL ENGINEER SEAL 35054 12-14-2021 CHRISTIAN RUSSELL

RD1.0

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ECE PROJECT NO. 1000.64



RECORD DRAWINGS
DECEMBER 2021

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Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4910 Main Street
Post Office Box 2453
Shallotte, North Carolina 28459
Phone: 910.754.8329
Fax: 910.754.8330
Email: ECE@EastCoastEng.com

WATER & SEWER RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 12-8-2021
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Drawn By: MGB
Checked By: MTJ, PCK

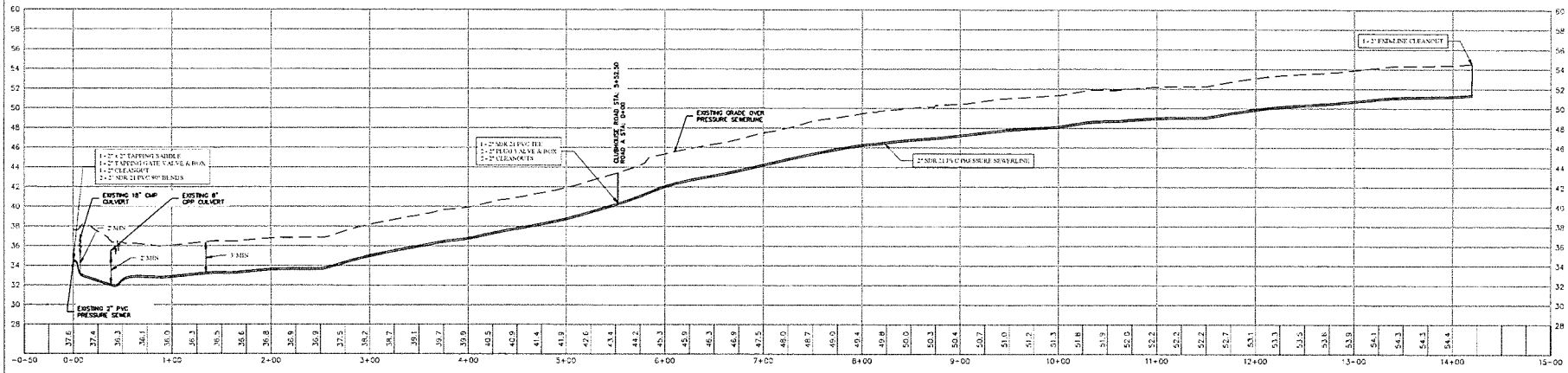
THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT ATTACHED CORPORATE SEAL.

SEAL
35054
12-14-2021
CHRISTIAN RUSSELL

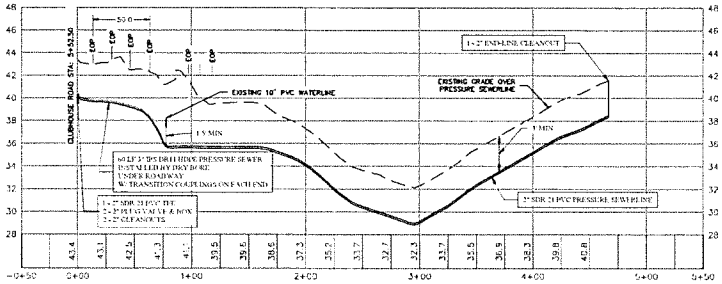
RD2.0

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ECE PROJECT NO. 1000.64



PRESSURE SEWER PROFILE
CLUBHOUSE ROAD
(STA. 0+00 - 14+19)
SCALE: HORZ: 1" = 50', VERT: 1" = 5'



PRESSURE SEWER PROFILE
DUXBURY COURT
(STA. 0+00 - 4+67)
SCALE: HORZ: 1" = 50', VERT: 1" = 5'

RECORD DRAWINGS
DECEMBER 2021

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Revisions

East Coast Engineering, P.C.
ENGINEERS • PLANNERS • CONSULTANTS
4918 Alton Street
Post Office Box 2449
Southport, North Carolina 28461
Phone: 910.754.8029
Fax: 910.754.8549
Email: ecengineering@atlantic.net

WATER & SEWER RECORD DRAWINGS
FOR
BYRD WATCH SUBDIVISION
AT SEA TRAIL PLANTATION
PHASE 2 - LOTS 14-49
BRUNSWICK COUNTY, NORTH CAROLINA

Date: 12-14-2021
Scale: AS SHOWN
Drawn By: MGB
Checked By: ALT, CR

THIS PLAN IS NOT ISSUED FOR CONSTRUCTION WITHOUT AFFIXED CONFORMATE SEAL.

NORTH CAROLINA REGISTERED SEAL 35054 12-14-2021 ENGINEER CHRISTIAN RUDOLF

RD5.0

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ECE PROJECT NO. 1000.64

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 3.
County Attorney - Refund Request for Excise Tax

From:
Bryan W Batton

Issue/Action Requested:
Request that the Board of Commissioners authorize a refund requested for excise taxes paid in error in the amount of $2,262.00.

Background/Purpose of Request:
Per North Carolina law, a tax is paid to the Register of Deeds on the transfer of property in the amount of $1 for every $ 500 of value. Pursuant to NCGS 105-228.37, the Law Offices of Michelle Vereckey, PLLC has requested a refund in the amount of $2,262.00. The firm recorded a deed twice and a $2,262.00 excise tax was paid each time. A notice of the correction has been filed with the Register of Deeds.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Attorney's Recommendation:
To authorize the refund payment of the requested refund.

Advisory Board Recommendation:
The Register of Deeds recommends approval of the refund.

County Manager's Recommendation:
Recommend that the Board of Commissioners authorize a refund requested for excise taxes paid in error in the amount of $2,262.00.

ATTACHMENTS:

Description

- Refund Request and Recorded Correction

LAW OFFICES OF MICHELLE VERECKEY, PLLC

212 N. Main Street Monroe, NC 28112
Phone: 704.283.5555 Fax: 704.282.1023
monroe@closingcarolina.com

July 28, 2022

Brunswick County Commissioners

RE: 110 Blockade Runner Street, Holden Beach, NC 28462
Tax Parcel # 232MG011

Dear Brunswick County Commissioners:

The above referenced property was transferred from Fox Business Ventures, LLC to Charles Bradley Rippetoe and Emily Brooke Rippetoe by General Warranty Deed recorded on July 28, 2022 in Deed Book 4889 at Page 270 of the Brunswick County Registry. The Deed was erroneously recorded twice. The second recording was thirty minutes later and recorded in Deed Book 4889 at Page 373 of the Brunswick County Registry. Since the Deed was incorrectly recorded twice, the excise tax was paid twice to the Brunswick County Register of Deeds in the amount of $2,262.00.

Please refund to Law Offices of Michelle Vereckey, PLLC the incorrectly duplicate paid amount for the excise tax in the amount of $2,262.00. Please find attached the recorded corrective affidavit reflecting the error. I thank you in advance for your assistance.

Very Truly Yours,

Michelle Vereckey

Law Offices of Michelle Vereckey, PLLC

BOOK:4890 PAGE:271
Brenda M. Clemmons, Brunswick County, NC Register of Deeds
07/29/2022
11:44:39.000
Page 1 of 1
E

CORRECTIVE AFFIDAVIT

Prepared by Law Offices of Michelle Vereckey, PLLC
212 North Main Street Monroe NC 28112

Giving Notice of typographical or other minor error pursuant to NCGS 47-36.1

Title of Original Instrument: North Carolina General Warranty Deed

Date of Recording: 07/28/2022

Recording Book and Page: Book 4889 Page 373

Originals Parties to the Instrument:

Grantor: Fox Business Ventures, LLC

Grantee: Charles Bradley Rippetoe and Emily Brooke Rippetoe

Now comes the undersigned as drafting attorney of the North Carolina General Warranty Deed, being first duly sworn and does say the following:

1. Through mutual mistake, inadvertence or mistake of the draftsmen the Instrument referenced above contained the following typographical or other minor error:

   The General Warranty Deed erroneously reflects the Excise Tax in the amount of $2,262.00.

2. It was the intent of the parties to the Instrument that the erroneous information in the Instrument referenced above, as corrected, should be as follows:

   The Excise Tax should be zero as this deed was recorded twice in error.

The sole reason for recording this Affidavit of Correction is to correct said error and to allow the Brunswick County Register of Deeds to correct the Excise Tax so that a refund of the duplicate payment of the Excise Tax may be given to the appropriate party.

Affiant handled the filing of the Deed, which included the above-referenced error, and makes this Affidavit for the purpose of correcting said error. A copy of the recorded Deed containing the error is attached.

Signature of Affiant: _____
Print Name: Michelle Vereckey

State of NC County of UNION

Sworn to and subscribed before me this 29 day of July 2022.

Notary Public: Meredith C. Younger
My Commission Expires: 4-10-27

Notary Seal

MEREDITH C YOUNGER
NOTARY PUBLIC
UNION COUNTY, NC
My Commission Expires 4-10-2027

Submitted electronically by Law offices of Michelle Vereckey in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Brunswick County Register of Deeds.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 4.
Finance - Fiscal Items

From:
Aaron Smith

Issue/Action Requested:
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routing nature on the consent agenda.

-2016 Bond Referendum Projects Phase 3 Budget Amendment and CPO
Appropriate Proceeds from GO Debt of $45,815,000 and $5,869,432 of bond premium to the 2016 Bond Referendum Phase 3 project.

Background/Purpose of Request:

Fiscal Impact:
Budget Amendment Required, Capital Project/Grant Ordinance Required, Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances, and Fiscal Items of a routing nature on the consent agenda.

ATTACHMENTS:

Description

- 20220815 Budget Amendment 2016 Bond Referendum Phase 3.pdf
- 20220815 CPO 2016 Bond Referendum Phase 3.pdf

Request Info	
Type	Budget Amendment
Description	2016 Bond Ref. Phase 3
Justification	Board Meeting 08/15/2022-Appropriate Proceeds from GO Debt of $45,815,000 and $5,869,432 of bond premium to the 2016 Bond Referendum Phase 3 project.
Originator	Tiffany Rogers

Items

Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
428220	391000	2016 Bond Ref Projects Phase 3	Proceeds Frm GO Debt	45815000	Increase	Credit
428220	391001	2016 Bond Ref Projects Phase 3	GO Bond Premium	5869432	Increase	Credit
428220	464000	2016 Bond Ref Projects Phase 3	Administration/Other	300000	Increase	Debit
428220	464001	2016 Bond Ref Projects Phase 3	Arch/Engnrg/Legal	1000000	Increase	Debit
428220	464002	2016 Bond Ref Projects Phase 3	Construction	50384432	Increase	Debit

Total

Grand Total:	103368864

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Bond Referendum Projects Phase 3
(428220)

Be it ordained by the Board of County Commissioners of Brunswick County that pursuant to Section 13.2 of the General Statutes of North Carolina, the following ordinance is hereby adopted:

Section 1. The following amounts are hereby appropriated in the Brunswick County Schools Capital Projects Fund:

Bond Referendum Projects Phase 3		
Revenues:		
Proceeds from GO Debt		45,815,000
GO Bond Premium		5,869,432
Transfer from General Fund		-
Total School Capital Project Fund Revenues	**$**	**51,684,432**
Expenditures:		
Salary & Wages		0
Administration		300,000
Arch/Eng/Legal		1,000,000
Construction		50,384,432
Equipment		0
Total School Capital Project Fund Expenditures	**$**	**51,684,432**

Section 2. It is estimated that the following revenues will be available in the Brunswick County General Fund:

Current Funds Appropriated	$	-

Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	$	-

Section 4. This Capital Project Ordinance shall be entered into the minutes of the August 15, 2022 meeting of the Brunswick County Board of Commissioners.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 5.
Health and Human Services - Health Services – Annual Flu Vaccine Order

From:
Cris Harrelson, Health Services Director

Issue/Action Requested:
Request that the Board of Commissioners review and approve the annual flu vaccine order for FY22-23 and authorize staff to execute an agreement subject to County Attorney approval.

Background/Purpose of Request:
The flu is a contagious respiratory virus that can cause mild to severe illness, and at times can lead to death. Those at high risk for serious flu complications include older people, young children, people with certain health conditions or compromised immune systems.

The flu vaccine can provide a degree of protection against the virus and is available via two primary venders: GlaxoSmithKline (GSK) and Sanofi Pasteur, Inc.

The flu vaccine order for FY22-23 is as follows:

- GSK: $31,122.00 (Flulaval Quadrivalent: 1750 doses)
- Sanofi: $95,705.13 (Fluzone High Dose Quadrivalent: 1650 doses)
  $4060.22 (Flublok Quadrivalent: 70 doses)

The demand for the flu vaccine in Brunswick County has historically been high. In addition to administering the vaccine at our primary health clinic, Brunswick County Health Services offers outreach clinics to Brunswick County Schools and local communities throughout the county.

Staff recommends approval of the flu vaccine order.

Fiscal Impact:
Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:
Yes

County Attorney's Recommendation:
Approved.

Advisory Board Recommendation:
Recommendation to approve by HHS Advisory Board (1/24/22)

County Manager's Recommendation:
Recommend that the Board of Commissioners review and approve the annual flu vaccine order for FY22-23 and authorize staff to execute an agreement subject to County Attorney approval.

ATTACHMENTS:

Description

- GSK
- Sanofi

My Account

GSK

Reservation Details

Reservation 1007633557 RESERVED

- Multiple shipping locations can be specified when you allocate available doses.

Order Date/Time:2 Dec 2021 at 08:00 AM. EST

Confirmation number:100000003149879

Confirmation Sent to:dtuch@brunsco.net

Member of the Recurring Reservation Program (**opt out**)

Account Information

Ship to:
BRUNSWICK COUNTY HEALTH DEPT
25 COURTHOUSE DRIVE NE,
BOLIVIA, NC 28422, US
Ship to #: 1100521673

Bill to:
BRUNSWICK COUNTY HEALTH DEPT
P.O. BOX 9,
BOLIVIA, NC 28422, US
Bill to #:1400007859

Contract:
MINNESOTA MULTI-STATE FLU

State license:04210

Class of trade: CITY COUNTY STATE ELIGIBLE ENTITY

Shipping Information

Delivery Address:
BRUNSWICK COUNTY HEALTH DEPT
25 COURTHOUSE DRIVE NE,
BOLIVIA, NC 28422, US

Payment type:
Invoice Me

P.O. Number:
RR2022-2023

Delivery Instructions:

Flulaval® Quadrivalent (PFS) NDC: 1951580852 ⚠ **Flu Prebook Product**	175 packs (1 pack = 10 doses)	1750	List Price:$182.50 **Price: $170.34 /pack** **You save $12.16 /pack**	$0.00	$1,312.50	$31,122.00	**RESERVED**

Estimated Subtotal Before Savings **$31,937.50**

Estimated Contract Savings **$2,128.00**

Estimated Federal Excise Tax	$1,312.00
Estimated Sales Tax	$0.00
Estimated Total Price for Original Reservation	$31,122.00

VACCINESHOPPE
POWERED BY SANOFI PASTEUR

Reservation # VO6668685

2022-2023 Formula | Confirmed

BRUNSWICK COUNTY HEALTH DE...
(70074970)

BRUNSWICK COUNTY HEALTH DEPARTMENT (70074970) **Reservation #:VO6668685**

Ship to

BRUNSWICK COUNTY HEALTH DEPARTMENT (70074970)
25 COURTHOUSE DR,
BOLIVIA, NC 28422-7582

Attention

Denise Graves

Subtotal	$100,773.08
Excise tax [1]	$1,290.00
Online Savings [2]	-$1,007.73
Total	$101,055.35
Prompt Pay discount [3]	-$1,995.31
Total with Prompt Pay	**$99,060.04**

Fluzone® High-Dose Quadrivalent Influenza Vaccine - 10 Single-Dose Prefilled Syringes (0.7 mL each)

122-65| Sanofi Pasteur & Affiliates

Estimated delivery date: TBD

Contract group

MMCAP INFUSE

Your price

$95,705.13

View my savings

Price with Prompt Pay

$93,791.02

Units

165

1650 Doses

Flublok® Quadrivalent Influenza Vaccine, 10 Single-Dose Prefilled Syringes (0.5 mL each)

722-10| Sanofi Pasteur & Affiliates

Estimated delivery date: TBD

Contract group

MMCAP INFUSE

Your price

$4,060.22

View my savings

Price with Prompt Pay

$3,979.02

Units

7

70 Doses

172 Units| 1720 Doses

[1] If applicable, excise tax is $0.75 per dose and $7.50 per unit.

[2] Applicable online discount.

[3] Applicable based on contract terms.

Payment method

Bill me later

Acceptance of this reservation is subject to credit review and approval by Sanofi Pasteur.

If your reservation contains multiple shipments, please note that you will be billed per shipment.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 6.
Health and Human Services: Social Services - Non-Emergency Medical Transportation

From:
Catherine Lytch, DSS Director

Issue/Action Requested:
Request that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System Inc., Ivory's Accessible Transport Services Inc., and Med Trans of North Carolina LLC.

Background/Purpose of Request:
Brunswick County is required by the Department of Medical Assistance to provide or arrange for transportation of qualified individuals to and from qualified non-emergency medical visits.

DSS recently set a new rate of $3.00/mile for all rides for participants from the County's existing vendors. A rotation created by the timeliness of each vendor's response affirming a desire to continue service has been set. The vendors and their rotation is as follows:

1) Ivory's
2) Med Trans
3) Brunswick Transit System

The funding used to pay vendor invoices is provided by Medicaid.

Staff recommends approval of the contracts.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the Non-Emergency Medicaid Transportation contracts with Brunswick Transit System Inc., Ivory's Accessible Transport Services Inc., and Med Trans of North Carolina LLC.

ATTACHMENTS:

Description

- Ivory NEMT Contract
- Med Tran Contract
- BTS Contract

Fiscal Year Begins 7/1/22 Ends 6/30/23

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Ivory's Accessible Transport Services, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 57-1240046 and DUNS Number – 02-076-9934.

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Lobbying (Attachment G)
   (8) Federal Certification Regarding Debarment (Attachment H)
   (9) HIPAA Business Associate Addendum (checklist and forms)
   (10) Certification of Transportation (Attachment J)
   (11) Contract Determination Questionnaire (required)
   (12) Certification regarding nondiscrimination, clean air act, clean water act (Attachment N)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/22 and shall terminate on 6/30/23,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

6.

   XX a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.

7. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

8. **Reporting Requirements:**
   Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

9. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work Attachment B.

10. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Timothy Corbett, President	Name & Title	SAME
Company Name	Ivory's Accessible Transport, Inc.	Company Name	
Mailing Address	3300 North Woolwitch Ct.	Street Address	
City State Zip	Castle Hayne, NC 28429	City State Zip	
Telephone	910-264-9329		
Fax	910-228-5661		
Email	IATS@EC.RR.Com		

9. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. **Outsourcing to Other Countries:**
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. **Federal Certifications:**
    Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. **Specific Language Not Previously Addressed:**
    (*can be delted if not needed)*

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

IVORY'S ACCESSIBLE TRANSPORT SERVICES, INC.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assist. County Attorney — Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer — Date

COUNTY

Signature — Date

Printed Name: — Title

CONTRACTOR

See next page & attached email

Signature — Date

Printed Name**: Timothy Corbett — Title: President

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal) — My Commission Expires: _____

CONTRACTOR

Timothy Corbett 07-01-2022

Signature Date

Timothy Corbett

Printed Name**: Timothy Corbett Title: President

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

Commission Expires: May 6 2027

(Notary Signature and Seal)

DAVIE W. SMITH
Notary Public, North Carolina
New Hanover County
My Commission Expires
May 06, 2027

Laurie Britt

From: IATS <iats@ec.rr.com>
Sent: Tuesday, August 2, 2022 2:52 PM
To: Laurie Britt
Subject: Re: Change on General Contract document
Attachments: General Contract - Ivory's FY 23 CORRECTED.doc

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello

I Timothy Corbett, president of ivory's Accessible Transport Service do agree with the changes documented on this page.

Thank you
Timothy Corbett (president)

Sent from my iPhone

> On Aug 2, 2022, at 2:34 PM, Laurie Britt <Laurie.Britt@brunswickcountync.gov> wrote:
>
> Tim,
>
> Per our discussion, I am updating #1 on the first page of the General Contract for 22-23. I noticed that Attachment N is not listed. I am adding Attachment N to the list and reprinting the General contract. When I do this the signature page changes. I did not want you to have to come back to the office. Our county attorney's office said if you agree to these changes, I can keep your original signature page and add it to the back of the document.
>
> I have attached the document for your reference.
>
> Is this change ok with you?
>
> Thank you
> Laurie
>
> Laurie A. Britt
> Brunswick County DSS
> Business Officer
> PO Box 219
> Bolivia, NC 28422
> Phone: 910-253-2092
> Fax: 910-253-2249
> laurie.britt @brunswickcountync.gov

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

(a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or
(b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide and maintain commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000 Each Accident, $500,000 Disease – Each Employee, $500,000 Disease – Policy Limit.
(b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. $2,000,000 General Aggregate, $2,000,000 Products/Completed Operations Aggregate, $1,000,000 Each Occurrence, $1,000,000 Personal and Advertising Injury Limit, $5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)
(c) Automobile Liability Insurance: The Contractor shall provide automobile liability insurance with a combined single limit of $1,500,000.00 liability for a 15 passenger or less vehicle and $5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:
    (a) owned by the Contractor and used in the performance of this contract;
    (b) hired by the Contractor and used in the performance of this contract; and
    (c) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

    The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-

owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

(m) Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due in part or in the entirety of contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as additional insured: BRUNSWICK COUNTY, ITS OFFICERS, AGENTS, AND EMPLOYEES ARE INCLUDED AS ADITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

(n) Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above described insurance.

(o) Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.

(p) All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.

(q) The Certificate of Insurance should note in the Description of Operations the following:
Department:_____
Contract #:_____

(r) Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick county for claims made or suits brought which result from or are in connection with the performance of this Agreement.

(s) In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management Personnel within twenty-four(24) hours.

(t) Certificate Holder shall be listed as follows:
ATTENTION: Brunswick County Risk Manager
30 Government Center Dri NE
PO Box 249
Bolivia, NC 28422

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County or the contractor may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision,

the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000 :
The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For

additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. 57-1240046**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Ivory's Accessible Transport Service, Inc.

2. *If different* from Contract Administrator Information in General Contract:
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status: ☐ Public ☐ Private, Not for Profit ☒ Private, For Profit

5. Contractor's Financial Reporting Year 01/01 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 11.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
$3.00 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Provider will comply with MA 2910-MA 3550 (copies included, links below)

F. Provider will comply with ALL requirements contained in MA 2910-MA 3550 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm
http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm

G. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, **as authorized by the Brunswick County Department of Social Services.**

Additional Information - B

Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.

2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.

3. Brunswick County has set the rate of $3.00 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.

4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**

5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.

6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.

   *** Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**

7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.

8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.

   * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

   * All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; shared miles; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.

11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

    Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

    http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm
    http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm

Rate Structure:

1. A flat rate of $3.00 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

Ride Scheduling:

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services to County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Brunswick County Department of Social Services/Human Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 3300 North Woolwitch Court
(Street address)

Castle Hayne, NC 28429
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Ivory's Accessible Transport Service, Inc.
07/01/2022

To: County Department of Social Services/Human Services

Certification:

We certify that Ivory's Accessible Transport Service, Inc. does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C□10□1b.

Sworn Statement:

Timothy Corbett and Frances Rhodie being duly sworn, say that we are the Board Chair and Office Manager, respectively, of Ivory's Accessible Transport Service, Inc. of Castle Hayne, in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Timothy Corbett
Board Chair

Frances Rhodie
Office Manager

Sworn to and subscribed before me on the day of the date of said certification.

Cynthia C Creekmore
(Notary Signature and Seal)

My Commission Expires: 9-25-2026

CYNTHIA C CREEKMORE
NOTARY PUBLIC
BRUNSWICK COUNTY, NC
My Commission Expires 9-25-2026

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105¬237 within 90 days after the

Attachment G

Brunswick County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:

Paragraph B.

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

ATTACHMENT H

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brunswick County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2022, by and between Brunswick County (County Department of Social Services) ("Covered Entity") and Ivory's Accessible Transport Service, Inc. (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Ivory's Accessible Transport Services, Inc. (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

b. "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or

2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required by Law; or

2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination**.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Ivory's Accessible Transport Service, Inc. Contract Number: _____
Date: 7/1/22-6/30/23

HIPAA ASSESSMENT FORM

1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.

Questions **Notes** **Steps**

2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients? Yes	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information? Yes	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures? No	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health component that is directly related to the covered health component's continued operation? Yes	Check appropriate service(s): ☐ Attorney Representing Agency ☐ Benefits Management ☐ Patient Accounts Billing ☒ Claims Processing ☐ Claims Administration ☐ Bill Collections ☐ Professional Services ☐ Special Population Assessments ☐ Data Analysis ☐ Data Processing ☐ Data Administration ☐ JCAHO ☐ Council on Accreditation ☐ Re-pricing	**YES—You have identified a business associate relationship.** The specified function/activity, which involves the sharing of individually identifiable health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A Business Associate Addendum must

	☐ Rate Setting ☐ Practice Management ☐ Software Support ☐ Utilization Review ☐ Quality Assurance Contract Analysis ☐ Central Office Supervision ☐ Security ☐ Dietary ☐ Machine Maintenance ☐ Facility Maintenance ☐ Landscaping ☐ Housekeeping ☐ Hardware Support ☐ Audits/Surveys ☐ Purchasing	be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the Government Associate Addendum must be utilized. NO—STOP. There is no business associate relationship.
ADDITIONAL REQUIRMENTS		
NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

Rev: 7-1-2013

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Brunswick County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Brunswick County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

CONTRACT PROVIDER NAME: ___ Ivory's Accessible Transport, Inc.

CONTRACT NUMBER: _____

CONTRACT PERIOD: ____ 7/1/22 - 6/30/23

PROVIDER'S FISCAL YEAR: _____ 1/1-12/31

CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

	Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		5
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?	5	
8	Does the provided have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provide these or similar goods and/or services outside normal business operations?		5
	TOTAL	**15**	**55**

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

[ ] FINANCIAL ASSISTANCE

[X] PURCHASE SERVICE

Catherine Lyle — Signature of Authorized Programmatic Individual

8/2/22 — DATE

Laurie A. Britt — Signature of Authorized Administrative Individual

8/2/22 — DATE

MED TRANS OF NORTH CAROLINA, LLC

Fiscal Year Begins 7/1/22 Ends 6/30/23

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Med Trans of North Carolina, LLC (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 47-1425150 and DUNS Number – 079897894.

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Lobbying (Attachment G)
   (8) Federal Certification Regarding Debarment (Attachment H)
   (9) HIPAA Business Associate Addendum (checklist and forms)
   (10) Certification of Transportation (Attachment J)
   (11) Contract Determination Questionnaire (required)
   (12) Certification regarding nondiscrimination, clean air act, clean water act (Attachment N)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/22 and shall terminate on 6/30/23,
   This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

6. XX a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.

7. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

8. **Reporting Requirements:**
   Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

9. **Payment Provisions:**
Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

10. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Eddie J. Smith, Manager	Name & Title	SAME
Company Name	Med Trans of North Carolina, LLC	Company Name	
Mailing Address	335 Ashworth Manor Ct.	Street Address	
City State Zip	Wilmington, NC 28412	City State Zip	
Telephone	910-431-2996		
Fax			
Email	murphylsmith@aol.com		

9. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:
(*can be delted if not needed)*

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assistant County Attorney — Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer — Date

COUNTY

Signature — Date

Printed Name: — Title

CONTRACTOR

Eddie J. Smith — 6/16/2022

Signature — Date

Printed Name**: Eddie J. Smith — Title: Manager

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

SATISH SHAH NOTARY PUBLIC New Hanover County, NC My Commission Expires September 1, 2024

(Notary Signature and Seal)

My Commission Expires: 9.1.2024

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

(a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or

(b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000 Each Accident, $500,000 Disease – Each Employee, $500,000 Disease – Policy Limit.

(b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. $2,000,000 General Aggregate, $2,000,000 Products/Completed Operations Aggregate, $1,000,000 Each Occurrence, $1,000,000 Personal and Advertising Injury Limit, $5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $1,500,000.00 liability for a 15 passenger or less vehicle and $5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(i) owned by the Contractor and used in the performance of this contract;

(ii) hired by the Contractor and used in the performance of this contract; and

(iii) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property

Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or

commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. 47-1425150**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Med Trans of North Carolina, LLC

2. *If different* from Contract Administrator Information in General Contract:
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status: ☐ Public _____ Private, Not for Profit XX Private, For Profit

5. Contractor's Financial Reporting Year 01/01 through 12/31

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 11.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
$3.00 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

E. Details of Billing process and Time Frames; Provider will comply with MA 2910-MA 3550 (copies included, links below)

F. Provider will comply with ALL requirements contained in MA 2910-MA 35500 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm
http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm

G. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, **as authorized by the Brunswick County Department of Social Services.**

Additional Information - B

Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.

2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.

3. Brunswick County has set the rate of $3.00 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.

4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**

5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.

6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.

   *** Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**

7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.

8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.

   * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

   * All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; shared miles; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.

11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

    Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

    http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm
    http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm

Rate Structure:

1. A flat rate of $3.00 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

Ride Scheduling:

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services to County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Brunswick County Department of Social Services/Human Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 335 Ashworth Manor Ct.
(Street address)

Wilmington, NC 28412
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Med Trans of North Carolina, LLC
335 Ashworth Manor Court
Wilmington, NC 28412

Date of Certification 07/01/2022

To: County Department of Social Services/Human Services

Certification:

I certify that the Med Trans of North Carolina, LLC does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C101b.

Sworn Statement:

Eddie J. Smith, being duly sworn, say that I am the Board Chair and N/A, respectively, of Med Trans of North Carolina of Wilmington in the State of North Carolina, LLC; and that the foregoing certification is true, accurate and complete to the best of my knowledge and was made and subscribed by me. I also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

Eddie J. Smith
Board Chair

Sworn to and subscribed before me on the day of the date of said certification.

SATISH SHAH NOTARY PUBLIC NEW HANOVER COUNTY, NC My Commission Expires September 1, 2024

(Notary Signature and Seal) My Commission Expires: 9-1-2024

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Brunswick County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:
Paragraph B.

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.

Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

ATTACHMENT H

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the

certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

MED TRANS OF NORTH CAROLINA, LLC

Brunswick County Department of Social Services/Human Services

~~DEPARTMENT OF HEALTH AND HUMAN SERVICES~~
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2021, by and between Brunswick County (County Department of Social Services) ("Covered Entity") and Med Trans of North Carolina, LLC (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Ivory's Accessible Transport Services, Inc. (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

b. "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or

2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required by Law; or

2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Med Trans of NC, LLC Contract Number: _____
Date: 7/1/22-6/30/23

HIPAA ASSESSMENT FORM

Questions	Notes	Steps

1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.
2. Is the function or service to be Yes rendered by the contractor on an activity other than treatment of clients?	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to Yes be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information?	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by No staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures?	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a Yes type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health component that is directly related to the	Check appropriate service(s): ☐ Attorney Representing Agency ☐ Benefits Management ☐ Patient Accounts Billing ☒ Claims Processing	**YES—You have identified a business associate relationship.** The specified function/activity, which involves the sharing of individually identifiable health information, is provided by the contractor. This constitutes a business

covered health component's continued operation?	☐ Claims Administration ☐ Bill Collections ☐ Professional Services ☐ Special Population Assessments ☐ Data Analysis ☐ Data Processing ☐ Data Administration ☐ JCAHO ☐ Council on Accreditation ☐ Re-pricing ☐ Rate Setting ☐ Practice Management ☐ Software Support ☐ Utilization Review ☐ Quality Assurance Contract Analysis ☐ Central Office Supervision ☐ Security ☐ Dietary ☐ Machine Maintenance ☐ Facility Maintenance ☐ Landscaping ☐ Housekeeping ☐ Hardware Support ☐ Audits/Surveys ☐ Purchasing	associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A Business Associate Addendum must be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the Government Associate Addendum must be utilized. NO—STOP. There is no business associate relationship.
ADDITIONAL REQUIRMENTS		
NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

Rev: 7-1-2013

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Brunswick County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Brunswick County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771--70784 (November 28, 2014).

The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

CONTRACT PROVIDER NAME: ___ Med Trans of NC, LLC

CONTRACT NUMBER: _____

CONTRACT PERIOD: ____ 7/1/22 - 6/30/23

PROVIDER'S FISCAL YEA 1/1 - 12/31

CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

	Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		5
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?	5	
8	Does the provided have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provider these or similar goods and/or services outside normal business operations?	5	
	TOTAL	**20**	**50**

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

[ ] FINANCIAL ASSISTANCE

[X] PURCHASE SERVICE

Catherine Sa.
Signature of Authorized Programmatic Individual

8/2/22
DATE

Laurie A Britt
Signature of Authorized Administrative Individual

8/2/22
DATE

Fiscal Year Begins 7/1/22 Ends 6/30/23

This contract is hereby entered into by and between the Brunswick County Department of Social Services (the "County") and Brunswick Transit System, Inc. (the "Contractor") (referred to collectively as the "Parties"). The Contractor's federal tax identification number is 56-2148626 and DUNS Number – 034112958 (required if funding from a federal funding source).

1. **Contract Documents:** This Contract consists of the following documents:
   (1) This contract
   (2) The General Terms and Conditions (Attachment A)
   (3) The Scope of Work, description of services, and rate (Attachment B)
   (4) Federal Certification Regarding Drug-Free Workplace & Certification Regarding Nondiscrimination (Attachment C)
   (5) Conflict of Interest (Attachment D)
   (6) No Overdue Taxes (Attachment E)
   (7) Federal Certification Regarding Lobbying (Attachment G)
   (8) Federal Certification Regarding Debarment (Attachment H)
   (9) HIPAA Business Associate Addendum (checklist and forms)
   (10) Certification of Transportation (Attachment J)
   (11) IRS federal tax exempt letter or 501 (c)(Attachment K) http://www.irs.gov/pub/irs-fill/k1023.pdf
   (12) Contract Determination Questionnaire (required)
   (13) Certification regarding nondiscrimination, clean air act, clean water act (Attachment N)

   These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. **Precedence among Contract Documents:** In the event of a conflict between or among the terms of the Contract Documents, the terms in the Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This contract shall be effective on 7/1/22 and shall terminate on 6/30/23. This contract must be twelve months or less.

4. **Contractor's Duties:** The Contractor shall provide the services and in accordance with the approved rate as described in Attachment B, Scope of Work.

5. **County's Duties:** The County shall process payment authorizations for the Contractor in the amount specified in the Contract Documents.

6. XX a. There are no matching requirements from the Contractor.

   ☐ b. The Contractor's matching requirement is $, which shall consist of:
   ☐ In-kind ☐ Cash
   ☐ Cash and In-kind ☐ Cash and/or In-kind

   The contributions from the Contractor shall be sourced from non-federal funds.

7. **Reversion of Funds**:
   Any unexpended grant funds shall revert to the County Department of Social Services/Human Services upon termination of this contract.

8. **Reporting Requirements:**
Contractor shall comply with audit requirements as described in N.C.G.S. § 143C-6-22 & 23 and OMB Circular- CFR Title 2 Grants and Agreements, Part 200, and shall disclose all information required by 42 USC 455.104, or 42 USC 455.105, or 42 USC 455.106.

9. **Payment Provisions:**

Payment shall be made in accordance with the Contract Documents as described in the Scope of Work, Attachment B.

10. **Contract Administrators:** All notices permitted or required to be given by one Party to the other and all questions about the contract from one Party to the other shall be addressed and delivered to the other Party's Contract Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Contract Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Contract Administrator by giving timely written notice to the other Party.

For the County:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Laurie Britt, Business Officer	Name & Title	Laurie Britt, Business Officer
County	Brunswick County	County	Brunswick County
Mailing Address	PO Box 219	Street Address	60 Government Center Drive
City, State, Zip	Bolivia, NC 28422	City, State, Zip	Bolivia, NC 28422
Telephone	910-253-2092		
Fax	910-253-2249		
Email	laurie.britt@brunswickcountync.gov		

For the Contractor:

IF DELIVERED BY US POSTAL SERVICE		IF DELIVERED BY ANY OTHER MEANS	
Name & Title	Yvonne Hatcher, Director	Name & Title	SAME
Company Name	Brunswick Transit System, Inc.	Company Name	
Mailing Address	5040 Main Street	Street Address	
City State Zip	Shallotte, NC 28470	City State Zip	
Telephone	910-253-7800		
Fax	910-253-7806		
Email	bits@atmc.net		

9. **Supplementation of Expenditure of Public Funds:**
The Contractor assures that funds received pursuant to this contract shall be used only to supplement, not to supplant, the total amount of federal, state and local public funds that the Contractor otherwise expends for contract services and related programs. Funds received under this contract shall be used to provide additional public funding for such services; the funds shall not be used to reduce the Contractor's total expenditure of other public funds for such services.

10. **Disbursements:**
As a condition of this contract, the Contractor acknowledges and agrees to make disbursements in accordance with the following requirements:

(a) Implement adequate internal controls over disbursements;
(b) Pre-audit all vouchers presented for payment to determine:
- Validity and accuracy of payment
- Payment due date
- Adequacy of documentation supporting payment
- Legality of disbursement

(c) Assure adequate control of signature stamps/plates;
(d) Assure adequate control of negotiable instruments; and
(e) Implement procedures to insure that account balance is solvent and reconcile the account monthly.

11. Outsourcing to Other Countries:
The Contractor certifies that it has identified to the County all jobs related to the contract that have been outsourced to other countries, if any. The Contractor further agrees that it will not outsource any such jobs during the term of this contract without providing notice to the County.

12. Federal Certifications:
Individuals and Organizations receiving federal funds must ensure compliance with certain certifications required by federal laws and regulations. The contractor is hereby complying with Certifications regarding Nondiscrimination, Drug-Free Workplace Requirements, Environmental Tobacco Smoke, Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, and Lobbying. These assurances and certifications are to be signed by the contractor's authorized representative.

13. Specific Language Not Previously Addressed:
(can be delted if not needed)

14. **Signature Warranty:** The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement.

The Contractor and the County have executed this contract in duplicate originals, with one original being retained by each party.

APPROVED AS TO FORM

County Attorney/Assistant County Attorney — Date

FINANCE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act. Paid from line item #145310-449903.

Signature of County Finance Officer — Date

COUNTY

Signature — Date

Printed Name: — Title

CONTRACTOR

Yvonne Hatcher — 7-7-22

Signature — Date

Yvonne Hatcher — Director

Printed Name **: Yvonne Hatcher — Title: Director

****Please note contractor signature MUST be notarized.**

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

Antoinette M Jenrette
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 15, 2022

My Commission Expires: 10-15-2022

Attachment A
General Terms and Conditions

Relationships of the Parties

Independent Contractor: The Contractor is and shall be deemed to be an independent contractor in the performance of this contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with the County.

Subcontracting: The Contractor shall not subcontract any of the work contemplated under this contract without prior written approval from the County. Any approved subcontract shall be subject to all conditions of this contract. Only the subcontractors specified in the contract documents are to be considered approved upon award of the contract. The County shall not be obligated to pay for any work performed by any unapproved subcontractor. The Contractor shall be responsible for the performance of all of its subcontractors.

Assignment: No assignment of the Contractor's obligations or the Contractor's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the County may:

(a) Forward the Contractor's payment check(s) directly to any person or entity designated by the Contractor, or

(b) Include any person or entity designated by Contractor as a joint payee on the Contractor's payment check(s).

In no event shall such approval and action obligate the County to anyone other than the Contractor and the Contractor shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this contract shall inure to the benefit of and be binding upon the parties hereto and their respective successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this contract, and all rights of action relating to such enforcement, shall be strictly reserved to the County and the named Contractor. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the County and Contractor that any such person or entity, other than the County or the Contractor, receiving services or benefits under this contract shall be deemed an incidental beneficiary only.

Indemnity and Insurance

Indemnification: The Contractor agrees to indemnify and hold harmless the County and any of their officers, agents and employees, from any claims of third parties arising out or any act or omission of the Contractor in connection with the performance of this contract.

Insurance: During the term of the contract, the Contractor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

(a) **Worker's Compensation** - The contractor shall provide and maintain Worker's Compensation Insurance as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of $500,000 Each Accident, $500,000 Disease – Each Employee, $500,000 Disease – Policy Limit.

(b) **Commercial General Liability** - General Liability Covering all operations involved in this agreement. $2,000,000 General Aggregate, $2,000,000 Products/Completed Operations Aggregate, $1,000,000 Each Occurrence, $1,000,000 Personal and Advertising Injury Limit, $5,000 Medical Expense Limit. (Defense cost shall be in excess of the limit of liability.)

(c) **Automobile Liability Insurance**: The Contractor shall provide automobile liability insurance with a combined single limit of $1,500,000.00 liability for a 15 passenger or less vehicle and $5,000,000 for vehicles holding greater than 15 passengers (including driver); and a limit of $2,000.00 for medical payment coverage. The Contractor shall provide this insurance for all automobiles that are:

(i) owned by the Contractor and used in the performance of this contract;

(ii) hired by the Contractor and used in the performance of this contract; and

(iii) Owned by Contractor's employees and used in performance of this contract ("non-owned vehicle insurance"). Non-owned vehicle insurance protects employers when employees use their personal vehicles for work purposes. Non-owned vehicle insurance supplements, but does not replace, the car-owner's liability insurance.

The Contractor is not required to provide and maintain automobile liability insurance on any vehicle – owned, hired, or non-owned -- unless the vehicle is used in the performance of this contract.

(d) The insurance coverage minimums specified in subparagraph (a) are exclusive of defense costs.

(e) The Contractor understands and agrees that the insurance coverage minimums specified in subparagraph (a) are not limits, or caps, on the Contractor's liability or obligations under this contract.

(f) The Contractor may obtain a waiver of any one or more of the requirements in subparagraph (a) by demonstrating that it has insurance that provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(g) The Contractor may obtain a waiver of any one or more of the requirements in paragraph (a) by demonstrating that it is self-insured and that its self-insurance provides protection that is equal to or greater than the coverage and limits specified in subparagraph (a). The County shall be the sole judge of whether such a waiver should be granted.

(h) Providing and maintaining the types and amounts of insurance or self-insurance specified in this paragraph is a material obligation of the Contractor and is of the essence of this contract.

(i) The Contractor shall only obtain insurance from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in the State of North Carolina. All such insurance shall meet all laws of the State of North Carolina.

(j) The Contractor shall comply at all times with all lawful terms and conditions of its insurance policies and all lawful requirements of its insurer.

(k) The Contractor shall require its subcontractors to comply with the requirements of this paragraph.

(l) The Contractor shall demonstrate its compliance with the requirements of this paragraph by submitting certificates of insurance to the County before the Contractor begins work under this contract.

Transportation of Clients by Contractor:
The contractor will maintain Insurance requirements if required as noted under Article 7 Rule R2-36 of the North Carolina Utilities Commission.

Default and Termination

Termination Without Cause: The County may terminate this contract without cause by giving 30 days written notice to the Contractor.

Termination for Cause: If, through any cause, the Contractor shall fail to fulfill its obligations under this contract in a timely and proper manner, the County shall have the right to terminate this contract by giving written notice to the Contractor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Contractor under this contract shall, at the option of the County, become its property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of the Contractor's breach of this agreement, and the County may withhold any payment due the Contractor for the purpose of setoff until such time as the exact amount of damages due the County from such breach can be determined. In case of default by the Contractor, without limiting any other remedies for breach available to it, the County may procure the contract services from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The filing of a petition for bankruptcy by the Contractor shall be an act of default under this contract.

Waiver of Default: Waiver by the County of any default or breach in compliance with the terms of this contract by the Provider shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this contract unless stated to be such in writing, signed by an authorized representative of the County and the Contractor and attached to the contract.

Availability of Funds: The parties to this contract agree and understand that the payment of the sums specified in this contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the County.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this contract are the exclusive property of the County. The Contractor shall not assert a claim of copyright or other property interest in such deliverables.

Federal Intellectual Property Bankruptcy Protection Act: The Parties agree that the County shall be entitled to all rights and benefits of the Federal Intellectual Property

Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365 (n) and any amendments thereto.

Compliance with Applicable Laws

Compliance with Laws: The Contractor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Title VI, Civil Rights Compliance: In accordance with Federal law and U.S. Department of Agriculture (USDA) and U.S. Department of Health and Human Services (HHS) policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability. Under the Food Stamp Act and USDA policy, discrimination is prohibited also on the basis of religion or political beliefs.

Equal Employment Opportunity: The Contractor shall comply with all federal and State laws relating to equal employment opportunity.

Health Insurance Portability and Accountability Act (HIPAA): The Contractor agrees that, if the County determines that some or all of the activities within the scope of this contract are subject to the Health Insurance Portability and Accountability Act of 1996, P.L. 104-91, as amended ("HIPAA"), or its implementing regulations, it will comply with the HIPAA requirements and will execute such agreements and practices as the County may require to ensure compliance.

(a) **Data Security:** The Contractor shall adopt and apply data security standards and procedures that comply with all applicable federal, state, and local laws, regulations, and rules.

(b) **Duty to Report:** The Contractor shall report a suspected or confirmed security breach to the local Department of Social Services/Human Services Contract Administrator within twenty-four (24) hours after the breach is first discovered, provided that the Contractor shall report a breach involving Social Security Administration data or Internal Revenue Service data within one (1) hour after the breach is first discovered.

(c) **Cost Borne by Contractor:** If any applicable federal, state, or local law, regulation, or rule requires the Contractor to give written notice of a security breach to affected persons, the Contractor shall bear the cost of the notice.

Trafficking Victims Protection Act of 2000: The Contractor will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104)

Executive Order # 24: It is unlawful for any vendor, contractor, subcontractor or supplier of the state to make gifts or to give favors to any state employee. For additional information regarding the specific requirements and exemptions, contractors are encouraged to review Executive Order 24 and G.S. Sec. 133-32.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Contractor under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the County. The Contractor acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with General Statute 147-64.7. Additionally, as the State funding authority, the Department of Health and Human Services shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Division. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later. The record retention period for Temporary Assistance for Needy Families (TANF) and MEDICAID and Medical Assistance grants and programs must be retained for a minimum of ten years.

Warranties and Certifications

Date and Time Warranty: The Contractor warrants that the product(s) and service(s) furnished pursuant to this contract ("product" includes, without limitation, any piece of equipment, hardware, firmware, middleware, custom or

commercial software, or internal components, subroutines, and interfaces therein) that perform any date and/or time data recognition function, calculation, or sequencing will support a four digit year format and will provide accurate date/time data and leap year calculations. This warranty shall survive the termination or expiration of this contract.

Certification Regarding Collection of Taxes: G.S. 143-59.1 bars the Secretary of Administration from entering into contracts with vendors that meet one of the conditions of G.S. 105-164.8(b) and yet refuse to collect use taxes on sales of tangible personal property to purchasers in North Carolina. The conditions include: (a) maintenance of a retail establishment or office; (b) presence of representatives in the State that solicit sales or transact business on behalf of the vendor; and (c) systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. The Contractor certifies that it and all of its affiliates (if any) collect all required taxes.

E-Verify

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Contractor named below, and the Contractor's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system." E-Verify System Link: www.uscis.gov

Miscellaneous

Choice of Law: The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, are governed by the laws of North Carolina. The Contractor, by signing this contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be the county is which the contract originated. The place of this contract and all transactions and agreements relating to it, and their situs and forum, shall be the county where the contract originated, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the County and the Contractor.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this contract.

Key Personnel: The Contractor shall not replace any of the key personnel assigned to the performance of this contract without the prior written approval of the County. The term "key personnel" includes any and all persons identified as such in the contract documents and any other persons subsequently identified as key personnel by the written agreement of the parties.

Care of Property: The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this contract and will reimburse the County for loss of, or damage to, such property. At the termination of this contract, the Contractor shall contact the County for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Contractor for travel mileage, meals, lodging and other travel expenses incurred in the performance of this contract shall not exceed the rates established in County policy.

Sales/Use Tax Refunds: If eligible, the Contractor and all subcontractors shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Contractor shall not use the award of this contract as a part of any news release or commercial advertising.

ATTACHMENT B – Scope of Work **Federal Tax Id. 56-2148626**

A. CONTRACTOR INFORMATION

1. Contractor Agency Name: Brunswick Transit System, Inc.

2. *If different* from Contract Administrator Information in General Contract:
SAME

3. Name of Program (s): Medicaid Transportation Program

4. Status: ☐ Public XX Private, Not for Profit ____Private, For Profit

5. Contractor's Financial Reporting Year 07/01 through 06/30

B. Explanation of Services to be provided and to whom (include SIS Service Code):
See list of items 1 – 11.

C. Rate per unit of Service (define the unit):

1. Negotiated County Rate.
$3.00 per mile per person for each one-way trip for Medicaid authorized transports. Service codes A0120, A0130)

D. Number of units to be provided:

E. Details of Billing process and Time Frames: See details as outlined on pages 2 & 3 in the "Additional Information - B" section of "Attachment B – Scope of Work.

F. Provider will comply with ALL requirements contained in MA 2910-MA 3550 (copies included and links are below). Proof of compliance will be required with initial contract each year and upon request throughout the fiscal year.

http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2910.htm
http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3550.htm

G. Area to be served/Delivery site(s): Brunswick County residents transported within Brunswick County, New Hanover County and other areas as needed for medical transport, **as authorized by the Brunswick County Department of Social Services.**

Additional Information - B

Scope of Work

1. Fares, donations, or gifts shall not be collected by vendor drivers and/or administration; whether in the form of a services, loan, item, or gratuities in the form of money or promise, from any person or firm.

2. Passengers are subject to the Medicaid conduct policy. Policy is distributed by DSS to all Medicaid recipients receiving transportation. Violation of such conduct policies by Medicaid clients may result in the suspension of transportation services. Vendor is responsible for reporting all conduct policy violations to the Department of Social Services (DSS) within 24 hours of the event.

3. Brunswick County has set the rate of $3.00 per mile per trip for vendors who wish to continue to contract for NEMT services. Trips will be sent to vendors on a weekly rotation (i.e.: Week 1 trips sent to vendor A, trips not scheduled will be sent to vendor B and so forth until all trips are scheduled. Week 2, trips will be sent to vendor B, and then C until all trips are scheduled). The rotation schedule will be set based on the order in which vendors responds and express their interest to continue to provide NEMT services. The log containing the weekly rides needed by clients will be sent out in the order outlined above in this paragraph until all trips have been taken by a vendor. Once you receive the log, you will have 2 business hours to determine which rides you will transporting and send back to DSS.

4. Vendor will contact clients they will be transporting and provide instructions regarding pick up time. Contact with the client should be made within 24 hours of the scheduled appointment time. **Vendors shall not cancel the trip in the event that they are unable to reach the client prior to the scheduled appointment time.**

5. Vendor shall schedule all trips in order to ensure that all clients arrive to their appointments **on time**. If the Vendor is unable to do so, the vendor must contact DSS as soon as possible to reschedule with the client.

6. Vendors will only be reimbursed by the state for trips that are scheduled by and through Social Services.

   *** Vendors and their employees shall not accept transportation requests directly from clients. If vendor provides transportation for a trip that was not scheduled via the Department, the Vendor will not be reimbursed by NC Tracks for the trip.**

7. Vendor shall collect the medical appointment verification form DMA-5118 for each appointment that transportation is provided from each client.

* The DMA-5118 for each trip must be submitted to DSS along with the transportation log each week.
* If DMA-5118 is not provided by the vendor for each trip, payment will be held up while verification is obtained.
* Vendor will also maintain a supply of DMA-5118 forms on the vehicle and offer them to the Medicaid recipients as they complete drop off at medical providers.

8. Vendor will maintain a transportation log in accordance with MA-2910/3350 and submit to DSS weekly, by Wednesday of the following week.

    * At the end of the year, the billing log and 5118's must be received within 5 working days of 6/30.

    * All logs must provide the following items: Date of trip; number of trips; client(s) name last, first; pick up and drop off full addresses; DMA code; total miles; amount owed; summary for each trip; beginning and ending odometer reading. (See Attached Sample)

9. It is the expectation that each vendor will provide transportation in accordance with MA policy and arrange the transportation in the most efficient and effective manner.

10. Payment will be processed and made by the State after trips have been reconciled by DSS. Inquiries into the State's payment schedule should be directed to the State.

11. Vendors shall be responsible for entering their trip information in NC Tracks. DSS will verify the trips and upload the information into NC Tracks so vendor is able to be paid by the State for their trips. It is the vendor's responsibility to keep their provider status current in NC Tracks as a Medicaid Transportation provider and to keep us updated on any change in their status.

    Medicaid transportation is only provided for Medicaid covered services and when the primary reason for the trip is medical care. To determine what services are covered, see MA-2905/3540 Covered Services, or consult the Medicaid Clinical Coverage and provider Manuals index for information on the service in question.

    http://info.dhhs.state.nc.us/olm/manuals/dma/abd/man/MA2905.htm
    http://info.dhhs.state.nc.us/olm/manuals/dma/fcm/man/MA3540-37.htm

Rate Structure:

1. A flat rate of $3.00 per mile per person for all one-way trips will be authorized.
2. Payment will not be authorized for no-shows or dead miles in accordance with MA-2910/3550.

Ride Scheduling:

1. List of requested trips is sent to the first vendor (first vendor to respond affirming interest in providing services with County) by 9 am each morning, we should receive the list back by 11, we will allow 30 mins between,
2. Trips will be sent to second vendor by 11:30,
3. Third vendor by 2 pm.

ATTACHMENT C

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS AND CERTIFICATION REGARDING NONDISCRIMINATION

Brunswick County Department of Social Services/Human Services

I. By execution of this Agreement the Contractor certifies that it will provide a drug-free workplace by:

A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

B. Establishing a drug-free awareness program to inform employees about:

(1) The dangers of drug abuse in the workplace;

(2) The Contractor's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

C. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (A);

D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the agreement, the employee will:

(1) Abide by the terms of the statement; and

(2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

E. Notifying the County within ten days after receiving notice under subparagraph (D)(2) from an employee or otherwise receiving actual notice of such conviction;

F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D)(2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A), (B), (C), (D), (E), and (F).

II. The site(s) for the performance of work done in connection with the specific agreement are listed below:

1. 5040 Main Street
(Street address)

Shallotte, NC 28470
(City, county, state, zip code)

2.
(Street address)

(City, county, state, zip code)

Contractor will inform the County of any additional sites for performance of work under this agreement.

False certification or violation of the certification shall be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment **45 C.F.R. Section 82.510. Section 4 CFR Part 85, Section 85.615 and 86.620.**

Certification Regarding Nondiscrimination

The Vendor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

ATTACHMENT D

Conflict of Interest Policy

The Board of Directors/Trustees or other governing persons, officers, employees or agents are to avoid any conflict of interest, even the appearance of a conflict of interest. The Organization's Board of Directors/Trustees or other governing body, officers, staff and agents are obligated to always act in the best interest of the organization. This obligation requires that any Board member or other governing person, officer, employee or agent, in the performance of Organization duties, seek only the furtherance of the Organization mission. At all times, Board members or other governing persons, officers, employees or agents, are prohibited from using their job title, the Organization's name or property, for private profit or benefit.

A. The Board members or other governing persons, officers, employees, or agents of the Organization should neither solicit nor accept gratuities, favors, or anything of monetary value from current or potential contractors/vendors, persons receiving benefits from the Organization or persons who may benefit from the actions of any Board member or other governing person, officer, employee or agent. This is not intended to preclude bona-fide Organization fund raising-activities.

B. A Board or other governing body member may, with the approval of Board or other governing body, receive honoraria for lectures and other such activities while not acting in any official capacity for the Organization. Officers may, with the approval of the Board or other governing body, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If a Board or other governing body member, officer, employee or agent is acting in any official capacity, honoraria received in connection with activities relating to the Organization are to be paid to the Organization.

C. No Board member or other governing person, officer, employee, or agent of the Organization shall participate in the selection, award, or administration of a purchase or contract with a vendor where, to his knowledge, any of the following has a financial interest in that purchase or contract:

1. The Board member or other governing person, officer, employee, or agent;
2. Any member of their family by whole or half blood, step or personal relationship or relative-in-law;
3. An organization in which any of the above is an officer, director, or employee;
4. A person or organization with whom any of the above individuals is negotiating or has any arrangement concerning prospective employment or contracts.

D. **Duty to Disclosure** -- Any conflict of interest, potential conflict of interest, or the appearance of a conflict of interest is to be reported to the Board or other governing body or one's supervisor immediately.

E. **Board Action** -- When a conflict of interest is relevant to a matter requiring action by the Board of Directors/Trustees or other governing body, the Board member or other governing person, officer, employee, or agent (person(s)) must disclose the existence of the conflict of interest and be given the opportunity to disclose all material facts to the Board and members of committees with governing board delegated powers considering the possible conflict of interest. After disclosure of all material facts, and after any discussion with the person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. In addition, the person(s) shall not participate in the final deliberation or decision regarding the matter under consideration and shall leave the meeting during the discussion of and vote of the Board of Directors/Trustees or other governing body.

F. Violations of the Conflicts of Interest Policy -- If the Board of Directors/Trustees or other governing body has reasonable cause to believe a member, officer, employee or agent has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose. If, after hearing the person's response and after

making further investigation as warranted by the circumstances, the Board of Directors/Trustees or other governing body determines the member, officer, employee or agent has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

G. **Record of Conflict** -- The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have an actual or possible conflict of interest, the nature of the conflict of interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement that presents a possible conflict of interest, the content of the discussion, including any alternatives to the transaction or arrangement, and a record of any votes taken in connection with the proceedings.

BTS
BRUNSWICK TRANSIT SYSTEM

July 1, 2022

To: County Department of Social Services/Human Services

Certification:

We certify that **Brunswick Transit System, Inc.** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S.) 143C-10-1b.

Sworn Statement:

LeAnn Cecil and **Yvonne Hatcher** being duly sworn, say that we are the Board Chair and Executive Director, respectively, of Brunswick Transit System, Inc. of Shallotte in the State of North Carolina; and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

LeAnn Cecil
Board Chair

Yvonne S. Hatcher
Executive Director

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

Antoinette M Jenrette
NOTARY PUBLIC
Brunswick County, NC
My Commission Expires October 15, 2022

My Commission Expires: Oct. 15, 2022

[1] G.S. 105-243.1 defines: Overdue tax debt. – Any part of a tax debt that remains unpaid 90 days or more after the notice of final assessment was mailed to the taxpayer. The term does not include a tax debt, however, if the taxpayer entered into an installment agreement for the tax debt under G.S. 105-237 within 90 days after the notice of final assessment was mailed and has not failed to make any payments due under the installment agreement."

Attachment G

Brunswick County Department of Social Services/Human Services

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal, state or local government agency, a Member of Congress, a Member of the General Assembly, an officer or employee of Congress, an officer or employee of the General Assembly, an employee of a Member of Congress, or an employee of a Member of the General Assembly in connection with the awarding of any Federal or state contract, the making of any Federal or state grant, the making of any Federal or state loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal or state contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(4) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Notwithstanding other provisions of federal OMB Circulars-CFR Title 2, Grants and Agreements, Part 200, costs associated with the following activities are unallowable:

Paragraph A.

(1) Attempts to influence the outcomes of any Federal, State, or local election, referendum, initiative, or similar procedure, through in kind or cash contributions, endorsements, publicity, or similar activity;

(2) Establishing, administering, contributing to, or paying the expenses of a political party, campaign, political action committee, or other organization established for the purpose of influencing the outcomes of elections;

(3) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation through communication with any member or employee of the Congress or State legislature (including efforts to influence State or local officials to engage in similar lobbying activity), or with any Government official or employee in connection with a decision to sign or veto enrolled legislation;

(4) Any attempt to influence: (i) The introduction of Federal or State legislation; or (ii) the enactment or modification of any pending Federal or State legislation by preparing, distributing or using publicity or propaganda, or by urging members of the general public or any segment thereof to contribute to or participate in any mass demonstration, march, rally, fundraising drive, lobbying campaign or letter writing or telephone campaign; or

(5) Legislative liaison activities, including attendance at legislative sessions or committee hearings, gathering information regarding legislation, and analyzing the effect of legislation, when such activities are carried on in support of or in knowing preparation for an effort to engage in unallowable lobbying.

The following activities as enumerated in Paragraph B are excepted from the coverage of Paragraph A:
Paragraph B.

(1) Providing a technical and factual presentation of information on a topic directly related to the performance of a grant, contract or other agreement through hearing testimony, statements or letters to the Congress or a State legislature, or subdivision, member, or cognizant staff member thereof, in response to a documented request (including a Congressional Record notice requesting testimony or statements for the record at a regularly scheduled hearing) made by the recipient member, legislative body or subdivision, or a cognizant staff member thereof; provided such information is readily obtainable and can be readily put in deliverable form; and further provided that costs under this section for travel, lodging or meals are unallowable unless incurred to offer testimony at a regularly scheduled Congressional hearing pursuant to a written request for such presentation made by the Chairman or Ranking Minority Member of the Committee or Subcommittee conducting such hearing.

(2) Any lobbying made unallowable by subparagraph A (3) to influence State legislation in order to directly reduce the cost, or to avoid material impairment of the organization's authority to perform the grant, contract, or other agreement.

(3) Any activity specifically authorized by statute to be undertaken with funds from the grant, contract, or other agreement.

Paragraph C.

(1) When an organization seeks reimbursement for indirect costs, total lobbying costs shall be separately identified in the indirect cost rate proposal, and thereafter treated as other unallowable activity costs in accordance with the procedures of subparagraph B.(3).

(2) Organizations shall submit, as part of the annual indirect cost rate proposal, a certification that the requirements and standards of this paragraph have been complied with.

(3) Organizations shall maintain adequate records to demonstrate that the determination of costs as being allowable or unallowable pursuant to this section complies with the requirements of this Circular.

(4) Time logs, calendars, or similar records shall not be required to be created for purposes of complying with this paragraph during any particular calendar month when: (1) the employee engages in lobbying (as defined in subparagraphs (a) and (b)) 25 percent or less of the employee's compensated hours of employment during that calendar month, and (2) within the preceding five-year period, the organization has not materially misstated allowable or unallowable costs of any nature, including legislative lobbying costs. When conditions (1) and (2) are met, organizations are not required to establish records to support the allowability of claimed costs in addition to records already required or maintained. Also, when conditions (1) and (2) are met, the absence of time logs, calendars, or similar records will not serve as a basis for disallowing costs by contesting estimates of lobbying time spent by employees during a calendar month.

(5) Agencies shall establish procedures for resolving in advance, in consultation with OMB, any significant questions or disagreements concerning the interpretation or application of this section. Any such advance resolution shall be binding in any subsequent settlements, audits or investigations with respect to that grant or contract for purposes of interpretation of this Circular; provided, however, that this shall not be construed to prevent a contractor or grantee from contesting the lawfulness of such a determination.

Paragraph D.
Executive lobbying costs. Costs incurred in attempting to improperly influence either directly or indirectly, an employee or officer of the Executive Branch of the Federal Government to give consideration or to act regarding a sponsored agreement or a regulatory matter are unallowable. Improper influence means any influence that induces or tends to induce a Federal employee or officer to give consideration or to act regarding a federally sponsored agreement or regulatory matter on any basis other than the merits of the matter.

ATTACHMENT H

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to which the proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which

it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Brunswick County Department of Social Services/Human Services

DEPARTMENT OF HEALTH AND HUMAN SERVICES
BUSINESS ASSOCIATE ADDENDUM

This Agreement is made effective the 1st day of July 2022, by and between Brunswick County (County Department of Social Services) ("Covered Entity") and Brunswick Transit System, Inc. (name of contractor) ("Business Associate") (collectively the "Parties").

1. BACKGROUND

a. Covered Entity and Business Associate are parties to a contract entitled (identify contract) Brunswick Transit System, Inc. (the "Contract"), whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.

b. Covered Entity is an organizational unit of Brunswick County as the Brunswick County Department of Social Services (DSS) as a health care component for purposes of the HIPAA Privacy Rule.

c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.

d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected heath information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:

a. "HIPAA" means the Administrative Simplification Provisions, Sections 261 through 264, of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191.

b. "Individual" shall have the same meaning as the term "individual" in 45 CFR160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

c. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

d. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

e. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR 164.103.

f. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his designee.

g. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees, at the request of the Covered Entity, to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Brunswick County Department of Social Services, in a time and manner designated by the Secretary, for purposes of the Brunswick County Department of Social Services determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528, and to provide this information to Covered Entity or an Individual to permit such a response.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:

1) would not violate the Privacy Rule if done by Covered Entity; or

2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information as necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that:

1) disclosures are Required by Law; or

2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

d. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

e. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. **Term**. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. **Termination for Cause**. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:

1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or

3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.

c. **Effect of Termination.**

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.

ATTACHMENT J

CERTIFICATION REGARDING TRANSPORTATION

Brunswick County Department of Social Services/Human Services

By execution of this Agreement the Contractor certifies that it will provide safe client transportation by:

1. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be at least 18 years of age;

2. Insuring that all drivers (including employees, contractors, contractor's employees, and volunteers) shall be licensed to operate the specific vehicle used in transporting clients in accordance with Chapter 20-7 of the General Statutes of North Carolina and the Division of Motor Vehicle requirements;

3. Insuring that all vehicles transporting clients shall have at least the minimum level of liability insurance appropriate for the type of vehicle as defined by Article 7, Rule R2-36 of the North Carolina Utilities Commission;

4. Insuring that the contractor shall have written policies and procedures regarding how drivers handle and report client emergencies and/or vehicle crashes involving clients to contractor and how contractor notifies the Brunswick County Department of Social Services;

5. Insuring that no more than one quarter of one percent of all trips be missed by the contractor during the course of the contract period; (*Medicaid only*)

6. Insuring that that no more than five percent (5%) of trips should be late for recipient drop off to their appointment per month; (*Medicaid only*)

7. Contractor will maintain records documenting the following (*County may require contractor to provide):*
   a. Valid current copies of Drivers License for all drivers;
   b. Current valid Vehicle Registration, for all vehicles transporting clients;
   c. Driving records for all drivers for the past three years and with annual updates;
   d. Criminal Background checks through North Carolina Law Enforcement or NCIC prior to employment and every three years thereafter;
   e. Alcohol and Drug Testing policy to meet the Federal Transit Authority guidelines.

8. Disclosing, at the outset of the contract, upon renewal and upon request, any criminal convictions or other reasons for disqualifications from participation in Medicare, Medicaid or Title XX programs (*signature on this form confirms this statement*).

ATTACHMENT K

What is a Private Non-Profit Agency?

Answer: A private non-profit is an organization that is incorporated under State law and whose purpose is not to make a profit, but rather to further a charitable, civic, religious, scientific, or other lawful purpose. The Secretary of State's office grants corporate status to organizations in North Carolina.

What is a 501(c)(3) designation?

Answer: When the agency becomes a state private non-profit corporation, it can then apply for 501(c)(3) designation through the IRS. Once the IRS grants 501(c)(3) status, the organization is exempt from certain taxes and any donations to the charitable organization are tax deductible. Many individuals and organizations prefer to make donations to 501(c)(3) private non-profits.

Who can obtain a 501(c)(3) designation?

Answer: Any organization or group can apply for 501(c)(3) status, provided their charter or mission focuses on the non-profit's objective.

Another option is to apply for a 509(a)(1) status which falls under the 501(c)(3) umbrella. Being a 509(a)(1) designates an organization as a tax-free public charity that receives most of its support from a governmental unit or from the general public. Becoming a 509(a)(1) provides public recognition of tax-exempt status, advance assurance to donors of deductibility of contributions, exemption from certain State and federal taxes, and non-profit mailing privileges. Organizations that typically qualify are churches, educational institutions, hospitals, and governmental units.

How does a Private Non-Profit obtain Tax Exempt Status?

EO Web Site [www.irs.gov/eo]

IRS TE/GE Customer Service

You may direct technical and procedural questions concerning charities and other nonprofit organizations, including questions about your tax-exempt status and tax liability, to the IRS Tax Exempt and Government Entities Customer Account Services at (877) 829-5500 (toll-free number).

If you prefer to write, you may write at:

Internal Revenue Service
Exempt Organizations Determinations
P.O. Box 2508
Cincinnati, OH 45201

You may also contact the Taxpayer Advocate Service, an independent organization within the IRS that helps taxpayers resolve problems with the IRS and recommends changes that will prevent problems.

A private non-profit must apply to the IRS for tax exempt status. To qualify, applicants must complete and submit to the IRS Form 1023. Once federal tax-exempt status is granted, the private non-profit applies for State tax exempt status by completing Form CD-435 and submitting it to the N. C. Department of Revenue.

What must a County Department of Social Services/Human Services do?

Answer: Verify the Tax-Exempt Letter. Check date for expiration and check if current address of agency is reflected.

This document will be used to determine if you have a business associate relationship with a contractor. This form should be completed on all contracts that have a HIPAA covered health care component. This would include all health related information.

Contractor: Brunswick Transit System, Inc. Contract Number: _____
Date: 7/1/22-6/30/23

HIPAA ASSESSMENT FORM

1. Has a relationship been initiated Yes allows the contractor to perform a function or activity for, or on behalf of, County Department of Social Services HIPAA covered health care component?		YES—Go to Question 2. NO—Stop. There is no business associate relationship.

Questions **Notes** **Steps**

2. Is the function or service to be rendered by the contractor on an activity other than treatment of clients? Yes	NOTE: The sharing of Individually identifiable health information with another treatment contractor for treatment purposes only does not require a business associate agreement. See 45 CFR §164.502(e)(1)(ii)(A)	YES—Go to Question 3. NO—Stop. There is no business associate relationship.
3. Does the function or service to be rendered by the contractor involve the use or disclosure of the County Department of Social Services individually identifiable health information? Yes	NOTE: Data that does not contain A County Department of Social Services individually identifiable health information is not covered by HIPAA and thus does not have to be protected through a business associate agreement.	YES--Go to Question 4. NO—Stop. There is no business associate relationship.
4. Are the services rendered by staff from the contractor performed on the premises of the covered health care component, using the component's resources and following the component's policies and procedures? No	NOTES: Whenever a service is rendered on the premises of a covered component, utilizing the component's resources and following the component's policies and procedures, the person rendering such services is considered a member of the component's workforce, and is required to comply with the component's privacy policies and procedures. No business associate agreement is required.	NO—Got Question 5. YES—Stop. There is not business associate relationship.
5. Is the contractor performing a type(s) of function/activity for or on the behalf of the County Department of Social Services HIPAA covered health component that is directly related to the covered health component's continued operation? Select	Check appropriate service(s): ☐ Attorney Representing Agency ☐ Benefits Management ☐ Patient Accounts Billing ☒ Claims Processing ☐ Claims Administration ☐ Bill Collections ☐ Professional Services ☐ Special Population Assessments ☐ Data Analysis ☐ Data Processing ☐ Data Administration ☐ JCAHO ☐ Council on Accreditation ☐ Re-pricing	**YES—You have identified a business associate relationship.** The specified function/activity, which involves the sharing of individually identifiable health information, is provided by the contractor. This constitutes a business associate relationship as such information must be protected the same as required of the HIPAA covered health care component. There are two types of business associate relationships: External Business Associate relationships: You have indentified an External business associate relationship if you are contracting with any entity outside city, county or state government. A Business Associate Addendum must

	☐ Rate Setting ☐ Practice Management ☐ Software Support ☐ Utilization Review ☐ Quality Assurance Contract Analysis ☐ Central Office Supervision ☐ Security ☐ Dietary ☐ Machine Maintenance ☐ Facility Maintenance ☐ Landscaping ☐ Housekeeping ☐ Hardware Support ☐ Audits/Surveys ☐ Purchasing	be signed and included with the contract. If you are completing a Memorandum of Agreement (MOA) with a governmental entity the Government Associate Addendum must be utilized. NO—STOP. There is no business associate relationship.
ADDITIONAL REQUIRMENTS		
NOTE: Make sure all county requirements are met for internally notifying the correct parties for External and Internal Business Associates		

Rev: 7-1-2013

ATTACHMENT N

Brunswick County Department of Social Services/Human Services

CERTIFICATION REGARDING NONDISCRIMINATION, CLEAN AIR ACT, CLEAN WATER ACT

Certification Regarding Nondiscrimination

The Contractor certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.

The Contractor must comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Meaningful Access for LEP Individuals: **The Contractor** that participate in the SNAP must take reasonable steps to ensure that LEP persons have meaningful access to programs, services, and benefits. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single language minorities in certain project areas. SNAP Contractors that do not provide meaningful access for LEP individuals risk violating prohibitions against discrimination based on National Origin in the Food and Nutrition Act of 2008, as amended, Title VI of the Civil Rights Act of 1964 (Title VI) and SNAP program regulations at 7 CFR 272A(b). They also risk noncompliance with the USDA policy guidance titled, "Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons", published in 79 FR 70771 - 70784 (November 28, 2014).
The Contractor should develop an implementing plan to address the language assistance needs of the LEP population served. This may include contracting for oral interpretation services, hiring bilingual staff, arranging telephone interpreters and/or language lines, coordinating community volunteers, translating vital documents, and providing written notice that language services are available in appropriate languages. Quality and accuracy of the language service is critical in order to avoid serious consequences to the LEP person and to the recipient. LEP needs should be considered in developing budgets and front-line staff should understand how to obtain language assistance services. For additional assistance and information regarding LEP matters, please also visit http://www.lep.gov.

Ensuring Equal Opportunity Access for Persons with Disabilities: **The Contractor** must also ensure equal opportunity access for persons with disabilities. This includes ensuring that communications with applicants, participants, members of the public, and companions with disabilities are as effective as communications with people without disabilities. Contractors that do not provide persons with disabilities equal opportunity access to programs may risk violating prohibitions against disability discrimination in the Rehabilitation Act of 1978, the American with Disabilities Act (ADA) of 1990, as amended, and SNAP program regulations.
DOJ published revised final regulations implementing Title II and Title III of the ADA on September 15, 2010. These regulations are codified at 28 CFR Part 35 "Nondiscrimination on the Basis of Disability in State and Local Government Services" and at 28 CFR Part 36 "Nondiscrimination on the Basis of Disability in Public Accommodations and Commercial Facilities". In accordance with the implementing regulations, Contractors must provide auxiliary aids and services where necessary to ensure effective communication and equal opportunity access to program benefits for individuals with disabilities. The type of auxiliary aids and services required will vary, but a Contractor may not require an individual with a disability to bring another individual to interpret, and may rely on a person accompanying a disabled individual only in limited circumstances. When a Contractor communicates with applicants and beneficiaries by telephone, it must provide text telephone services (ITY) or have access to an equally effective electronic telecommunications system to communicate with individuals who are deaf, hard of hearing, or hearing impaired. Contractors must also ensure that interested persons, including persons with impaired vision or hearing, can obtain information as to the existence and location of accessible services, activities, and facilities. For more information, please visit the ADA website: http://www.ada.gov.

IV. The Clean Air Act, Section 306; 42 U.S.C. §7401 et seq. (1970)

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606]

V. The Clean Water Act; 33 U.S.C. §1251 et seq. (1972)

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

(i) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(ii) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.

g. In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

BTS
BRUNSWICK TRANSIT SYSTEM

July 11, 2022

James Murray
Business Manager
Brunswick County Health & Human Services
PO Box 7
Bolivia, NC 28422

Dear Mr. Murray:

Enclosed you will find a signed contract. Please contact me at 910-253-7800 or btsdirector@atmc.net if you have any questions.

Sincerely,

Yvonne Hatcher

Yvonne Hatcher
Executive Director
Brunswick Transit System, Inc.

Enclosure

ks

PO BOX 113, BOLIVIA, NORTH CAROLINA 28422
TELEPHONE 910-253-7800 FAX 910-253-7806
WWW.BRUNSWICKTRANSIT.ORG

BTS
BRUNSWICK TRANSIT SYSTEM

July 25, 2022

James Murray
Business Manager
Brunswick County Health & Human Services
PO Box 7
Bolivia, NC 28422

Dear Mr. Murray:

Enclosed you will find an original executed No Overdue Tax Certification. Please contact me at 910-253-7800 or btsdirector@atmc.net if you have any questions.

Sincerely,

Yvonne Hatcher

Yvonne Hatcher
Executive Director
Brunswick Transit System, Inc.

Enclosure

ks

PO BOX 113, BOLIVIA, NORTH CAROLINA 28422
TELEPHONE 910-253-7800 FAX 910-253-7806
WWW.BRUNSWICKTRANSIT.ORG

CONTRACT PROVIDER NAME: ___ Brunswick Transit System

CONTRACT NUMBER: _____

CONTRACT PERIOD: ____ 7/1/22 - 6/30/23

PROVIDER'S FISCAL YEAR: _____ 7/1 - 6/30

CONTRACT DETERMINATION QUESTIONNAIRE
(PURCHASE OF SERVICE VS. FINANCIAL ASSISTANCE)

Instructions: Enter 5 points for each factor in either the yes or no column. Once the entire list has been completed tally the points in each column. The column with the most points should be a good indicator of the designation of the organization--either Financial Assistance (Grant) or Vendor (Purchase of Service).

	Determination Factors	5 points Financial Assistance YES	5 points Purchase of Service NO
1	Does the provider determine eligibility?		5
2	Does the provider provide administrative functions such as Develop program standards procedures and rules?		5
3	Does the provider provide administrative functions such as Program Planning?		5
4	Does the provider provide administrative functions such as Monitoring?		5
5	Does the provider provide administrative functions such as Program Evaluation?		5
6	Does the provider provide administrative functions such as Program Compliance?		5
7	Is provider performance measured against whether specific objectives are met?	5	
8	Does the provided have responsibility for programmatic decision making?		5
9	Is the provider objective to carry out a public purpose to support an overall program objective?	5	
10	Does the provider have to submit a cost report to satisfy a cost reimbursement arrangement?	5	
11	Does the provider have any obligation to the funding authority other than the delivery of the specified goods/services?		5
12	Does the provider operate in a noncompetitive environment?		5
13	Does the provider provide these or similar goods and/or services only to the funding agency?		5
14	Does the provide these or similar goods and/or services outside normal business operations?		5
	TOTAL	**15**	**55**

Note: The authorized individual(s) must place an X in one of the boxes below to indicate the type of contractual arrangement for this contract , then sign and date where indicated.

[ ] FINANCIAL ASSISTANCE

[X] PURCHASE SERVICE

Calhoun Jr
Signature of Authorized Programmatic Individual

8/2/22
DATE

Laurie A. Britt
Signature of Authorized Administrative Individual

8/2/22
DATE

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 7.
Library - Schedule of Fees

From:
Patricia Dew

Issue/Action Requested:
Request the Board of Commissioners approve the attached updated Schedule of Fees, specifically the change in the fees associated with color and black and white copies.

Background/Purpose of Request:
The Library now has the ability to make color copies and would like to include the fee of $0.30 per page and lower the fee of black and white copies to $0.10 per page.

Fiscal Impact:

Approved By County Attorney:

ATTACHMENTS:

Description

- Library Schedule of Fees July 2022

BRUNSWICK COUNTY LIBRARY SCHEDULE OF FEES

Library materials are considered overdue if they are not in the book return prior to opening on the next business day. Items returned overnight in the exterior book return are considered returned the previous business day.

Books

- $0.20 per day for each book; maximum of $5.00 per item

DVDs, Books on CD, Music CDs, and Equipment

- $1.00 per day for each item; maximum of $5.00 per item

Photocopies and Printouts

- $0.10 per page B&W
- $0.30 per page Color

Faxing

- $2.00 first page, $1.00 each additional page

Lost Library Card Replacement

- $5.00 per instance

Non-Resident/Seasonal Resident Card

- $25.00 for one calendar year

Interlibrary Loans

- $2.00 per request

Lost or Damaged Items

- Price of item plus $5.00 processing fee
- $8.00 for replacement of a single CD from a multi-CD book-on-CD
- $5.00 for replacement of an item's barcode sticker, other library labels, or mylar cover

Returned Check Service Charge

- $25.00 service fee

All fees are payable by cash or check made out to "Brunswick County Library". Brunswick County Library is unable to accept debit or credit cards.

Reviewed and adopted by the Library Board, July 25, 2022

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 8.
Planning - NC Map Review Officer Resolution Update

From:
Kirstie Dixon, Planning Director

Issue/Action Requested:
Request that the Board of Commissioners approve a North Carolina Map Review Officers Resolution that amends the list of NC Map Review Officers designated within Brunswick County.

Background/Purpose of Request:
Designated North Carolina Map Review Officers regularly review and approve plat maps prior to recording to ensure compliance with state standards. The North Carolina General Statues require all counties to designated Map Review Officers via resolution.

The resolution must be updated and amended to reflect staffing changes. This resolution will amend the NC Map Review Officer Resolution of September 15, 1997, to add the names of Nicole Morgan and Gilbert Combs. It will further amend the Resolution by removing the names of Robert Lewis and Sharon Elwood. These changes will help ensure maps are reviewed in a timely manner. The Planning Department will coordinate with the State of North Carolina on future training sessions for Map Review Officers.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a North Carolina Map Review Officers Resolution that amends the list of NC Map Review Officers designated within Brunswick County.

ATTACHMENTS:

Description

- NC Review Officer Resolution Amendment

RESOLUTION AMENDING REVIEW OFFICER DESIGNATION FOR MAPS AND PLATS

WHEREAS, North Carolina General Statute § 47- 30. 2 has been enacted into law by the General Assembly of 1997, and pursuant to that statute, the Brunswick County Commissioners have designated certain persons as review officers, and

WHEREAS, there has been a change in the personnel of Brunswick County, and

WHEREAS, it is the intent of Brunswick County Commissioners to provide that there are an adequate number of review officers to prevent patrons unnecessarily waiting and to avoid customer delay in recording maps or plats.

NOW THEREFORE, the Brunswick County Commissioners hereby amend the Map Review Officer Resolution dated September 15, 1997, to add the names of and hereby charge Nicole Morgan and Gilbert Combs to execute the duties and obligations of that office, as proscribed in the above- named General Statute. Further, the Commissioners hereby amends the said Resolution to delete the name of Robert Lewis and Sharon Elwood. Except as Amended herein, the previous Resolution of September 15, 1997, remains in full force and effect. This instrument shall be duly executed and then filed in the Brunswick County Register of Deeds Office, indexed in the Grantor Index in the name of the Review Officer named above.

This the 15th day of August 2022.

_____

Randy Thompson
Chairman Brunswick County Board of Commissioners

ATTEST:

_____

Daralyn Spivey
Daralyn Spivey, NCCCC
Clerk to the Board(SEAL)

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 9.
Tax Admin - August 2022 Releases

From:
Jeff Niebauer

Issue/Action Requested:
Request that the Board of Commissioners approve the August 2022 releases.

Background/Purpose of Request:
Approval of the tax releases for August 2022. A summary of the releases is listed below.

County real property release value $1,053,600 (14 releases)
Smithville real property release value $38,280 (1 release)
Southport real property release value $38,280 (1 release)

County personal property release value $551,741 (17 releases)
Smithville personal property release value $97,818 (8 releases)
Belville personal property release value $98,495 (1 release)
Navassa personal property release value $57,648 (1 release)
St James personal property release value $164,709 (1 release)
Shallotte personal property release value $2,265 (1 release)
Southport personal property release value $53,181 (4 releases)
Sunset Beach personal property release value $1,117 (1 release)

County VTS July 2022 release value $92,736 (11 releases)
Smithville VTS July 2022 release value $12,387 (2 releases)
Leland VTS July 2022 release value $21,498 (1 release)
Oak Island VTS July 2022 release value $3,262 (1 release)
Ocean Isle VTS July 2022 release value $5,651 (1 release)
St James VTS July 2022 release value $36,010 (1 release)
Shallotte VTS July 2022 release value $1,786 (1 release)

For information purposes only

Bolivia fire district $220 (2 releases)
Civietown fire district $471.26 (3 releases)
Leland fire district $16.50 (1 release)
Northwest fire district $367.51 (2 releases)
Oak Island fire district $150 (1 release)
St James fire district $100 (1 release)
Southport fire district $1,162.50 (4 releases)
Sunset Beach fire district $304.51 (3 releases)
Sunset Harbor/Zion Hill fire district $400 (1 release)

Supply fire district $200 (1 release)
Tri-Beach fire district $568.54 (5 releases)
Winnabow fire district $931.74 (9 releases)

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the August 2022 releases.

ATTACHMENTS:

Description

- Tax Releases August 2022
- Motor Vehicle Releases (VTS) August 2022 Processed July 2022 (NCDMV Tax & Tag)
- Fire Fee Releases

TAX RELEASES FOR AUGUST 2022
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048661	7/18/2022	FAIRFAX ALEX LYNN ETUX FAIRFAX REGINA B	046138 (2022)	80073287	SUNSET BEACH	242MF023	SHALLOTTE	$5.42-C $0.54-LL $1.79-SB $0.18-SBLL	$1,117.00	Did Not Own January 1
048662	7/18/2022	GIANNATASIO NICHOLAS	053030 (2017)	80009949	OAK ISLAND	NULL	SMITHVILLE	$10.69-SM	$26,730.00	Not Within City Limits
048690	7/29/2022	PRICE GLENDALE CARLTON	115170 (2022)	80076608	SOUTHPORT	237LA00203	SMITHVILLE	$98.85-C $9.88-LL $8.15-SM $0.81-LSM $80.63-SP $8.06-SPLL	$20,382.00	Adjusted Per Purchase Price
048691	7/29/2022	HOLDEN JOHNNY TRUMAN JR	067626 (2022)	80015177	SOUTHPORT	237LF020	SMITHVILLE	$129.33-C $10.67-SM $105.49-SP	$26,666.00	Did Not Own January 1
048692	7/29/2022	ALLRED STEVEN RANDALL	002193 (2022)	80104303	SOUTHPORT	237LF020	SMITHVILLE	$27.32-COUNTY $2.73-LL $2.25-SM $0.23-LSM $22.28-SP $2.23-SPLL	$5,633.00	Adjusted Per Purchase Price
048693	7/29/2022	ZANGER HENRY R	162352 (2022)	80019356	OAK ISLAND	234JF030	SMITHVILLE	$9.89-C $0.82-SM	$2,040.00	Did Not Own January 1

TAX RELEASES FOR AUGUST 2022
PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048694	7/29/2022	HILDRETH STEVEN CHASE	066038 (2022)	80015031	SOUTHPORT	237LA02877	SMITHVILLE	$2.43-C $0.24-LL $0.20-SM $0.02-LSM $1.98-SP $0.20-SPLL	$500.00	Did Not Own January 1
048695	7/29/2022	HILDEBRAND STEVEN GERALD	066021 (2022)	80045010		216EC026	LOCKWOOD FOLLY	$38.56-C	$7,950.00	Did Not Own January 1
048697	7/29/2022	MANSFIELD SLAES & REPAIR INC	091254 (2022)	80126276	OAK ISLAND	249DK011	SMITHVILLE	$62.20-C $5.13-SM	$12,825.00	Duplicate Listing
048698	7/29/2022	RUSS BOBBY RAY	124313 (2022)	80018765	SHALLOTTE	NULL	SHALLOTTE	$10.99-C $7.98-SHA	$2,265.00	Did Not Own January 1
048699	7/29/2022	HARRINGTON DAVID M ETUX HARRINGTON SHERRIE C	061721 (2022)	80027099		215HA010	LOCKWOOD FOLLY	$4.85-C $0.49-LL	$1,000.00	Did Not Own January 1
048700	7/29/2022	ROSS MATTHEW EDWARD	123295 (2022)	80069260		217LA075	LOCKWOOD FOLLY	$4.47-C	$922.00	Did Not Own January 1
048701	7/29/2022	FRYE LISA SMITH	050650 (2022)	80103308	ST JAMES	NULL	LOCKWOOD FOLLY	$798.84-C $98.83-SJ	$164,709.00	Did Not Own January 1

TAX RELEASES FOR AUGUST 2022
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048667	7/19/2022	DONOVAN JEFFREY	39891 (2019)	21321350	Brunswick County	0840001102 B	TOWN CREEK	$105.44-C $1.00-ADF	$21,740.00	Improvement removed from property
048669	7/19/2022	DONOVAN JEFFREY	39260 (2018)	21321350	Brunswick County	0840001102 B	TOWN CREEK	$104.61-C $1.00-ADF	$21,570.00	Improvement removed from property
048671	7/19/2022	DONOVAN JEFFREY	39963 (2017)	21321350	Brunswick County	0840001102 B	TOWN CREEK	$104.61-C $1.00-ADF	$21,570.00	Improvement removed from property
048673	7/19/2022	DONOVAN JEFFREY	038992 (2016)	21321350		0840001102B	TOWN CREEK	$104.61-C $1.00-ADF	$21,570.00	Improvement Removed from Property
048674	7/19/2022	DONOVAN JEFFREY	038729 (2015)	21321350		0840001102B	TOWN CREEK	$104.61-C $1.00-ADF	$21,570.00	Improvement Removed from Property
048675	7/19/2022	DONOVAN JEFFREY	037792 (2014)	21321350		0840001102B	TOWN CREEK	$115.40-C $1.00-ADF	$26,080.00	Improvement Removed from Property
048676	7/19/2022	DONOVAN JEFFREY	038016 (2013)	21321350		0840001102B	TOWN CREEK	$115.40-C $1.00-ADF	$26,080.00	Improvement Removed from Property
048677	7/19/2022	DONOVAN JEFFREY	035053 (2012)	21321350		0840001102B	TOWN CREEK	$115.40-C $1.00-ADF	$26,080.00	Improvement Removed from Property
048686	7/21/2022	WILLIAMS MARIA	157912 (2022)	24436150	Brunswick County	1550003107A		$298.71-C	$61,590.00	Improvement removed from property
048688	7/21/2022	SECRETARY OF HUD C/O INFO SYSTEMS NETWORKS CORP	128432 (2022)	80114646	Brunswick County	1240001312		$41.76-C	$8,610.00	Exempt
048721	8/3/2022	TYNDALL WENDA C	149352 (2022)	54920490	Brunswick County	16900027 A		$515.41-C	$106,270.00	Improvement on Another parcel
048723	8/3/2022	BLAKE FAMILY PROPERTIES LLC	12387 (2022)	30083510	Southport	2210002601		$185.66-C $15.31-SM $151.44-SP	$38,280.00	Improvement removed from property

TAX RELEASES FOR AUGUST 2022
REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048725	8/3/2022	STANALAND DAVID B JR	137331 (2022)	80057728	Brunswick County	2550000303		$2948.56-C	$607,950.00	Clerical error/DE error
048726	8/3/2022	MARTIN MARIETTA MATERIALS INC LELAND YARD BU #44219	92416 (2022)	10177410	Brunswick County	0280000103		$216.50-C	$44,640.00	Listed with business personal property

TAX RELEASES FOR AUGUST 2022
BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048696	7/29/2022	EVOQUA WATER TECHNOLOGIES LLC	045861 (2022)	80079874	NAVASSA	03000007	NORTHWEST	$279.59-C $132.59-NAV	$57,648.00	Clerical Error/DE Error
048702	7/29/2022	MARTIN MARIETTA MATERIALS INC	092415 (2022)	10177410		0280000103	TOWN CREEK	$93.39-C	$19,255.00	Clerical Error/DE Error
048703	7/29/2022	SOUTHEASTERN MEDIA HOLDINGS	135500 (2022)	20347630		08200009	TOWN CREEK	$522.18-C	$107,665.00	APPEAL JUSTIFIED WITHIN 30 DAY NOTICE
048704	7/29/2022	MONICA R SAVIDGE ATTORNEY AT LAW	301501 (2021)	80023978		221AD006	SMITHVILLE	$14.75-C $1.48-LL $1.22-SM $0.12-LSM	$3,042.00	Business Closed
048705	7/29/2022	BAGELS & SANDWEDGES TOO LLC	005704 (2022)	60023040		2270002307	SHALLOTTE	$122.51-C	$25,260.00	BUSINESS SOLD
048706	7/29/2022	THE TRAWICK COMANY	144982 (2022)	80077950	BELVILLE	0470003621	TOWN CREEK	$477.70-C $118.19-BEL	$98,495.00	Business Sold

Release Category Codes

Release Code	Release Type
ADF	ADVERTISING
BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST

Release Code	Release Type
BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CLF	C LIEN FEE
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT

Release Category Codes

Release Code	Release Type
PL04	OFF PREMISES WINE
PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
PL01	ON PREMISES MALT
SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED JULY 2022

Adjustment #	Abstract #	Name-Last, First, Middle	Tag #	Year	Make	B- Val	New Value	Diff.	City	Twp.	Overide %	Overide Value	Overide Status	Acquisition Cost	Acquisition Year	Dep Sch	Exempt Type	Notes	Date	Code	Code Description
1157004	65614213	NIEBAUER, KATHY CARLISLE	FJB2228	2008	HONDA	$ 12,726	$ 7,075	$ 5,651	12			$ 7,075						ADJ PER NADA VALUE	07/15/22	20	Appealed value
1156963	67488433	BOYLE, WILSON ARTHUR JR	80781	1967	FORD	$ 2,560	$ 500	$ 2,060			100	$ 500	PERM					APPLICATION ATTACHED	07/15/22	19	Antique Value Approved
1156931	65692870	BACCARNY, MICHAEL ROBERT	TKD4747	2018	CHEV	$ 23,880	$ 21,014	$ 2,866										NC INSPECTION 75,846	07/15/22	12	High Mileage/Condition
1155219	52901436	WHITMAN, WILDER JACK	HJF5650	2016	CHEV	$ 21,498	$ -	$ 21,498	31								MILITARY	HOR- NY ETS-240824	07/15/22	4	Military Exempt
1155087	67492099	VARNAM, VICTOR ZACHERY	CP18603	2017	UTIL	$ 5,860	$ 1,006	$ 4,854				$ 1,006						OVERVALUED 12' TRAILER	07/15/22	15	TEC Value Issue
1157993	67277165	ALTMAN, DEXTER ELWOOD	CN94984	2021	COTC	$ 13,210	$ 4,085	$ 9,125		3		$ 4,085						OVERVALUED 20' TRAILER	07/18/22	15	TEC Value Issue
1159492	67671876	HARDY, JAMES LEE	CP18630	2012	CARR	$ 4,280	$ 1,018	$ 3,262	14	3		$ 1,018						OVERVALUED TRAILER/ PREV OWNER'S BOS 2012=$1700@5%DEP	07/27/22	15	TEC Value Issue
1160572	66893095	MAUNEY, CARL VANDIVER	RCX5779	2010	CHEV	$ 67,160	$ 31,150	$ 36,010	29			$ 31,150						ADJ PER NADA VALUE	07/27/22	20	Appealed value
1160548	66239865	FERRARI, STEPHEN	EBP8964	2019	JEEP	$ 25,270	$ 20,408	$ 4,862						20,408	2022			BOS 2022=$20,408	07/27/22	1	Adjusted per Purchase Price
1161396	60012041	FULLWOOD, TIFFANY NICOLE	TCY8953	2011	HYUN	$ 4,351	$ 2,565	$ 1,786	22									260,948 MILES, VISUALLY INSPECTED BY A.SPENCER	07/28/22	12	High Mileage/Condition
1161887	65685016	BOWDEN, JOSEPH THOMAS	440RDV	2013	TOYT	$ 7,620	$ 6,858	$ 762										146,256 MILES, VISUALLY INSPECTED BY A.SPENCER	07/29/22	12	High Mileage/Condition

AUGUST 2022
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048663	7/19/2022	D R HORTON INC	300304 (2022)	80115919	Leland	048FA031		$16.50-LELF	$0.00	Clerical error/DE error
048664	7/19/2022	LEONARD JEFFREY S ETUX LEONARD SHARON	84267 (2021)	53324780	Brunswick County	231jg020		$165.32-TRIF	$0.00	Structural element correction
048665	7/19/2022	LEONARD JEFFREY S ETUX LEONARD SHARON	83932 (2020)	53324780	Brunswick County	231jg020		$143.75-TRIF	$0.00	Structural element correction
048666	7/19/2022	LEONARD JEFFREY S ETUX LEONARD SHARON	82660 (2019)	53324780	Brunswick County	231jg020		$143.75-TRIF	$0.00	Structural element correction
048668	7/19/2022	DONOVAN JEFFREY	39891 (2019)	21321350	Brunswick County	0840001102 B	TOWN CREEK	$137.50-WINF	$21,740.00	Improvement removed from property
048670	7/19/2022	DONOVAN JEFFREY	39260 (2018)	21321350	Brunswick County	0840001102 B	TOWN CREEK	$125.00-WINF	$21,570.00	Improvement removed from property
048672	7/19/2022	DONOVAN JEFFREY	39963 (2017)	21321350	Brunswick County	0840001102 B	TOWN CREEK	$125.00-WINF	$21,570.00	Improvement removed from property
048678	7/19/2022	DONOVAN JEFFREY	038992 (2016)	21321350		0840001102B	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property
048679	7/19/2022	DONOVAN JEFFREY	038729 (2015)	21321350		0840001102B	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property
048680	7/19/2022	DONOVAN JEFFREY	037792 (2014)	21321350		0840001102B	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property
048681	7/19/2022	DONOVAN JEFFREY	038016 (2013)	21321350		0840001102B	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property
048682	7/19/2022	DONOVAN JEFFREY	035053 (2012)	21321350		0840001102B	TOWN CREEK	$100.00-WINF	$0.00	Improvement Removed from Property

AUGUST 2022
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048683	7/19/2022	DONOVAN JEFFREY	034900 (2011)	21321350		0840001102B	TOWN CREEK	$44.24-WINF	$0.00	Improvement Removed from Property
048684	7/21/2022	GITLIN RACHAEL AND GITLIN ANN	54540 (2022)	11075090		010HA009 A		$17.51-NWF	$0.00	Fire fee billed on Alpha Parcel
048685	7/21/2022	KRUEGER LORI ANN AND HAHN PHYLLIS K	81323 (2022)	80075599		201DF004		$400.00-SHF	$0.00	Structural element correction
048687	7/21/2022	WILLIAMS MARIA	157912 (2022)	24436150	Brunswick County	1550003107A		$200.00-BOLF	$61,590.00	Improvement removed from property
048689	7/21/2022	SECRETARY OF HUD C/O INFO SYSTEMS NETWORKS CORP	128432 (2022)	80114646	Brunswick County	1240001312		$20.00-BOLF	$8,610.00	Exempt
048707	8/1/2022	DAVIS DWIGHT G SR	036509 (2022)	80067664		NULL	LOCKWOOD FOLLY	$185.63-CIVF		Clerical Error/DE Error
048708	8/1/2022	DILLION JUSTIN COREY ETUX	329299 (2022)	80123810		NULL	SHALLOTTE	$19.04-SBF		Clerical Error/DE Error
048709	8/1/2022	FONTAINE RAYMOND J ETUX	048900 (2022)	80052989	SOUTHPORT	NULL	SMITHVILLE	$275.00-SPF		Clerical Error/DE Error
048710	8/1/2022	HAUSER JOHN THOMAS	062697 (2022)	80123780		NULL	LOCKWOOD FOLLY	$33.06-TRIF		Clerical Error/DE Error
048711	8/1/2022	HEWETT MITCHELL B	065345 (2022)	52756380		NULL	LOCKWOOD FOLLY	$185.63-CIVF		Clerical Error/DE Error
048712	8/1/2022	HILL DOUGLAS K ETUX	066161 (2022)	80103962	SUNSET BEACH	NULL	SHALLOTTE	$190.31-SBF		Clerical Error/DE Error
048713	8/1/2022	JACKSON JASON DANIEL	072353 (2022)	80001719		NULL	LOCKWOOD FOLLY	$82.66-TRIF		Clerical Error/DE Error
048714	8/1/2022	JOSEPH IRENE KATHERINE	076270 (2022)	80099395	ST JAMES	NULL	LOCKWOOD FOLLY	$100.00-SJF		Clerical Error/DE Error
048715	8/1/2022	KEATES MARY ELLEN	077348 (2022)	80042918	OAK ISLAND	NULL	SMITHVILLE	$150.00-OIF		Clerical Error/DE Error
048716	8/1/2022	MCGEE JARED CLARK	095213 (2022)	7012234	NORTHWEST	NULL	NORTHWEST	$350.00-NWF		Clerical Error/DE Error

AUGUST 2022
Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
048717	8/1/2022	YARBROUGH JAMES T ETUX	161635 (2022)	80055104	SOUTHPORT	NULL	SMITHVILLE	$412.50-SPF		Clerical Error/DE Error
048718	8/1/2022	ROUTH HAL L ETUX	123598 (2022)	80109189	SOUTHPORT	NULL	SMITHVILLE	$275.00-SPF		Clerical Error/DE Error
048719	8/1/2022	YOUNG DAVID SCOTT	161996 (2022)	80111434		NULL	LOCKWOOD FOLLY	$100.00-CIVF		Clerical Error/DE Error
048720	8/1/2022	SIMMONS ELIZABETH G	131194 (2022)	80107806	SUNSET BEACH	NULL	SHALLOTTE	$95.16-SBF		Clerical Error/DE Error
048722	8/3/2022	TYNDALL WENDA C	149352 (2022)	54920490	Brunswick County	16900027 A		$200.00-SUF	$106,270.00	Improvement on Another parcel
048724	8/3/2022	BLAKE FAMILY PROPERTIES LLC	12387 (2022)	30083510	Southport	2210002601		$200.00-SPF	$38,280.00	Improvement removed from property

Release Category Codes

Release Code	Release Type	Release Code	Release Type
ADF	ADVERTISING	BHI	BALD HEAD ISLAND
BHILL	BALH HEAD ISLAND LATE LIST	BEL	BELVILLE
BELLL	BELVILLE LATE LIST	BSL	BOILING SPRING LAKES
BSLLL	BOILING SPRING LAKES LATE LIST	BOL	BOLIVIA
BOLLL	BOLIVIA LATE LIST	CLF	C LIEN FEE
CAL	CALABASH	CALLL	CALABASH LATE LIST
CS	CAROLINA SHORES	CSLL	CAROLINA SHORES LATE LIST
CAS	CASWELL BEACH	CASLL	CASWELL BEACH LATE LIST
C	COUNTY	FF	FIRE FEE
HB	HOLDEN BEACH	HBLL	HOLDEN BEACH LATE LIST
INT	INTEREST	LL	LATE LIST PENALTY
LSM	LATE LIST SMITHVILLE	LEL	LELAND
LELLL	LELAND LATE LIST	LB	LONG BEACH
LBLL	LONG BEACH LATE LIST	NAV	NAVASSA
NAVLL	NAVASSA LATE LIST	NW	NORTHWEST
NWLL	NORTHWEST LATE LIST	OI	OAK ISLAND
OILL	OAK ISLAND LATE LIST	OIB	OCEAN ISLE BEACH
OIBLL	OCEAN ISLE BEACH LATE LIST	PL02	OFF PREMISES MALT

Release Category Codes

Release Code	Release Type
PL04	OFF PREMISES WINE
PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
PL01	ON PREMISES MALT
SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 10.
Utilities - Biosolids RFP Award (Donald Dixon - Deputy Director)

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve and award, in the amount of approximately $715,000 per year, the contract for removal and disposal of biosolids from the Brunswick County Wastewater Treatment Facilities to EMA Resources Inc., based on proposals received on June 9, 2022.

Background/Purpose of Request:
Brunswick County submitted a Request for Proposals for companies that have the capability to provide wastewater biosolids hauling and disposal. The county generates approximately 7.5 million gallons per year of biosolids from its 6 wastewater treatment facilities. The county is permitted by the North Carolina Department of Environmental Quality (NCDEQ) for land application of biosolids on local farmlands and other permitted sites as applicable. The county is permitted for both Class A and Class B biosolids. The biosolids act as a supplemental source of nutrients for crops, silviculture activities, etc.

The county received proposals from 5 firms. Staff evaluated these proposals based on the following criteria: available equipment, number of employees, additional permitted land, experience, references, contingency planning, and pricing. After thorough evaluation of the proposals, EMA Resources was selected as the most responsive to meet the county requirements as proposed in the request for proposals for this service.

County staff recommends that the Board of Commissioners award the contract for removal and disposal of wastewater biosolids for the county wastewater treatment facilities to EMA Resources Inc. Based upon the previous years biosolids operations, the average annual compensation will be approximately $715,000.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funding available in current budget

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and award, in the amount of approximately $715,000 per year, the contract for removal and disposal of biosolids from the Brunswick County Wastewater Treatment Facilities to EMA Resources Inc., based on proposals received on June 9, 2022.

ATTACHMENTS:

Description

- Utilities - EMA Resources Proposal - Attach 1

- Utilities - Previous Contract Bio-Green - Attach 2
- Services Agreement



Proposal
to
Brunswick County Public Utilities
for
A Full-Service Land Application Program
of
Wastewater Treatment Biosolids

June 8, 2022

Phone 336•751•1441 ~ Fax 336•751•1442
755 Yadkinville Road ~ Mocksville, NC 27028

EMA Resources, Inc.

June 8, 2022

Brunswick County Public Utilities
Attention: Donald Dixon, Deputy Director Wastewater
250 Grey Water Road NE
Supply, NC 28452

RE: Request for Proposals Full-Service Land Application Program
For Wastewater Treatment Biosolids

Dear Mr. Dixon:

EMA Resources, Inc. is pleased to submit the following Proposal for the Land Application of Wastewater Biosolids. Your will find all the requested information per the Brunswick County's Request for Proposals.

This proposal consists of the following, Executive Summary, Key Personnel, Experience/References, Scope of Services, Regulatory Compliance, Project Equipment, Optional Approaches, Contingency Plan, Safety Program, Proposal Pricing Forms, Certificate of Insurance.

If you have any questions concerning EMA Resources, Inc.'s Proposal, you can contact Roy Whitaker at the office number listed below or on mobile 336-909-1718.

EMA Resources, Inc. looks forward to discussing our Proposal further and the possibility of a partnership with the Brunswick County to provide a professional cost-effective biosolids management program.

Respectfully,

EMA Resources, Inc.

Roy L. Whitaker
Director Business Development/Operations

Erik Blankenship
President

Phone 336•751•1441 ~ Fax 336•751•1442
755 Yadkinville Road ~ Mocksville, NC 27028

1 EXECUTIVE SUMMARY
2 KEY PERSONNEL
3 EXPERIENCE/REFERENCECS
4 SCOPE OF SERVICES
5 REGULATORY COMPLIANCE
6 PROJECT EQUIPMENT
7 OPTIONAL APPROACHES
8 CONTINGENCY PLAN
9 SAFETY PROGRAM
10 PROPOSAL PRICING FORM
11 CERTIFICATE OF INSURANCE
12 SAMPLE OPERATIONS LOGS
COMPANY BROCHURE

EXECUTIVE SUMMARY

EMA Resources, Inc. is a Professional Residuals Management Firm headquartered at 755 Yadkinville Road, Mocksville, NC 27028. EMA Resources, Inc. was founded in May, 2000; by Erik Blankenship and partners. Erik grew up being involved in the residuals management industry, while working with the family business, Environmental Waste Recycling, Inc. (EWR) for over 15 years. In November of 1998, EWR was purchased by a publicly owned company. Soon after, Erik's realized that, in a time when the residuals management industry had evolved toward large national providers, there was a real need for a small, privately owned, regional company.

EMA Resources, Inc.'s management staff has over 90 years of combined experience in every aspect of providing residuals management and land application programs for municipalities and industries throughout the Southeastern United States. The management of EMA Resources, Inc. feels strongly that there is a REAL need for a company dedicated to providing select clients with quality service, personal attention, and particular attention to operating every program within the regulatory compliance standards set by the EPA and NCDENR. It is EMA Resources' mission to remain a regional company, which is flexible, responsive, and committed to providing our select clients with the highest quality service they expect and deserve. Our industry knowledge and hands-on approach will allow us to provide innovative and cost-effective solutions to any of our clients' residuals management needs.

This vision has proven successful for EMA Resources, Inc. and our select clients. EMA Resources, Inc. has remained steadfast in our philosophy of managed growth. EMA Resources Inc. does not desire to be the biggest residuals management company; it is our desire to be the foremost residuals management service provider.

EMA Resources, Inc. provides a wide range of services in providing our municipal and industrial clients with "Turn-key" Residuals Management Programs. The following is a list of services EMA Resources, Inc. provides:

- Liquid Residuals Transportation & Land Application
- Dewatered Residuals Transportation & Land Application
- Marketing & Distribution
- All Monitoring and Reporting
- Sampling & Analysis
- Permitting Services
- Alkaline Stabilization and Certification Services
- Mobile Mechanical Dewatering Services
- Lagoon Cleanout Services
- Lagoon Dredging Services
- Digester Cleaning Services
- Nutrient Management Planning
- Feasibility Studies & Consulting

EMA Resources Inc. will be providing all services described in this proposal with internal resources based in our Eastern North Carolina HUB, with the exception of transportation sub-contractors. The utilization of independent motor carriers allows us to submit the most cost-effective program to Brunswick County Public Utilities. Each independent motor carrier will be required to name EMA Resources Inc. as additional insured on their policies. If awarded this contract EMA Resources Inc. will secure and forward the additional insured certificates for the assigned independent motor carriers.

The Brunswick County biosolids land application program will be serviced out of EMA Resources Inc.'s Eastern North Carolina HUB in conjunction with a Project Manager assigned exclusively to Brunswick County. The Project Manager will have a Pumper Truck Spreader and his CDL and will regularly haul and land apply residuals. Approximately 6-8 times per year this Eastern NC Hub crew will mobilize to empty the WWTP tanks. This operational crew is based in Tarheel, NC and has responsibility for clients scattered in NC & SC. Our Eastern North Carolina HUB is equipped with two high flotation tractor/pull tanks and five 6500-gallon tankers. The Project Manager with guidance from a Director of Operations will work directly with the Brunswick County WWTP staff and the local farmers on scheduling operations. In addition to the dedicated Pumper Truck Spreader,

a typical mobilization will include 1-2 tractor/pull tanks and 3-4 tankers (dependent on haul distance). Additional resources will be mobilized as operational needs dictate.

Technical support will be provided out of our corporate office. Monthly and annual reports will be prepared by technical staff and forward to the Brunswick County Public Utilities on a timely basis for review and submittal. Technical staff will inform the project manager of the application rates based on the nutrient and metal characteristics of the biosolids prior to operations. The application rates will be based on the most limited factor, which is generally Nitrogen. Technical staff will communicate with participating farmers on supplemental fertilizer recommendations.

Upcoming changes in the North Carolina regulations with regard to land application of residuals will be monitored closely and implemented when adopted. EMA Resources Inc. will keep the Brunswick County Public Utilities informed of pending regulatory issues or public relation hot spots that will impact the program

KEY PERSONNEL

Erik Blankenship, President

A 1994 graduate of Western Carolina University, majoring in Business Administration; Erik has over 30 years' experience in every aspect of the residuals management industry. Erik's family owned and operated Environmental Waste Recycling, Inc., which was incorporated in 1978. Throughout the years, Erik has worked in all facets of the industry including equipment operator, technical services, sales and marketing. In 1998, EWR was acquired by a national company, where Erik took the position of Regional Business Development Manager. As President of EMA Resources, Inc., Erik is responsible for the overall business activities, contract negotiations, public relations, as well as management of growth. Erik is a Certified Land Application Operator by the NCDENR, and a member of the NC AWWA and WEF.

Erik will be responsible for corporate/administrative support and billing for the Brunswick County program.

Mike Collins, Director of Operations

Mike has over 30 years of experience in the technical and operations areas of the residuals management industry. Mike has worked extensively in the mobile mechanical dewatering, technical services, and operations. Mike joined Erik as a partner in founding EMA Resources, Inc. in May, 2000. As Director of Operations of EMA Resources, Inc., Mike is responsible for all operational scheduling, hiring and training of personnel, OSHA requirements, maintenance, and overall coordination. Mike is a Certified Land Application Operator by the NCDENR, and a member of the NC AWWA and WEF.

Mike will be responsible for equipment support and resources for the Brunswick County program.

Roy Whitaker, Director- Business Development/Operations

A 1982 Graduate of NC State University majoring in Agriculture. Roy was a private agricultural consultant in Eastern North Carolina (Halifax, Northampton and Edgecombe Counties) for eight years. It was in 1990 that Roy began his current 30+ year career in the residuals management industry. Roy has served in all aspects of the industry, including technical services, operations, to Senior Management of a regional and national company. Roy joined EMA Resources, Inc. in March, 2006 with responsibilities for strategic business development and operations management. Roy currently serves as an instructor at the North Carolina and South Carolina Land Application Certification Schools. He is a current member of the Residuals & Groundwater committees in NC, SC, GA, & TN.

Roy will work directly as the Director of Operations with the Project Manager and Brunswick County Public Utilities. Those duties will include operational issues, scheduling or agronomic management issues. Roy has direct experience working with the Brunswick County's Biosolids Land Application Program. The experience will assure a smooth transition and program continuity.

David O'Brien, Director of EHS&T

Dave is a 1989 Graduate of Northwest Missouri State University. Dave has worked in and around the residuals management industry since 1985 while working his way through school. His experience includes technical services, operations and sales. Dave joined EMA Resources Inc. as a partner in May 2004 and is currently responsible for the EHS&T program and policies, OSHA requirements, equipment maintenance & records and new hire training. Dave is a Certified Land Application Operator by the NCDENR, and has completed the OSHA 10 training through the Safety and Health Council of North Carolina.

Dave will evaluate the Brunswick County program for EHS&T issues and serve as support to the local Project Manager.

Brent Collins, Director of Technical Services

Brent joined EMA Resources Inc. June, 2001 as an Environmental Technician/Operator with responsible for proper/compliant equipment operations. Brent assumed the role as a Project Manager in June 2002 with responsibility for multiple projects operations including, Scheduling, Equipment Repair and Maintenance, Biosolids and Soils Sampling, Client and Farmer Communications and Project Personnel Supervision and Training. After four years of cross training in Technical Services and Operations, Brent assumed the role of Director of Technical Services in June, 2005. His current responsibilities include, monitoring and reporting technical data for clients, mapping and permitting land application sites, assures Federal and State regulatory compliance, training new employees on company policies on reporting and technical operations, compiling and submitting annual reports to EPA and NCDENR, liaison to state and federal regulating officials and client communications on process compliance and sampling.

Brent will work closely with Brunswick County WWTP personnel on the responsibilities described above in addition to technical support for the local Project Manger.

Luke Stowers, Project Manger

EMA Resources, Inc. has arranged to hire Luke if successful in obtaining the Brunswick County contract. Luke has over 25 years' experience in the biosolids industry. Luke is a Brunswick County native and resident, his relationship with Brunswick County farmers is priceless. Luke managed the ADM land application program along with surrounding projects in Southeastern NC.

Luke will join EMA Resources Inc. upon execution of a contract between EMA Resources, Inc. and Brunswick County. In his role as Project Manager, Luke will coordinate all land application events with the landowners and clients, manages all operations personnel, and communicates with EMA's Technical Staff to ensure regulatory

compliance with all operations. Luke is responsible for all day-to-day operations, while maintaining the highest quality service and regulatory compliance.

Luke will be working directly with the Brunswick County WWTP staff to schedule operations and communicating with the farmers on site accessibility.

EXPERIENCE AND REFERENCES

City of Gastonia, NC
25,000,000 gal/yr.,
2,971.1 acres permitted
Stephanie Scheringer, Director
704-866-6726
Start Date: Jan 2003

City of Washington, NC
2,500,000 gal/yr.
1388.9 acres permitted
Hope Woolard, Superintendent
252-927-9374
Start Date: June 2006

City of Union, SC
4,000,000 gallons bi annually
847.5 acres permitted
Joe Nichols, Town Manager
864-429-1721
Start Date: July 2009

Smithfield Packing Co.-Clinton
12,000 wet tons/yr.,
Landfill Energy Recovery
Rick Bowen, Environmental Mgr.
910-305-0066
Start Date: March 2008

City of Asheboro, NC
8,000 cu. yds./yr. Land Application
920 acres permitted
Michael Rhoney, Dir. Water Resources
336-626-1201 Ext. 258
Start Date: January 2015

Unifi, Inc
3,000,000 gal/yr.
Class A Residuals
Lisa Haynes, Environmental Mgr.
336-348-6516
Start Date: Oct 2012

City of Shelby, NC
4500 cu.yds./yr., 1MG/yr.
500 acres permitted
David Hux, Utilities Director
704-284-2084
Start Date: January 2021

Smithfield Packing Co.-Tar Heel
6MG /yr., 25,000 wet tons/yr.
1,412.4 acres permitted
Robert Harris, Environmental Mgr.
757-613-1339
Start Date: July 2006

City of Reidsville, NC
12,MG gal/yr., Mobile Dewatering
1,016.8 acres permitted
Chuck Smith, Utilities Director
336-349-1073
Start Date: Jan 2003

Davidson Water, Inc.
1.5 MG/yr. 1,500 cuds/ yr.
D&M Permit, Land Application
Craig Koontz, Residuals Mgr.
336-764-2534
Start Date: April 2007

City of Salisbury, NC
10,000 cu. yds./yr.
1000 acres permitted
Bob Loper, Residuals Coordinator
704-762-0521
Start Date: September 2018

Town of Yanceyville
2,000,000 gallons per event
252.8 acres permitted
Brian Colie, Town Manager
336-694-5431
Start Date: March 2017

Momentive Specialty Chemical
Mobile Dewatering Event
Landfill Disposal
Mr. Scott Happel, Plant Engineer
910-987-5928
Start Date: July 2012

Town of Lowell, NC
600,000 gal/yr.
Incinerator Transfers
Dan Daugherty, Plant Superintendent
704-477-5514
Start Date: Jan 2003

Davie County, NC
750,000 gal/yr.
533.0 acres permitted
Johnny Lambert, PU Director
336-909-3942
Start Date: Jan 2008

Town of Bennettsville, SC
1,000,000 gal/yr.
Land Application
Rick Huckabee, Plant Superintendent
843-479-3011
Start Date: June 2017

Guilford Performance Textiles
3,000,000 annually
D&M Permit
Mr. Steve Molino, Plant Manager
910-372-1151
Start Date: Oct 2013

City of Danville, VA / Inframark
3500,000 gal/yr.
814 Permitted Acres
Jerry Shupe, VP East Region
434-822-3635
Start Date: March 2013

Town of Mocksville, NC
1MG/yr.
100 acres permitted
Todd Robinson, WWTP ORC
252-235-8809
Start Date: May 2010

City of Durham, NC
25,000 cu. yds/yr 3MG/yr
Land Application Cake
Liquid Transfers
James Harding, Principal Engineer
919-560-4381 ext 35260
Start Date: January 2022

SCOPE OF SERVICES

MANAGEMENT AND OPERATIONAL PLAN

The Brunswick County program will be serviced by EMA Resource Inc.'s Eastern NC HUB in conjunction with a dedicated Project Manager (Luke Stowers). The dedicated project manager will operate a dedicated Pumper Truck Spreader on land accessible days. The Project Manager will coordinate scheduling the Eastern NC Hub to mobilize 6-8 times per year or as needed. This operational crew is based in Tarheel, NC. It consists of a Project Manager (JJ Henry) and two equipment operators. They are equipped with two high floatation tractor/pull tanks and five 6500-gallon tankers (hauled by Independent Motor Carriers).

EMA Resources Inc. goals will be to provide an environmentally sound and cost-effective beneficial reuse program for the Brunswick County WWTP biosolids. This will include compliance with all applicable permit requirements, proactive farmer/community relations and to be responsive to the Brunswick County's needs.

Upon award of the contract, EMA Resources Inc. will schedule a transition/orientation meeting in June/July with Brunswick County WWTP staff. This meeting will outline a plan for operation scheduling and farmer introduction.

Once an operational event has been scheduled based on receiver site accessibility and the WWTP's storage capacity, EMA Resources Inc. technical staff will audit technical data for compliance and calculate application rates based on agronomic needs. EMA Resources Inc. will mobilize two high floatation tractor/pull tanks and 3-4 tankers/independent motor carriers (dependent on haul distance). Each independent motor carrier will document each load on a daily loading log at the WWTP and a daily individual trucking manifest. When a load has arrived at an application site and off-loaded for application, it is documented on the field application log.

All logs are three-part forms that allow for a copy to be submitted to the local WWTP staff on a daily basis. A project manager submits his

projects paperwork to EMA Resources Inc. corporate office on a weekly basis for input into the monitoring and reporting database. A monthly operational/technical report is generated and submitted to the client and the receiver site farmers.

EMA Resources Inc. will generate an operations invoice no later than the fifth business day following the operations event.

TRANSPORTATION SYSTEM AND ROUTING

EMA Resources Inc. will utilize 6500-gallon aluminum tankers which are double conical with six-inch center discharge valves. These tankers will be calibrated and certified via a registered third party. The tankers are company owned and will be hauled by independent motor carriers under contract to EMA Resources Inc. It is EMA's philosophy to purchase refurbished tankers which are generally 10 to 15 years old. Through proper preventive maintenance and annual inspections in accordance with Federal DOT Highway Safety Regulations, EMA can expect a useful life of approximately 15 to 20 years.

Additionally, transportation will be provided via a 4500–5000-gallon Pumper Truck/Spreader

Transportation routes to the application sites will generally be selected based on the most direct legal weight limit route available. If there are issues which will impact the local community (churches, schools, subdivisions), alternate routes will be negotiated with Brunswick County's WWTP staff.

SPILL AND EMERGENCY RESPONSE PROGRAM

Spill Control Plan
Brunswick County Public Utilities

In the unlikely event of a spill, the following action shall be taken immediately:

1. Halt source of the spill – overturned truck, leaking gate.

2. Contain spill. Use straw bales to form a barrier. In addition to straw bales use shovels to form an earthen barrier to prevent further runoff.

3. Cleanup. Employ front end loader to remove as much spill material as possible or employ vacuum truck to off-load remaining biosolids. Complete clean-up by scattering straw to soak up remaining material and dispose of manually.

4. Final cleanup. Flush roadways with water as necessary to clean. Allow to dry and incorporate if spill occurs on a non-paved and tillable area. In the event a spill occurs on private property, final cleanup should be completed immediately to the satisfaction of the owner.

5. Notification. As soon as possible after the spill occurs, notify:

   A. EMA Resources Inc.
      Project Manager: Luke Stower: 910-279-5829
      Project Manager: JJ Henry: 704-666-0230
      Director of Operations: Roy Whitaker 336-755-5594
      Main Office: 336-751-1441
   B. Brunswick County Personnel
      Donald Dixon 910-612-7463
      Matt Henry 910-253-2479
   C. Regional NCDENR Division of Water Quality:
      Wilmington Regional office 910-796-7215
   D. County Emergency Management Office:
      Brunswick Co. 252-253-5383

QUALITY ASSURANCE AND CONTROL PROGRAM

EMA Resources Inc. maintains its QAQC program through employee training and empowerment. Our employees take ownership of their projects and equipment. Each employee from day one is taught the three golden rules: 1) safety, 2) being ethical and 3) full regulatory compliance.

As a check and balance in our program the technical staff routinely performs field audits. This along with our three-log system (plant, truck and application) assures proper documentation and reporting.

ODOR MANAGEMENT

Potential odor issues are first addressed though proper site selection. A land application sites should first be evaluated as to whether it is a high-profile site (along main highways, across from schools, churches or businesses) or a low-profile site (rural, remote back forty). If high profile sites are permitted and utilized then consideration for the application method (surface with incorporation or injection) should be considered. The crop will dictate if the application method alternative is viable. If the site is in permanent grass, a second alternative would be to utilize an odor neutralizing chemical or masking agent.
Two chemicals which we have seen some success in resolving odor issues are Potassium Permanganate (Purple powder oxidizer) and WT-100 (Liquid Neutralizer/Masking Agent).

Additionally, application period for a particular site may be considered to minimize odors. The cooler fall and colder winter months will produce fewer odors than during the hot summer months.

If a particular site odor issue becomes a community/political hot bed, then serious consideration should be taken to eliminate the site.

SURFACE WATER PROTECTION

Buffer requirements as set forth in the District's Non-Discharge Permit will be clearly flagged and maintained. Please note that the buffer requirements are minimums and special consideration for increasing these buffers will be evaluated during: extended wet periods, imminent rainfall events, site slope and location within the surrounding topography.

Reducing application rates (gallons per acre) on certain soil types will allow for absorption of the residuals which will minimize a potential runoff. Also, application methods (surface with incorporation or injection) could be utilized on susceptible run off sites. Note this is only an option on row crop sites that are not utilizing no-till practices.

GROUNDWATER PROTECTION

Surrounding wells of the receiver sites will be noted on the application maps. The buffer requirements as set forth in the District's Non-Discharge Permit will be clearly flagged and maintained. Proper agronomic application rates will be utilized, which will eliminate the potential for migration of excess nutrients.

CROP MANAGEMENT

The permitted land application sites in the Brunswick County consist of row crops (corn, cotton, soybeans) and grass land (coastal bermuda, fescue). The Class A Biosolids allows more flexibility for field access by not requiring site specific permitting. EMA Resources Inc. will work closely with the farmers to maximize the nutrient value in timely applications. EMA Resources Inc. is fortunate to have its Director of Operation, Roy Whitaker be a native of Scotland Neck, where he ran his own private agriculture consulting business for eight years. Roy's knowledge of the agricultural practices in the surrounding community as well as the proper nutrient management of the crops will benefit the Brunswick County and the local farmers. The dedicated Project Manager (Luke Stowers) relationship with the local farmers and their farming practices will allow for a uninterrupted operations.

In any successful land application program, there has to be some trade off with the farmers desires for optimum nutrient application and Brunswick County's storage capabilities. It is the trade off of free fertilizer that encourages the farmers to be flexible in the timing of the residuals application.

PUBLIC ACCEPTANCE

Public acceptance starts with education. It is EMA Resources Inc. belief that you can never start educating too early. Operational and Technical Staff participate in Earth Day presentations at local elementary and middle schools and Career Day Presentations at local middle schools. We work closely with the client to identify these opportunities.

Additionally, we encourage our project mangers to join the local cattleman's association or forage grower association. A key person in any community is the local Ag Extension Agent, EMA Resources Inc. believes in establishing a relationship with the surrounding Ag Extension Agents.

A programs success can be dependent on being open and honest with the public. There are several educational brochures published by EPA and the Water Environment Federation that detail the benefits and safety of Biosolids Land Application.

REGULATORY COMPLIANCE

Assuring compliance with EPA Part 503 Sewage Sludge Regulation and the Brunswick County's DCAR Permit No. WQ0034468 and Non-Discharge Permit No. WQ0034513 will be a team effort. EMA Resources Inc. Technical Staff will work closely with the WWTP Staff to make sure that the Pathogen Reduction Requirement, Vector Attraction Reduction Requirement and Metal Concentration Limits are met prior to any land application event. This will include assuring proper sampling and analytical methods are followed.

In accordance with the RFP information, the Brunswick County will be stabilizing and documenting pathogen reduction of the primary sludge through ATAD digestion (Class A). EMA Resources, Inc. will provide alkaline stabilization if required for the Class B permit.

Vector Attraction Reduction of the anaerobic sludge will be documented via the thirty-eight percent volatile solids reduction option. The lime stabilized WAS will document compliance with a pH of 12 for two hours and not less than 11.5 for an additional twenty-two hours.

The management practices requirements of the Part 503 Regulations along with the buffer zone requirements of Permit No. WQ0034513 will be the responsibility of EMA Resources' Technical Staff and Project Manager.

Monitoring and Reporting requirements will be coordinated by EMA Resources' Technical Staff. Monthly reports will be compiled from analytical and operational data and submitted to the client for review. The annual reports will be compiled from the monthly reports and formatted to meet the regulatory agency desired format.

PROPOSED EQUIPMENT

EMA Resources Inc. dedicated Project Manager and operational crew which will be assigned to the Brunswick County program will be the Eastern NC HUB based in Tar Heel, NC. This HUB has the following equipment dedicated for operations of its clients.

Brunswick County Dedicated:

- 1- Project Manager Pickup Truck
- 1- Pumper Truck/Spreader (4500-5000 gallons)

Eastern NC Hub:

3-4 6500 Gallon Aluminum Tankers
2- 150 hp MFWD Tractors with Dual Rear Wheels
2- 4200 Gallon High Floatation Vacuum/Pressure Pull Tank
1- Project Manager Truck
1- Senior Operator Pickup Truck
3-4 Independent Motor Carrier Road Tractors
1- Portable Loading Standing
1- Six Inch Self-Priming Pump
1- 125 hp Tractor for Mixing (Houle)
1- Houle PTO Slurry Pump/Mixer

Back Up Equipment:

3-Mobile Belt Presses (1 meter BDP)
1-Self Propelled Mobile Dredge
16- 6500 Gallon Aluminum Tanker
3- 150 hp MFWD Tractors with Dual Rear Wheels
3- 135 hp MFWD Tractors
3- 4200 Gallon High Floatation Vacuum/Pressure Pull Tanks
2- 4500 Gallon Pumper Truck
3- Six Inch Self Priming Pump
1- Submersible Hydraulic Pump
5- Houle PTO Slurry Mixers
3- Knight side discharge spreader
1- Knight rear discharge spreader
19- End dump trailers
5- Road Tractors
16- Independent Motor Carrier Road Tractors

OPTIONAL APPROACHES

EMA Resources' Director of Operations, Roy Whitaker has been involved with land application on forest land. Current forestry practices are more conducive to cake application. This is a very limited practice in North Carolina due to the spacing of the trees during planting and tract lay out of the tree plantations.

Additional permit limitations for Plant Available Nitrogen application are presently set at 75 pound per year. This low application rate could be lowered with the upcoming changes in the regulations. The Plant Available Nitrogen limit will be based on the realistic yield expectation (RYE) for each site soil series. The fact that North Carolina forest land is comprised of mostly the least productive soils in the state, the application rates are expected to be lowered.

The lower application rates combined with spacing issues and potential specialized equipment may reduce the practicality of forest land application.

EMA Resources Inc. is willing to continue to explore this avenue and work with the Brunswick County if this becomes a viable alternative.

CONTINGENCY PLAN

If at any point the dedicated Project Manager/Pumper Truck/Spreader and the Eastern NC Hub Operational Crew needs additional assistance, One of EMA's additional Road Crews could mobilize to facilitate increased operational capacity. EMA has three additional operations crews within three hours of Brunswick County.

In the event of prolonged periods of inability to land apply the Class A or Class B residuals. EMA Resources, Inc. owns three mobile 1 meter belt presses equipped with self-contained polymer system and conveyor load out. A press can be mobilized and set up and producing dewatered cake within 24 hours' notice. The dewatered cake will be loaded into end dump trailers for transportation to either McGill Compost Facility in Rose Hill or GFL's Sampson County Landfill located in near Roseboro.

Note: Mobile dewatering is best accomplished on the WAS residuals prior to ATAD stabilization.

A second alternative for emergency liquid handling would be liquid transfer and solidification at the GFL Landfill.

EMA Resources, Inc.

Company Policies and Procedures

1. **PROGRAM REQUIREMENTS.**
EMA Resources Inc. will ensure that the hazards at our jobsites are evaluated and communicated to its employees and that proper protective measures are provided. Safety is also the responsibility of every employee of this company. The Safety Officer is the sole person authorized to amend these instructions. This program will be maintained in accordance with OSHA Regulations 29 CFR 1910 and 29 CFR 1926. In addition, EMA Resources Inc. will review and evaluate this program on an annual basis or when operational changes occur that require a revision of this document.

2. **WRITTEN INDIVIDUAL PROGRAMS.**
EMA Resources Inc. will maintain written individual procedures for the types of hazards/issues that our employees will or could potentially be exposed to. Each program will be reviewed/revised on an annual basis or as required by the respective governing OSHA Standard. Each written program will be communicated to all personnel that are affected by it. Each will encompass the total workplace, regardless of number of workers employed or the number of work shifts. They will be designed to establish clear goals and objectives.

3. **HEALTH AND SAFETY PROGRAM RESPONSIBILITY.**

3.1. Company Owner Responsibilities. The Owner of EMA Resources Inc. recognizes the importance of safety and has committed to creating a place of employment which is free from recognized hazards. The Owner is ultimately responsible for the safety of all employees of EMA Resources Inc.. The Owner will ensure that all levels of management in the company are delegated the necessary authority to cultivate a safe environment and to take the appropriate actions to correct any deviations or deficiencies relating to safety on the job. The Owner will also be responsible for making available the funds necessary to ensure that employees are provided with effective safety equipment to perform their work.

3.2. Safety Officer Responsibilities. The company Safety Officer will be responsible for the day to day management of the company safety program. The Safety Officer will assist the company in remaining in compliance with all applicable health and safety regulations. The Safety Officer will identify and coordinate training sessions to ensure that all employees are equipped with the needed safety skills and knowledge. The Safety Officer will perform inspections of jobsites and facilities and take the appropriate actions to correct any deviations or deficiencies relating to safety on the job. ***Dave OBrien*** has been designated as the Safety Officer for EMA Resources Inc..

3.3. Project Manager Responsibilities. Project Managers will be responsible for safety on their respective projects. They will be expected to involve the Safety Officer at the beginning of every project even before work has started. Project Managers will take recommendations from and work with the Safety Officer to ensure the safety of employees on the job.

3.4. Supervisor Responsibilities. Company Supervisors are responsible for the daily enforcement of the policies and procedures in the EMA Resources Inc. safety program. They will be responsible for all aspects of employee safety in their respective areas. They will conduct periodic safety meetings for their employees. Supervisors will monitor the safety of employees daily and take the appropriate actions to correct any deviations or deficiencies relating to safety on the job. Supervisors will be attentive to employee safety concerns and report them to the Safety Officer. They will keep in communication with the Safety Officer to ensure all employees receive training, refresher training, or retraining as needed.

3.5. Employee Responsibilities. Employees are the first lines of defense as it pertains to safety at all EMA Resources Inc. jobsites. Employees are expected to abide by all the safety policies and procedures in the company safety program. They will be held responsible for their own safety and are expected to report unsafe conditions to their Supervisors immediately. If the Supervisor is unavailable, they will report safety violations or concerns to the Company Owner or Safety Officer. Employees, if feasible, are also expected to correct safety violations within their immediate areas. They will ensure they report to work in a state of readiness, with the appropriate clothing, and with all issued personal protective equipment. Employees will only operate equipment on which they have been trained and authorized to use. They will report accidents, injuries, and near misses immediately to their Supervisor.

4. Job Safety Planning and Analysis.

4.1. Pre-Construction. EMA Resources Inc. is dedicated to ensuring the safety of all employees. For this reason, safety is considered even before contracts are awarded. The Safety Officer will be involved throughout the bid process to ensure that special tasks or procedures requiring additional safety precautions are identified as soon as practicable. In addition, once the contract has been awarded and before the project begins, a pre-construction safety meeting should be held with the Prime or General Contractor, Subcontractors, and other applicable parties to discuss the following:

4.1.1. Safety Management specifics and controls.

4.1.2. Subcontractor requirements.

4.1.3. Job hazard analysis.

4.1.4. Special safety equipment, tools, hazards, or methods that will help in completing the job efficiently and safely.

4.1.5. Safety Training and Orientation.

4.1.6. Job-site safety inspections.

4.2. Job Safety (Hazard) Analysis. Job hazard analysis is to be used to make a habit of safe work practices. It is also beneficial as a guideline to follow during new employee training efforts and for quickly identifying the cause of an accident should one occur. Each analysis should be periodically reviewed for possible improvements. All supervisors will be familiar with the proper completion of a Job Safety (Hazard) Analysis. The following basic steps should be followed in preparation of a job hazard analysis:

4.2.1. Select the jobs or specific tasks for hazard analysis.

4.2.2. Consider the task to be performed and inspect the area(s) to identify potential hazards.

4.2.3. Break the job or task into individual components or activities.

4.2.4. Identify the hazards associated with each component activity (ex. Falls, electric shock, chemical exposure, cuts, etc.).

4.2.5. Identify what procedures or equipment are needed to perform each component activity safely (ex. Ladders, scissor lifts, personal protective equipment, etc.).

4.2.6. Apply the analysis to the job.

5. Routine Safety and Health Inspections.

Routine safety and health inspections of all job sites will be conducted as necessary by the Safety Officer or designated individual. The inspection will be conducted to discover conditions and work practices that may lead to job accidents and industrial illnesses, through specific, methodical auditing, checking, or inspection procedures.

5.1. Inspection elements. The following inspection elements will be checked during safety inspections.

5.1.1.	Floors	Condition, slip, trip, falls
5.1.2.	Aisles	Marking, obstructions
5.1.3.	Stairs	Condition, railings, obstructions
5.1.4.	Ladders	Condition, Metal in electrical areas
5.1.5.	Exits	Obstructions, locked? lighted?
5.1.6.	Ventilation	Adequate, fans guarded? maintained
5.1.7.	Hand tools	Grounded, guarded, pressure switches
5.1.8.	Chemicals	MSDS's, labels, storage, separated
5.1.9.	Compressed gas	Storage, heat sources, labels, training
5.1.10.	Guarding	Installed, over, under, around, between
5.1.11.	Lockout Tagout	Procedures, training, devices, tags
5.1.12.	Eye protection	Used, training, Z-87 rated protectors
5.1.13.	Fire protection	Extinguishers, training, locations
5.1.14.	First Aid	Kits, OSHA logs, training
5.1.15.	Confined Spaces	Marked, training, ventilation, equipment
5.1.16.	Work practices	Unsafe work practices observed? (list)

5.2. Inspection report. The Safety Officer will provide a safety report based on the inspection items noted during the inspection to the appropriate supervisor.

6. Safety Meetings.

A well-ordered flow of information is essential to a good safety program. The company, through a program of safety meetings at all levels, intends to accomplish the goals of safety awareness, education, and participation.

6.1. We are committed to efficient and quality training that increases safety awareness amongst all employees.

6.2. Safety meetings for employees will be held on a regular basis to demonstrate management's commitment to accident prevention. Possible agenda items include but are not limited to the review of accidents, safety education, safety inspections, elimination of workplace hazards, new methods of improving job performance, employee training, personal protective equipment, safety incentives, hazard communication, lockout/tagout, respiratory protection, fall protection, and other safety policies.

6.3. It is vital to this Workplace Safety Program that all safety training and meetings be carefully documented. Written records of all safety meetings are the responsibility of the Supervisor(s). Training activities are the responsibility of the Safety Officer.

7. Hazard Reporting.

All employees are required to report potential or known hazards immediately upon identification. If possible, the hazard should be eliminated immediately when found. Otherwise, the immediate supervisor must be notified and all work where employees are exposed to the hazard must be discontinued until the hazard has been removed.

8. First Aid Procedures.

8.1. Serious Injuries. Supervisors will be responsible to ensure all employees report serious accidents or injuries immediately to the Safety Officer. Where employees require professional medical attention, the Supervisor will accompany the employee to the hospital or clinic and observe the employee's condition and status. The supervisor will report directly to the Safety Officer the condition of the employee and ensure that proper accident investigation procedures are followed.

8.2. Minor injuries. Minor injuries, such as cuts, scratches, bruises, and burns that do not require a doctor's treatment, may be handled by the employee at the jobsite. Recurring first aid injuries will be reported to the Safety Officer to ensure they do not become serious.

8.3. First Aid Kits. First aid kits will be maintained at each jobsite by the Supervisor. All employees will be made aware of the location and availability of the first aid kit. The type of first aid kit to be maintained will be for minor emergencies such as cuts and skin abrasions.

9. Accident Investigation.

Accident investigation is primarily a fact-finding procedure; the facts revealed are used to prevent recurrences of similar accidents. The focus of accident investigation will be to prevent future accidents and injuries to increase the safety and health of all our employees.

9.1. Immediate concerns.

9.1.1. Ensure any injured person receives proper care.

9.1.2. Ensure co-workers and personnel working with similar equipment or in similar jobs are aware of the situation. This is to ensure that procedural problems or defects in certain models of equipment do not exist.

9.1.3. Start the investigation promptly.

9.2. Accident Investigation Form. An investigation form which details specific company requirements for investigation will be used to gather data to determine causes and corrective actions. As a minimum the form will contain the following areas of concern.

9.2.1. Accident investigation form data.

- Injured employee's name
- Date and time of injury
- Occupation or task being performed when injured
- Employee's address
- Sex/age/DOB
- Social security number
- Length of service
- Length of time at specific job
- Time shift started
- Overtime length when injury occurred
- Physician's and hospital name (if transported)

- Type of injury
- Resulting fatalities
- Description and analysis of accident
- Action taken to prevent recurrence and person
- Employee's statement
- Witnesses' statement
- Person completing form and date
- Person reviewing form and date

9.3. Supervisors are responsible for ensuring that employees follow safe work practices and receive appropriate training to enable them to do this. Supervisors will be responsible to fill out accident reporting/investigation requirement forms and to reinforce the EMA Resources Inc. safety program.

10. GENERAL SAFETY RULES FOR ALL EMPLOYEES.

The following safety rules are established by this company as general safety rules for all Employees.

10.1. Never operate any machine or equipment unless you are authorized and trained to do so.

10.2. Do not operate defective equipment. Do not use broken hand tools. Report them to your supervisor immediately.

10.3. Never start on any hazardous job without being completely familiar with the safety techniques which apply to it. Check with your supervisor if in doubt.

10.4. Make sure all safety attachments are in place and properly adjusted before operating any machine.

10.5. Do not operate any machine or equipment at unsafe speeds. Shut off equipment which is not in use.

10.6. Wear all protective garments and equipment necessary to be safe on the job. Wear proper shoes. Sandals or other open-toed or thin-soled shoes should not be worn.

10.7. Do not wear loose, flowing clothing or long hair while operating moving machinery.

10.8. Never repair or adjust any machine or equipment unless you are specifically authorized to do so by your foreman.

10.9. Never oil, clean, repair, or adjust any machine while it is in motion.

10.10. Never repair or adjust any electrically driven machine without opening and properly tagging the main switch.

10.11. Put tools and equipment away when they are not in use.

10.12. Do not lift items which are too bulky or too heavy to be handled by one person. Ask for assistance.

10.13. Keep all aisles, stairways, and exits clear of skids, boxes, air hoses, equipment, and spillage.

10.14. Do not place equipment and materials to block emergency exit routes, fire boxes, sprinkler shutoffs, machine or electrical control panels, or fire extinguishers.

10.15. Stack all materials neatly and make sure piles are stable.

10.16. Keep your work area, machinery and all company facilities which you use clean and neat.

10.17. Do not participate in horseplay, or tease or otherwise distract fellow workers.

10.18. Power-truck operators must always safeguard other workers; workers must show courtesy to power-truck operators.

10.19. Floor mounted extension cords should be placed so that they are always flush to the ground.

10.20. Frayed or damaged electrical cords should be replaced.

10.21. Never take chances. If you're unsure, you're unsafe!

10.22. Ask for help, if needed.

11. Fire Prevention and Protection.

Fire and explosion pose a serious risk to our employees during operations involving open flames or high heat sources such as the use of propane or electric torches. Flames can be produced which could quickly become uncontrollable under certain situations. For this reason, all employees will be trained in these procedures:

11.1. Basic safety precautions. Heat, open flame, or any operations where sparks may be produced will be permitted only in areas that are or have been made fire safe. When work cannot be moved practically, as in most construction work, the area will be made safe by removing combustibles or protecting combustibles from ignition sources.

11.2. Fire extinguishers. Suitable fire extinguishing equipment will be maintained in a state of readiness for instant use. Such equipment may consist of hose or portable extinguishers depending upon the nature and quantity of the combustible material exposed. Employees will not use portable fire extinguishers unless they have been trained.

11.3. Housekeeping. All employees will be familiar with the Housekeeping Program and will follow all applicable requirements as stated therein to ensure that flammable or combustible materials do not accumulate in the work area.

11.4. Chemical Storage. EMA Resources Inc. will ensure that proper storage locations are provided to employees using chemicals. Flammable chemicals will be stored in approved locations or flammable liquids cabinets designed in accordance with 29 CFR 1910.106. Toxic and corrosive chemicals will be stored apart from flammable chemicals and will be further segregated according to acidity and/or alkalinity. All chemical storage location will be approved by the Safety Officer before use.

11.5. Authorization. Employees performing heat or open flame operations must obtain authorization from their Supervisor. Where required, employees will fill out a Hot Work permit.

12. Evacuation Procedures.

All employees upon receipt of an evacuation order will exit the work area via the Nearest Unaffected Exit. They will proceed to the designated evacuation muster point for the area they were in at the time of the evacuation order, quickly and quietly. They will also upon request, aid their supervisor in taking role or by being a runner.

12.1. Egress Routes. All employees will become familiar with the location of all posted egress routes of the facility areas that they frequent and will know the primary and secondary egress routes of their work area.

12.2. Evacuation Muster Points. All employees will become familiar with the marked evacuation muster points and will know the primary evacuation muster point of the facility areas that they frequent and for their work area. NO ONE WILL LEAVE AN EVACUATION MUSTER POINT WITHOUT THE EXPRESS PERMISSION OF THE SENIOR EMPLOYEE PRESENT.

12.3. Severe Weather Safe Spots. All employees will become familiar with posted Severe Weather Safe Spots and will know the location of the nearest Severe Weather Safe Spot for the areas that they frequent and their work area. Upon the announcement of severe weather, proceed to the designated safe spot.

12.4. Arrival Actions. Upon arrival at an evacuation muster point, each employee will seek out the senior employee present to assure that they have been accounted for. They will also, upon request, aid area supervisors or managers in taking a role or by being a runner.

12.5. Visitor Escorts. Each visitor at the facility must always be escorted throughout the facility or jobsite by a company employee. The escort will ensure their visitor is escorted to an evacuation muster point or safe spot as required. Upon arrival at an evacuation muster point, the visitor's name will be forwarded to the employee in charge at the evacuation muster point.

13. RECORDKEEPING REQUIREMENTS.

EMA Resources Inc. fully understands that companies with eleven (11) or more employees at any time during the calendar year immediately preceding the current calendar year must comply with the provisions of 29 CFR 1904. Records will be established on a calendar year basis.

13.1. EMA Resources Inc. will report to OSHA, as required by 29 CFR 1904.39, all fatalities, hospitalizations, amputations, and losses of an eye as a result of work-related incidents. Incidents that will be reported to the nearest OSHA Area Office include:

13.1.1. Fatalities within eight hours after the occurrence to one or more employees, and

13.1.2. Within 24 hours of learning of any incident which results in hospitalization, amputation, or loss of an eye of an employee.

13.2. Log and summary of occupational injuries and illnesses. This employer will:

13.2.1. Maintain a log and summary of all recordable occupational injuries and illnesses by calendar year.

13.2.2. Enter each recordable injury and illness on the log and summary as early as practicable but no later than 7 working days after receiving information that a recordable injury or illness has occurred. For this purpose, form OSHA No. 300 or an equivalent which is as readable and comprehensible to a person not familiar with it will be used. The log and summary will be completed in the detail provided in the form and instructions on form OSHA No. 300.

13.3. Supplementary record. In addition to the log of occupational injuries and illnesses (OSHA 300) EMA Resources Inc. will have available for inspection at each of our facilities within 7 working days after receiving information that a recordable case has occurred, a supplementary record for each occupational injury or illness for that establishment. The record will be completed in the detail prescribed in the instructions accompanying Occupational Safety and Health Administration Form OSHA No. 301. Workmen's compensation, insurance, or other reports are acceptable alternative records if they contain the information required by Form OSHA No. 301 (according to OSHA). If no acceptable alternative record is maintained for other purposes, Form OSHA No. 301 will be used or the necessary information will be otherwise maintained.

13.4. Annual summary. EMA Resources Inc. will post an annual summary of occupational injuries and illnesses for each facility under our control. This summary will consist of a copy of the year's totals from the form OSHA No. 300A and the following information from that form:

13.4.1. Calendar year covered.

13.4.2. Company Name and establishment address.

13.4.3. Certification signature, title, and date.

13.4.4. A form OSHA No. 300A will be used in presenting the summary. If no injuries or illnesses occurred in the year, zeros will be entered on the totals line, and the form posted.

13.4.5. The summary will be completed by February 1 of each calendar year. This company, or the officer or employee of EMA Resources Inc. who supervises the preparation of the log and summary of occupational injuries and illnesses, will certify that the annual summary of occupational injuries and illnesses is true and complete. The certification will be accomplished by affixing the signature of the employer, or the officer or employer who supervises the preparation of the annual summary of occupational injuries and illnesses, at the bottom of the last page of the summary.

13.4.6. EMA Resources Inc. will post a copy of the establishment's summary in each facility. The summary covering the previous calendar year will be posted no later than February 1 and will remain in place until April 30. For employees who do not primarily report or work at a fixed site belonging to this company, or who do not report to any fixed site on a regular basis, we will satisfy this posting requirement by presenting or mailing a copy of the summary during the month of February of the following year to each such employee who receives pay during that month. (NOTE: For multi-establishment employers where operations have closed in some establishments during the calendar year, it will not be necessary to post summaries for those establishments).

13.5. Records retention. Records will be retained for 5 years following the end of the year to which they relate.

14. Disciplinary Actions for Willful Unsafe Acts.

Employee safety is paramount at EMA Resources Inc.. The willful commitment of an unsafe act cannot be condoned. Employees who willfully jeopardize their own or coworkers' safety will be disciplined. The type of discipline can range from a verbal warning to dismissal. The Safety Officer, and supervisory personnel in the administrative chain of any employee may give employees a verbal warning for a known unsafe act or procedural, or operational infraction. Disciplinary action other than a release from shift without pay must be reviewed by the company Owner.

14.1. Forms of discipline.

14.1.1. Verbal warning. The company Safety Officer, and supervisory personnel in the administrative chain of any employee may give employees a verbal warning for a known unsafe act or procedural, or operational infraction. A second verbal warning in the same shift will be grounds for release from the current work shift without pay. The immediate supervisor will be consulted in all cases and will make the determination for release.

14.1.2. Written warning. A written warning will be issued automatically for a second verbal warning for an unsafe act. The written warning will become part of the employee's permanent personnel record.

14.1.3. Retraining. It must be considered that the possibility exists that lack of proper training may be a cause of any unsafe act. Supervisors will review the need for employee remedial training in their job skill to enable them to better accomplish their jobs.

14.1.4. Dismissal hearing. The employee concerned will be notified of his or her rights in advance of termination. The option of dismissal will be reviewed by the company Owner before termination. The immediate supervisor will be consulted to determine if a lesser form of discipline is warranted. The employees' rebuttal (if provided) will be considered along with the severity of the act, the supervisor's recommendation and any other supporting information provided at the time of the time of the hearing.

OPERATIONS CENTER

250 Grey Water Road NE
Supply, North Carolina 28462

Mailing Address
P. O. Box 249
Bolivia, North Carolina 28422

Telephone
(910) 253-2657
Fax
(910) 253-4305

COUNTY OF BRUNSWICK, NORTH CAROLINA
PRICING FORM
CONTRACT BIOSOLIDS OPERATIONS FOR WASTEWATER TREATMENT PLANTS

#1: Removal and Disposal of Class A Biosolids $ 0.0895 per gallon

#2: Removal and Disposal of Class B Biosolids $ 0.1095 per gallon

% of Bid Price Attributable to Fuel 10 %

The base fuel price will be established by the Energy Information Administration Diesel Fuel Price for the East Coast of the United States for the week beginning May 30, 2022. This information will be available at the following Web page address: http://www.eia.doe.gov/.

The County will adjust the fuel component of the bid for biosolids disposal by the percentage change in the price for diesel fuel. See ATTACHMENT A of the Specifications for sample calculations.

Client#: 2244171 20EMARES

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: NC Certificate Team	
McGriff Insurance Services Post Office Box 13941 Durham, NC 27709 919 281-4500	PHONE (A/C, No, Ext): 919 281-4500	FAX (A/C, No): 8887468761
	E-MAIL ADDRESS: NCCERTIFICATETEAM@McGriff.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Everest Indemnity Insurance Company	10851
INSURED EMA Resources, Inc. 755 Yadkinville Rd Mocksville, NC 27028	INSURER B : Everest Indemnity Insurance Company	10851
	INSURER C : Everest National Insurance Co	10120
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			EF4ML06594221	05/09/2022	05/09/2023	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY			EF4CA00468221	05/09/2022	05/09/2023	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB OCCUR			EF4CU01629221	05/09/2022	05/09/2023	EACH OCCURRENCE	$6,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$6,000,000
	DED X RETENTION $ $0							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	CONTRACTORS POLLU			EF4ML06594221	05/09/2022	05/06/2023	1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

McKenzie P. Bell

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KVW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/28/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: SUNZ Insurance Solutions, LLC ID: (GMS-SUNZ) c/o Group Management Services Inc PO Box 21044 Eagan, MN 55121	CONTACT NAME: Sharee Andrade		
	PHONE (A/C, No, Ext): 619-253-1385	FAX (A/C, No): 330-659-0555	
	E-MAIL ADDRESS: wccerts@groupmgmt.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : SUNZ Insurance Company		34762
INSURED Group Management Services, Inc. PO Box 21044 Eagan MN 55121	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 66971393 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			WC041-00001-021	10/1/2021	10/1/2022	✓ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Coverage provided for all leased employees but not subcontractors of: EMA Resources INC
Client Effective: 10/01/2021
All work is occurring in NC

CERTIFICATE HOLDER

3172

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Leonard

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EMA Resources, Inc.

Phone 336•751•1441
Fax 336•751•1442

755 Yadkinville Road
Mocksville, NC 27028

Loading Log

Project: _____ **Date:** _____ **WWTP:** _____

Load No.	Vehicle Number	Driver	Meter Start	Meter End	Quantity (gals.) (Tons) (cu. yds.)	Time
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
				Total		

Comments:

White - EMA Corporate / Yellow - EMA Client / Pink - EMA Project

EMA Resources, Inc.

Phone 336•751•1441
Fax 336•751•1442

755 Yadkinville Road
Mocksville, NC 27028

Transportation Log

Project: _____ **Date:** _____

Company Name: _____ **Driver Name:** _____

Vehicle Number: _____ **Hub Meter – Stop:** _____

Hub Meter–Start: _____

Load	WWTP	Quantity (gals.) (tons) (cu. yds.)	Time Out	Time At Field	Landowner	Site No. Number	Field	Zone/Miles
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								
21								
22								
23								
24								
25								

White - EMA Corporate / Yellow - EMA Client / Pink - EMA Sub-Contractor

EMA Resources, Inc.

Phone 336•751•1441
Fax 336•751•1442

755 Yadkinville Road
Mocksville, NC 27028

Application Log for Biosolids

Name: _____ **Project:** _____ **Date:** _____

Applicator No: _____ **Fuel (gal):** _____ **Oil (qt):** _____

Alkaline Stabilization: ☐ Yes ☐ No

Site Conditions:	**Dry**	**Moist**	**Wet**	**Frozen**	**Miles to Field**
Weather Conditions:	**Fair**	**Partly Cloudy**	**Cloudy**	**Rain**	_____
Temperature:	**>90**	**70 - 90**	**32 - 70**	**<32**	_____

Load Number	Vehicle Number	Quantity (gals)(tons)(cu yds)	WWTP	Landowner	Site	Field Number	Acres	Crop	Application Method (S/SI/I)	Time
1										
2										
3										
4										
5										
6										
7										
8										
9										
10										
11										
12										
13										
14										
15										
16										
17										
18										
19										
20										
21										
22										
23										
24										
25										

Comments:

☐ Certified Operator Inspected _____ Signature _____ License Number _____ Operator's Signature

White - EMA Corporate / Yellow - EMA Client / Pink - EMA Project

EMA Resources, Inc.



Providing our municipal and industrial clients with the quality service and personal attention they expect and deserve.

Company Profile



EMA Resources, Inc.'s management staff has over 75 years of combined experience in every aspect of providing residuals management and land application programs for municipalities and industries throughout the Southeastern United States. The management of EMA Resources, Inc. feels strongly that in a time when the residuals management industry is evolving toward large, national providers, or small operators with limited technical expertise, there is a REAL need for companies dedicated to providing select clients with quality service, personal attention, and particular attention to operating every program within the regulatory compliance standards set by the EPA and State Agencies. It is EMA Resources' mission to remain a regional company, which is flexible, responsive, and committed to providing our select clients with the highest quality service they expect and deserve. Our industry knowledge and hands-on approach will allow us to provide innovative and cost effective solutions to any of our clients' residuals management needs.

This vision has proven successful for EMA Resources, Inc. and our select clients. EMA Resources, Inc. has remained steadfast in our philosophy of managed growth, which has allowed us to remain flexible, responsive, and committed to providing our clients with the highest quality of service they expect and deserve.

EMA Resources, Inc. provides a wide range of services in providing our municipal and industrial clients with "Turn-key" Residuals Management Programs. The following is a list of services EMA Resources, Inc. provides:

- Liquid Residuals Transportation & Land Application
- Dewatered Residuals Transportation & Land Application
- Marketing & Distribution
- All Monitoring and Reporting
- Sampling & Analysis
- Permitting Services
- Alkaline Stabilization and Certification Services
- Mobile Mechanical Dewatering Services
- Lagoon Cleanout Services
- Lagoon Dredging Services
- Digester Cleaning Services
- Nutrient Management Planning
- Feasibility Studies & Consulting
- Pump Station Transfer / Bypass
- Design, Build and Operate Facilities
- Landfill Disposal / Transportation Logistics

Quality Service • Personal A

Featured Services

Land Application

Whether it is liquid or dewatered cake, the beneficial reuse of residuals through land application is the most cost effective management option available to municipal/ industrial facilities. Programs are custom designed to meet the generators, farmers and regulatory agencies requirements, while assuring environmental compliance. Turn-key programs include permitting, sampling & analysis, nutrient management planning, transportation & field operations, and monthly & annual reporting.





Dewatering Services

EMA offers mobile dewatering of residuals on an event basis during lagoon & digester cleaning. Additionally seasonal or emergency dewatering services can be provided upon request. Management options for the dewatered residuals are determined by the waste characteristics and facility location. EMA offers long term dewatering alternatives through our design build operate program for permanent facilities. We have the most efficient/modern equipment available to us including low tech dewatering boxes, new generation belt filter presses and high speed centrifuges. Each project has a comprehensive polymer study completed to assure the most cost effective pricing available.

Lagoon Cleaning/Dredging

EMA offers lagoon cleaning utilizing pto slurry pumps or dredges dependent on the lagoon size and depth. Each cleanout takes into account whether a lagoon can be isolated for residuals removal or must stay in operation during the event. Reliant upon the waste characteristics, solidification with bulking agent or special polymers coupled with excavation of residuals may be a removal alternative. Each project is evaluated to provide the customer the most cost effective management option available.





Transportation Logistics

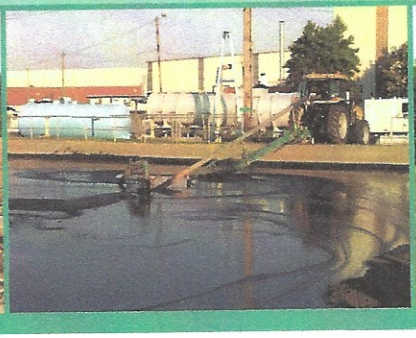
EMA offers a wide array of transportation services of residuals, beginning with turn-key land application programs of liquid or dewatered cake, pump station by-passes/transfers, interplant transfers, landfill disposal and solidification services. Let us provide you with a transportation plan designed specifically for your program.

ntion • Environmental Integrity

EMA Resources, Inc.

Phone (336) 751-1441 • Fax (336) 751-1442
755 Yadkinville Road • Mocksville, NC 27028
www.emaresourcesinc.com






APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 19, 2019

Action Item # V. - 22.

From:
Donald Dixon

Utilities - Biosolids Operations Contract for Wastewater Treatment Plants Bio-Green Services, Inc.

Issue/Action Requested:
Request that the Board of Commissioners approve and award, in the amount of approximately $375,000 per year, the contract biosolids operations for the Brunswick County Wastewater Treatment Plants to Bio-Green Services, Inc.

Background/Purpose of Request:
Brunswick County submitted a Request for Proposals to companies that have the capability to provide wastewater biosolids hauling and disposal. The county generates approximately 8.2 million gallons of wastewater biosolids yearly. The county is permitted by the North Carolina Department of Environmental Quality (NC DEQ) for land application of the wastewater biosolids on local farmlands. The farmers utilize the biosolids as a supplemental source of fertilizer for their crops. Brunswick County Public Utilities is also developing its own land application program for distribution of biosolids on county-owned land.

The county provided proposals to seven (7) firms and received proposals from two (2) firms. Bio-Green Services, Inc., submitted the lowest bid and demonstrated the ability to meet the scheduling requirements required by the county for the contract wastewater biosolids operations. The price for each type of biosolids generated at the county's five (5) wastewater treatment plants is as follows:

$0.045 per gallon for Class "A" Biosolids

$0.049 per gallon for Class "B" Biosolids

Bio-Green Services, Inc., indicated that 15% of the bid was attributable to the price of fuel.

County staff recommends that the Board of Commissioners award the contract wastewater biosolids operations for the county's wastewater treatment plants to Bio-Green Services, Inc. Based upon previous years biosolids operations the average annual compensation for this service will be approximately $375,000.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in the current budget

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve and award, in the amount of approximately $375,000

per year, the contract biosolids operations for the Brunswick County Wastewater Treatment Plants to Bio-Green Services, Inc.

ATTACHMENTS:

Description

- Utilities - Bio-Green Services Agreement - Attach 1

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NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Bio-Green Services, Inc., (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") and the agreed upon fees for said Services are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 08/19/2019 (the "Effective Date") and continues in effect until 07/31/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

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d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

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9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

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14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

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of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

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information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

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of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

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the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: Bio-Green Services, Inc.
383 Potts Road
Advance, NC 27006

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32. 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.

ATTEST:

DocuSigned by:
Andrea White
F0D8C8FFE65E475...
Clerk to the Board

BRUNSWICK COUNTY

By: DocuSigned by:
D84766B9180047B...
Frank Williams
Chairman

[SEAL]

BIO-GREEN SERVICES, INC.

By: DocuSigned by:
Sherrill Gambill
2489751C712347E...

Printed Name: Sherrill Gambill

Title: President

Date: 8/8/2019

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

DocuSigned by:
Julie A. Miller
02290718CD1D4B2...
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Robert V. Shaver, Jr.
3876116C174D4A8...
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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EXHIBIT "A"
SCOPE OF SERVICES/PROPOSAL FORM

Scope of Services

Provider shall be responsible for the removal of wastewater biosolids at the facilities designated below, and Provider shall transport the wastewater biosolids to currently permitted NC DWR land application sites (WQ0034468 for Class "A" and WQ0034513 for Class "B"). The County is the permitted entity for all current application sites. The County will supply the Provider with contact information for each landowner and available acreages for each site. It will be the Provider's responsibility to establish an agreement with each individual landowner prior to disposal. If the Provider is unable to reach an agreement with the landowner to dispose of biosolids it will be the Provider's responsibility to secure (at its sole cost and expense) equal capacity (acres) as to continue operations at currently permitted tonnages. Provider is solely responsible for ensuring that land application methods and land application rates are in conformance with applicable NC DWR Permits and Regulations. Provider shall also be responsible for supplying both the Operator in Responsible Charge (ORC) and Back-Up ORC for all disposal operations.

Should Provider wish to comingle biosolids from the various facilities, documentation from DWR will be required before proceeding. The County will be responsible for performing the required TCLP/RCI on the wastewater biosolids from each facility. Copies of the results will be provided to Provider.

Provider shall provide County a 72-hour response time from notification of anticipated biosolids removal. This would entail having equipment on-site and proceeding with stabilization (if necessary) and or removal of biosolids within 72 hours of notification by County personnel. The 72-hour notification is only during the normal work week of Monday through Friday. Any weekend work will be defined as an emergency and must be mutually agreed upon by both parties.

Provider shall be responsible for all equipment and chemicals needed to stabilize Class "B" biosolids for transportation and disposal in conformance with NC DWR regulations. If Provider elects to stabilize Class "A" biosolids, Provider shall also be responsible for all equipment and chemicals necessary to stabilize the biosolids.

Both the Northeast Brunswick Regional and West Brunswick Regional Facilities utilize the Auto Thermal Thermophilic Aerobic Digestion (ATAD) as a means for stabilization. Mechanical dewatering (if utilized) may be more complex than with traditional aerobically digested biosolids.

Provider shall provide a plan of contingency capabilities. In the event of natural disasters, emergency operations, etc., Provider shall provide a list of alternative removal capabilities in the event land application sites are unusable. This should include ability to dewater, press, etc., as to keep the wastewater treatment plants operating within DWR requirements.

Provider must provide a monthly report of biosolids removed from each facility. It will be the Provider's responsibility to contact appropriate plant personnel (Superintendent or Chief Operators) to confirm biosolids volumes leaving each site. A daily logbook must be maintained at each site for County and Provider personnel to utilize. County personnel will assist Provider in the administration of laboratory testing for pH control (if needed). County will provide Provider laboratory data of biosolids analysis prior to first removal; additional sampling to meet Class A criteria (if applicable) will also be provided.

The method of calculating the volume of gallons hauled from a plant shall be either a calibrated meter on the discharge line from the biosolids holding tank or volume removed from the tank. A determination of

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the tank volume (based upon dimensions) will be agreed upon prior to first haul. If using the volume method, the initial volume in tank and post haul volume readings will be recorded and verified by both owner and Provider. It will be Provider's responsibility to ensure appropriate plant personnel verify these readings. Billing will be made directly from the volumes determined to have been removed.

Provider shall be required to perform its duties within normal plant operational hours. These hours are 7:00 a.m. - 3:30 p.m. Monday-Friday. Arrangements may be made to haul outside of normal business hours by approval of the Wastewater Superintendent. In the event of an emergency, plant personnel will be made available to assist Provider with access to each site. An emergency would be deemed only after contact and agreement with the Wastewater Superintendent or Chief Operator of the respective facility. Provider will not be allowed on-site without a County personnel escort.

Provider shall be responsible for any fines imposed by DWR related to improper operation of its equipment. Provider shall also be responsible for clean-up of any associated liquid spill, bag/trash removal, and general policing of area after biosolids removal. The County reserves the right to seek services of another provider if the above performance measures are not met. Brunswick County will only pay costs that have been agreed upon in this Agreement.

County Wastewater Treatment Facilities (WWTFs)

Northeast Brunswick Regional (NC0086819) - Located in the town of Navassa and has an annual biosolids production rate of approximately 1.3 MGY of Class A material. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 670K gallons and can be pumped out via a jet transfer pump.

West Brunswick Regional (WQ0023693) - Located in Supply and has an annual biosolids production rate of approximately 3.0 MGY of Class A biosolids. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 450K gallons and can be pumped out via a jet transfer pump.

Carolina Shores (NC00044873) - Located in the town of Carolina Shores and has an annual biosolids production rate of approximately .550 MGY of Class B material. The biosolids storage capacity at this facility is approximately 72K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Sea Trail (WQ0012748) - Located near the town of Sunset Beach and has an annual biosolids production rate of approximately .385 MGY of Class B material. The biosolids storage capacity at this facility is approximately 55K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Ocean Isle Beach (WQ0006085) - Located in the town of Ocean Isle Beach and has an annual biosolids production rate of approximately .450 MGY of Class B material. The biosolids storage capacity at this facility is approximately 420K gallons. Biosolids removal is achieved by either in-basin pumps or vacuum removal.

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BRUNSWICK COUNTY PUBLIC UTILITIES
OPERATIONS CENTER

250 GREY WATER ROAD NE
SUPPLY, NORTH CAROLINA 28462

MAILING ADDRESS
P. O. BOX 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE
(910) 253-2657
FAX
(910) 253-4305

COUNTY OF BRUNSWICK, NORTH CAROLINA
PROPOSAL FORM
CONTRACT BIOSOLIDS OPERATIONS FOR WASTEWATER TREATMENT PLANTS

#1: Removal and Disposal of Class "A" Biosolids $ 0.045 per gallon

#2: Removal and Disposal of Class "B" Biosolids $ 0.049 per gallon

% of Bid Price Attributable to Fuel 15 %

The base fuel price will be established by the Energy Information Administration Diesel Fuel Price for the East Coast of the United States for the week of July 22-26, 2019. This information will be available at the following Web page address: http://www.eia.doe.gov/

The County will adjust the fuel component of the bid for biosolids disposal by the percentage change in the price for diesel fuel. See ATTACHMENT A of the Specifications for sample calculations.

The terms of this contract will be through July 31, 2022. This contract may be renewed upon mutual agreement by both parties on an annual basis following the initial contract period.

COMPANY NAME, ADDRESS, TELEPHONE: Bio-Green Services, Inc.

383 Potts Rd Advance NC 27006

AUTHORIZED SIGNATURE

Sherrill Gambill, President
PRINTED NAME OF ABOVE & TITLE

7/28/19
DATE

End

Of

Original

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NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

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WITNESSETH:

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The term of this Agreement begins on 08/19/2019 (the "Effective Date") and continues in effect until 07/31/2022, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were

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appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

The County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, the County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, the County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and the Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

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d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

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9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

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14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, the County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court

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of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future

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information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent

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of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

28. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as

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the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: Bio-Green Services, Inc.
383 Potts Road
Advance, NC 27006

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32. 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.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Frank Williams
Chairman

[SEAL]

BIO-GREEN SERVICES, INC.

By: DocuSigned by: Sherrill Gambill
2489751C712347E...

Printed Name: Sherrill Gambill

Title: President

Date: 8/8/2019

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

DocuSigned by: Julie A. Miller
02299718CD1D4B2...
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by: Robert V. Shaver, Jr.
3876146C174D4A8...
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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EXHIBIT "A"
SCOPE OF SERVICES/PROPOSAL FORM

Scope of Services

Provider shall be responsible for the removal of wastewater biosolids at the facilities designated below, and Provider shall transport the wastewater biosolids to currently permitted NC DWR land application sites (WQ0034468 for Class "A" and WQ0034513 for Class "B"). The County is the permitted entity for all current application sites. The County will supply the Provider with contact information for each landowner and available acreages for each site. It will be the Provider's responsibility to establish an agreement with each individual landowner prior to disposal. If the Provider is unable to reach an agreement with the landowner to dispose of biosolids it will be the Provider's responsibility to secure (at its sole cost and expense) equal capacity (acres) as to continue operations at currently permitted tonnages. Provider is solely responsible for ensuring that land application methods and land application rates are in conformance with applicable NC DWR Permits and Regulations. Provider shall also be responsible for supplying both the Operator in Responsible Charge (ORC) and Back-Up ORC for all disposal operations.

Should Provider wish to comingle biosolids from the various facilities, documentation from DWR will be required before proceeding. The County will be responsible for performing the required TCLP/RCI on the wastewater biosolids from each facility. Copies of the results will be provided to Provider.

Provider shall provide County a 72-hour response time from notification of anticipated biosolids removal. This would entail having equipment on-site and proceeding with stabilization (if necessary) and or removal of biosolids within 72 hours of notification by County personnel. The 72-hour notification is only during the normal work week of Monday through Friday. Any weekend work will be defined as an emergency and must be mutually agreed upon by both parties.

Provider shall be responsible for all equipment and chemicals needed to stabilize Class "B" biosolids for transportation and disposal in conformance with NC DWR regulations. If Provider elects to stabilize Class "A" biosolids, Provider shall also be responsible for all equipment and chemicals necessary to stabilize the biosolids.

Both the Northeast Brunswick Regional and West Brunswick Regional Facilities utilize the Auto Thermal Thermophilic Aerobic Digestion (ATAD) as a means for stabilization. Mechanical dewatering (if utilized) may be more complex than with traditional aerobically digested biosolids.

Provider shall provide a plan of contingency capabilities. In the event of natural disasters, emergency operations, etc., Provider shall provide a list of alternative removal capabilities in the event land application sites are unusable. This should include ability to dewater, press, etc., as to keep the wastewater treatment plants operating within DWR requirements.

Provider must provide a monthly report of biosolids removed from each facility. It will be the Provider's responsibility to contact appropriate plant personnel (Superintendent or Chief Operators) to confirm biosolids volumes leaving each site. A daily logbook must be maintained at each site for County and Provider personnel to utilize. County personnel will assist Provider in the administration of laboratory testing for pH control (if needed). County will provide Provider laboratory data of biosolids analysis prior to first removal; additional sampling to meet Class A criteria (if applicable) will also be provided.

The method of calculating the volume of gallons hauled from a plant shall be either a calibrated meter on the discharge line from the biosolids holding tank or volume removed from the tank. A determination of

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the tank volume (based upon dimensions) will be agreed upon prior to first haul. If using the volume method, the initial volume in tank and post haul volume readings will be recorded and verified by both owner and Provider. It will be Provider's responsibility to ensure appropriate plant personnel verify these readings. Billing will be made directly from the volumes determined to have been removed.

Provider shall be required to perform its duties within normal plant operational hours. These hours are 7:00 a.m. - 3:30 p.m. Monday-Friday. Arrangements may be made to haul outside of normal business hours by approval of the Wastewater Superintendent. In the event of an emergency, plant personnel will be made available to assist Provider with access to each site. An emergency would be deemed only after contact and agreement with the Wastewater Superintendent or Chief Operator of the respective facility. Provider will not be allowed on-site without a County personnel escort.

Provider shall be responsible for any fines imposed by DWR related to improper operation of its equipment. Provider shall also be responsible for clean-up of any associated liquid spill, bag/trash removal, and general policing of area after biosolids removal. The County reserves the right to seek services of another provider if the above performance measures are not met. Brunswick County will only pay costs that have been agreed upon in this Agreement.

County Wastewater Treatment Facilities (WWTFs)

Northeast Brunswick Regional (NC0086819) - Located in the town of Navassa and has an annual biosolids production rate of approximately 1.3 MGY of Class A material. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 670K gallons and can be pumped out via a jet transfer pump.

West Brunswick Regional (WQ0023693) - Located in Supply and has an annual biosolids production rate of approximately 3.0 MGY of Class A biosolids. There is also an associated Class B permit for the facility. The biosolids storage capacity at this facility is approximately 450K gallons and can be pumped out via a jet transfer pump.

Carolina Shores (NC00044873) - Located in the town of Carolina Shores and has an annual biosolids production rate of approximately .550 MGY of Class B material. The biosolids storage capacity at this facility is approximately 72K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Sea Trail (WQ0012748) - Located near the town of Sunset Beach and has an annual biosolids production rate of approximately .385 MGY of Class B material. The biosolids storage capacity at this facility is approximately 55K gallons. Biosolids removal is achieved by both gravity and vacuum removal.

Ocean Isle Beach (WQ0006085) - Located in the town of Ocean Isle Beach and has an annual biosolids production rate of approximately .450 MGY of Class B material. The biosolids storage capacity at this facility is approximately 420K gallons. Biosolids removal is achieved by either in-basin pumps or vacuum removal.

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BRUNSWICK COUNTY PUBLIC UTILITIES
OPERATIONS CENTER

250 GREY WATER ROAD NE
SUPPLY, NORTH CAROLINA 28462

MAILING ADDRESS
P. O. BOX 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE
(910) 253-2657
FAX
(910) 253-4305

COUNTY OF BRUNSWICK, NORTH CAROLINA
PROPOSAL FORM
CONTRACT BIOSOLIDS OPERATIONS FOR WASTEWATER TREATMENT PLANTS

#1: Removal and Disposal of Class "A" Biosolids $ 0.045 per gallon

#2: Removal and Disposal of Class "B" Biosolids $ 0.049 per gallon

% of Bid Price Attributable to Fuel 15 %

The base fuel price will be established by the Energy Information Administration Diesel Fuel Price for the East Coast of the United States for the week of July 22-26, 2019. This information will be available at the following Web page address: http://www.eia.doe.gov/

The County will adjust the fuel component of the bid for biosolids disposal by the percentage change in the price for diesel fuel. See ATTACHMENT A of the Specifications for sample calculations.

The terms of this contract will be through July 31, 2022. This contract may be renewed upon mutual agreement by both parties on an annual basis following the initial contract period.

COMPANY NAME, ADDRESS, TELEPHONE: Bio-Green Services, Inc.

383 Potts Rd Advance NC 27006

AUTHORIZED SIGNATURE

Sherrill Gambill, President
PRINTED NAME OF ABOVE & TITLE

7/28/19
DATE

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NORTH CAROLINA

SERVICES AGREEMENT

BRUNSWICK COUNTY

THIS SERVICES AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and EMA Resources, Inc., (hereinafter referred to as "Provider"), party of the second part.

WITNESSETH:

1. SERVICES; FEES

The services to be performed under this Agreement (hereinafter referred to collectively as "Services") are set forth in the Request for Proposals entitled "Contract Operations for Biosolids Removal and Disposal from the Brunswick County Wastewater Treatment Facilities," as published by Brunswick County on May 4, 2022, and any addenda thereto, and in Provider's Proposal, as submitted, dated June 8, 2022, all of which are hereby incorporated by reference as if fully set forth herein. The agreed upon fees for said Services are set forth on the Pricing Form attached hereto as Exhibit "A" and Attachment A thereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT AND TERMINATION

The term of this Agreement begins on 08/15/2022 (the "Effective Date") and continues in effect for an initial term until 08/14/2023, unless sooner terminated as provided for herein. The initial term shall be followed by two (2) successive options to renew for one (1) year each. Each renewal option is to be exercised automatically unless either party gives notice of its intent not to renew at least sixty (60) days prior to the end of the then-current term. County may terminate this Agreement at any time without cause by giving sixty (60) days' written notice to Provider. As soon as practicable after receipt of a written notice of termination without cause, Provider shall submit a statement to County showing in detail the work performed under this Agreement through the effective date of termination. County may terminate this Agreement for cause by giving written notice of a breach of the Agreement. Provider shall have fifteen (15) days to cure the breach following receipt of the notification. Failure to cure the breach within the fifteen (15) days shall result in the immediate termination of the Agreement. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Provider if Provider becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Provider, or has a receiver or trustee appointed for substantially all of its property, or if Provider allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

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3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by County to make payments under this Agreement for a given fiscal year, County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, will promptly notify Provider of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

County agrees to pay fees as specified in Exhibit "A" or as set out above for the Services satisfactorily performed in accordance with this Agreement. Unless otherwise specified, Provider shall submit monthly invoices to County and include detail of all Services delivered or performed under the terms of this Agreement. County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges on any invoice received from Provider, County shall inform Provider in writing of the disputed charges. Once the dispute has been resolved, Provider shall re-invoice County for the previously disputed charges, and, per any resolution between County and Provider, County shall pay those charges in full at that time. No advance payment shall be made for the Services to be performed by Provider under this Agreement.

5. INDEPENDENT CONTRACTOR

Both County and Provider agree that Provider shall act as an independent contractor and shall not represent itself as an agent or employee of County for any purpose in the performance of its duties under this Agreement. Provider represents that it has or will secure, at its own expense, all personnel required in performing the Services under this Agreement. Accordingly, Provider shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Provider shall not be entitled to participate in any plans, arrangements or distributions by County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Provider is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Provider hereby acknowledges that all payments hereunder are gross payments, and Provider is responsible for all income taxes and social security payments thereon.

6. PROVIDER REPRESENTATIONS

a. Provider is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

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b. Provider has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Provider to enter into and perform its obligations under this Agreement;

d. In connection with Provider's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Provider shall not violate any agreement with any third party by entering into or performing the Services under this Agreement;

f. Provider will perform all Services in conformity with the specifications and requirements of this Agreement;

g. The Services provided by Provider under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);

h. Provider shall exercise reasonable care and diligence when performing the Services hereunder and will ensure that it adheres to the highest generally accepted standards in the industry when performing said Services;

i. Provider acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the Services, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and

j. Provider shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

7. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Provider shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data arising out of the negligent or willful act or omission of Provider or its subcontractors. In the event that Provider causes damage to the County's equipment or facilities, Provider shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

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8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Provider or its Services, and Provider is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Provider may list County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Provider acknowledges that County is not obligated to contract solely with Provider for the Services covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Provider hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Provider hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Provider must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. INDEMNIFICATION

Provider shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Provider, its employees or agents. Provider further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Provider shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

13. INSURANCE

Provider shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, Professional Liability and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Workers' Compensation, if applicable, and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder.

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Provider shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Provider shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

14. WORKERS' COMPENSATION

To the extent required by law, Provider shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Provider is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Provider shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Provider's obligations under this Agreement.

Provider agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

15. REMEDIES

a. **RIGHT TO COVER.** If Provider fails to meet any completion date or resolution time set forth, due to no fault of County, County may take any of the following actions with or without terminating this Agreement, and in addition to, and without limiting, any other remedies it may have:

   i. Employ such means as it may deem advisable and appropriate to perform itself or obtain the Services from a third party until the matter is resolved and Provider is again able to resume performance under this Agreement; and

   ii. Deduct any and all expenses incurred by County in obtaining or performing the Services from any money then due or to become due Provider and, should the County's cost of obtaining or performing the Services exceed the amount due Provider, collect the amount due from Provider.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Provider fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

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d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Provider, notwithstanding anything to the contrary in this Agreement, Provider agrees that it will not terminate this Agreement or suspend or limit any Services or warranties, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

16. TAXES

Provider shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Provider shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

17. HEALTH AND SAFETY

Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with performing the Services. Provider shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with performing the Services and other persons who may be affected thereby.

18. NON-DISCRIMINATION IN EMPLOYMENT

Provider shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Provider shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Provider is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Provider may be declared ineligible for further County agreements.

19. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Provider understands that it is a requirement of this Agreement that Provider and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Provider agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland

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Security, and Provider shall require its subcontractors to do the same. Upon request, Provider agrees to provide County with an affidavit of compliance or exemption.

20. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

21. OWNERSHIP OF WORK PRODUCT

Should Provider's performance under this Agreement generate documents or other work product that are specific to the Services hereunder, such documents or work product shall become

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the property of County and may be used by County on other projects without additional compensation to Provider.

22. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

23. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

24. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

25. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

26. NON-WAIVER

Failure by County at any time to require the performance by Provider of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

27. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

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28. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

29. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

30. AMENDMENTS

No amendments or changes to this Agreement, or additional Proposals or Statements of Work, shall be valid unless in writing and signed by authorized agents of both Provider and County.

31. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Provider: EMA Resources, Inc.
755 Yadkinville Road
Mocksville, NC 27028

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32. 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 § 66-58.1 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.

ATTEST:

_____
Clerk to the Board

BRUNSWICK COUNTY

By: _____
Chairman, Board of Commissioners

[SEAL]

EMA RESOURCES, INC.

By: Erik Blankenship

Printed Name: Erik Blankenship

Title: President

Date: 8/8/2022

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

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EXHIBIT "A"

OPERATIONS CENTER
250 GREY WATER ROAD NE
SUPPLY, NORTH CAROLINA 28462

MAILING ADDRESS
P. O. BOX 249
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE
(910) 253-2657
FAX
(910) 253-4305

COUNTY OF BRUNSWICK, NORTH CAROLINA
PRICING FORM
CONTRACT BIOSOLIDS OPERATIONS FOR WASTEWATER TREATMENT PLANTS

#1: Removal and Disposal of Class A Biosolids	$ 0.0895 per gallon
#2: Removal and Disposal of Class B Biosolids	$ 0.1095 per gallon
% of Bid Price Attributable to Fuel	10 %

The base fuel price will be established by the Energy Information Administration Diesel Fuel Price for the East Coast of the United States for the week beginning May 30, 2022. This information will be available at the following Web page address: http://www.eia.doe.gov/.

The County will adjust the fuel component of the bid for biosolids disposal by the percentage change in the price for diesel fuel. See ATTACHMENT A of the Specifications for sample calculations.

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ATTACHMENT A

Fuel Surcharge Data Sheet Associated with Biosolids Removal and Disposal from the Brunswick County Wastewater Treatment Facilities

Fuel Data Provided by U.S. Government, Energy Information Administration

The Energy Information Administration provides Diesel Fuel Prices for the East Coast weekly. Proposals for removal and disposal of biosolids should be based upon these fuel cost averages for the week beginning May 30, 2022. This price should be used in calculating price. The percentage of the price attributable to fuel cost will be adjusted based upon a change in the price of on-road diesel fuel shown on this report. The fuel price will be adjusted based upon when the biosolids were transported from the wastewater treatment plant.

EXAMPLE

Company A proposes $ 0.10 per gallon for transportation and disposal of Class A Wastewater Biosolids. Company A indicates that 20% of their proposal is attributable to fuel costs. Diesel fuel on the day of the proposal according to the Energy Information Administration was $3.50 per gallon.

Case 1

Company A hauls 30,000 gallons of Class A biosolids in the month after being awarded the contract. Diesel fuel has now increased to $4.00 per gallon. The price per gallon would be adjusted as follows:

Price Per Gallon Attributable to Fuel	20% x $0.10 = $0.02
Fuel Adjustment	$4.00/$3.50 *$0.02 = .0228
Price Per Gallon Paid for Class A Biosolids	$0.1028
Total Bill for Biosolids Hauled	30,000 x $0.1028 = $3,084.00

Case 2

Company A hauls 30,000 gallons of Class A biosolids on month after being awarded the contract. Diesel fuel has now decreased to $3.00 per gallon. The price per gallon would be adjusted as follows:

Price Per Gallon Attributable to Fuel	20% x $0.10 = $0.02
Fuel Adjustment	$3.00/$3.50 *$0.02 = .0171
Price Per Gallon Paid for Class A Biosolids	$0.0971
Total Bill for Biosolids Hauled	30,000 x $0.0971= $2,913.00

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 11.
Utilities - Grinder Pump Package Contract Approval - Crane (Donald Dixon - Deputy Director)

From:
Donald Dixon

Issue/Action Requested:

Background/Purpose of Request:
Crane Pumps and Systems has been the provider of the Barnes Grinder packages since an invitation to bid was advertised and 11 sealed bids were received in accordance with NCGS 143-129 from equipment providers for grinder pump packages meeting the County specifications (Invitation to Bid & Bid Tabulation attached). The original bid was submitted by Parts, Pumps and Service Inc. as the distributor, representing the manufacturer-Crane Pumps and Systems the manufacturer of the Barnes Grinder pump packages.

These grinder packages, along with Myers and Liberty, are also listed within the Approved Product List (APL) originally approved by the Board of Commissioners on 11/9/2012 with the latest revision dated 06/03/2019 (attached). Products listed within the APL provide both standardization and compatibility for installation and maintenance within the existing sewer system. Additionally, this product is only available from a single manufacturer and is approved by way of resolution for purchase as a specialty product under bidding exceptions first approved at the August 5, 2019, Board of Commissioners Meeting (attached). Per the Brunswick County Purchasing Policy Section 9.4.1-Sole Source, Public Utilities is submitting a resolution for bidding exception as the policy requires Board approval every 3 years (resolution attached). The resolution and agenda item was presented for approval earlier in this 08/15/2022 Board Meeting.

Public Utilities has utilized the Crane Pumps and Systems - Barnes grinder pump packages across the County for new installations for many years. In recent years, due to changes within the company structure, purchase orders for these grinder pump packages have been issued to Crane Pumps System directly. Staff recommends approval of a contract with Crane Pumps and Systems for the continued purchase of Barnes Grinder Pump packages.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in current budget

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a contract with Crane Pumps and Systems for purchase of grinder pump packages.

ATTACHMENTS:

Description

- Utilities - Crane Bid Tabulation - Attach 1
- Utilities - Approved Products List - Attach 2
- Supplier Agreement

COUNTY OF BRUNSWICK

ADVERTISEMENT FOR BIDS
Grinder Pump Station Packages

Pursuant to General Statutes of North Carolina, Section 143-129 as amended, sealed bids will be received for the purchase of the following: ***Grinder Pump Station Packages***

Each supplier submitting grinder pump station packages shall provide the appropriate **pre-approval bid submittal packet no later than 3:00 p.m. on Tuesday, September 7, 2010** (our office is closed Monday, September 6, 2010). Failure to provide a complete and thorough bid submittal by this date shall render their pre-approval request non-responsive and will not be considered. **Bids will be received from pre-approved suppliers by the County of Brunswick until 3:00 p.m. on Thursday, September 23, 2010**, in the Office of Public Utilities Administration, Utilities Operations Center, 250 Grey Water Road NE, Supply, North Carolina, and publicly opened and read aloud shortly thereafter.

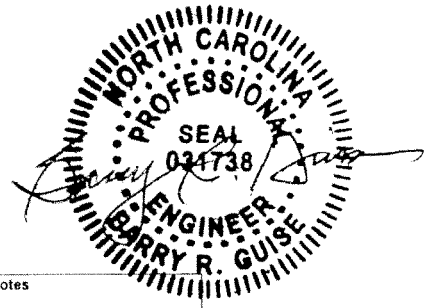
All bids must be in a sealed envelope marked **BRUNSWICK COUNTY GRINDER PUMP STATION PACKAGES**. Bids not so marked may not be considered and may be returned to the sender unopened. The bid should also clearly indicate the name and address of the firm submitting the proposal.

Pre-approval bid submittal packets and bid delivery information:

Post Office Delivery
Brunswick County
Public Utilities Administration
Attention: Grinder Pump Station Packages
P. O. Box 249
Bolivia, NC 28422

Alternate Shipping Service or Hand Delivery
Brunswick County
Public Utilities Administration
Utilities Operations Center
Attention: Grinder Pump Station Packages
250 Grey Water Road NE
Supply, NC 28462

Specifications may be obtained from the Brunswick County Public Utilities Administration Department, Utilities Operations Center, 250 Grey Water Road NE, Supply, NC (P. O. Box 249, Bolivia, NC 28422); (910) 253-2657, or from our Web site at <www.brunswickcountync.gov>. The County of Brunswick reserves the right to reject any and all bids.



GRINDER PUMP STATION PACKAGES
BRUNSWICK COUNTY PUBLIC UTILITIES
DATE: September 23, 2010; 3:00 p.m.
BID TABULATION FORM

Certified Bid Tabulation

Company Name	License Number	Bid Security	Item 1 (Base bid per each - no tax)	Item 2 (Base bid per each - no tax)	Item 3 (Base bid per each - no tax)	Notes
			Simplex Low Head	Duplex High Head	Duplex High Head	
Cregger Company, Inc. (Little Giant)	Not Applicable	Not Applicable	$5,046.76	$5,046.76	$10,410.91	Delivery 3 weeks. Warranty24 months.
Cregger Company, Inc.	Not Applicable	Not Applicable				No Second Package Submitted.
Environment One Corporation *	Not Applicable	Not Applicable	$2,987.00	$2,987.00	$6,174.00	Delivery 5-6 weeks. Warranty 24 months; extended parts and labor 36 months.
The 419 Group, LLC (Homa)	Not Applicable	Not Applicable	$2,272.00	$3,172.00	$7,572.00	Delivery 5 weeks. Warranty 24 months; not exceeding 30 months from manufacture.
HD Supply Waterworks (Flygt)	Not Applicable	Not Applicable	$2,915.79	$2,915.79	$6,772.63	Delivery 14 weeks. Warranty 24 months from install. 30 months from invoice. All material 24 months from install.
Longley Supply Company (Liberty)	Not Applicable	Not Applicable	$3,297.52	$3,297.52	$4,545.37	Delivery 2 weeks. Warranty 24 months from install.
Parts, Pumps, & Service, Inc. (Crane/Barnes)	Not Applicable	Not Applicable	$2,379.00	$2,495.00	$4,477.00	Delivery 7-9 weeks. Warranty 36 months.
Pete Duty & Associates, Inc. (ADS)	Not Applicable	Not Applicable	$2,489.00	$2,645.00	$5,646.00	Delivery 3-4 weeks. Warranty 24 months.
Preferred Sources, Inc. (Myers)	Not Applicable	Not Applicable	$2,678.00 /WGL20-21	$2,679.00 /MGH200-21	$5,329.00 /MGH200-21	Delivery 4 weeks (minimum 15 units/shipment). Warranty 24 months from install. 30 months from date of receipt of purchase.
Preferred Sources, Inc. (Myers)	Not Applicable	Not Applicable	$2,678.00 /WGL20-21	$2,728.00 /MGPD200-21	$5,427.00 /MGPD200-21	Delivery 4 weeks (minimum 15 units/shipment). Warranty 24 months from install. 30 months from date of receipt of purchase.
Southeast Sewer Fabrication (Zoeller)	Not Applicable	Not Applicable	$3,026.32	$3,236.84	$4,500.00	Unassembled. Delivery 1st order 2-3 weeks. Warranty 24 months plus in-warehouse of 6 months for total 30 months from invoice date.

* Eone Pump

Prepared By: Barry R. Guise, PE

Revision 1.08

Approved 06/03/19

APPROVED PRODUCTS LIST
Brunswick County, NC

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
Submersible Solids-handling Sewer Pumps	• Myers • Barnes • Flygt • Fairbanks-Morse • ABS	Compatibility with control systems and mechanical systems.	Cost savings and improved process. Limits inventory, limits required staff training, facilitates repairs, and ensures compatibility with rail systems and control systems.
Grinder Pump Station Packages	• Barnes • Myers • Liberty	Compatibility with control systems, mechanical systems, and system pressures.	Cost savings and improved process. Limits inventory, limits required staff training, facilitates repairs, and ensures compatibility with rail systems and control systems.
Air Release Valves for Sewer	• ARI D-025 Combination Air Release/ Vacuum Valve	Compatible with existing piping layout and space constraints.	Cost savings and improved process. Limits inventory, limits required staff training, and facilitates repairs.
High Service Water System Pumps	• Aurora	Same-day shipping from within United States, compatibility with existing control systems, mechanical systems, system pressures, and space constraints.	Cost savings and improved process. Reduces down-time for critical system components, limits inventory, limits required staff training, facilitates repairs, and facilitates pump interchangeability.
Fire Hydrants	• Mueller "Centurion" • American Darling "MK-73" • Clow "Medallion"	Compatible with existing piping layout and space constraints. Immediately repairable with stocked inventory.	Cost savings and improved process. Limits inventory, limits required staff training, and facilitates repairs.
Water Meters (potable water)	• Sensus • Elster	Compatible with billing software, Sensus RadioRead AMI software, and Sensus Protocol. Compatible with	Cost savings and improved process. Limits inventory, limits required staff training, facilitates repairs, and

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		existing piping layout and space constraints.	ensures compatibility with Sensus AMI system.
Meter Boxes (1" meter & Smaller)	• Ford • McDonald	Compatible with existing piping layout and space constraints (Sensus Remotely Read Meters).	Cost savings and improved process. Limits inventory and facilitates repairs.
Isolation Valves (type as required for application)	• Mueller • American Flow Control • Clow • M & H • Spears -True Union	Compatible with existing piping layout and space constraints. Immediately repairable with stocked inventory.	Cost savings and improved process. Limits inventory, limits required staff training, and facilitates repairs.
Programmable Logic Controllers (PLC)	• Square D Schneider Electric, M340 series • Square D Schneider Electric Momentum series	The PLC's shall communicate over Modbus TCP/IP (Ethernet) network, programmed in Function Block (no ladder logic accepted), programmed in Unity Pro XL v12.0 or higher.	Compatibility with electrical and control wiring and spacing within existing enclosures. Limit Purchase of Programming Software. Limit Staff Training. System compatibility.
Operator Interface Terminal (Touchscreen)	• C-more HMI EA7-T8CL-R, EA7-T10CL-R, EA7-T12CL-R, EA7-T15CL-R	Shall have color touch screen with at least 640 x 480 resolution and Modbus TCP/IP Ethernet to communicate with Brunswick County existing PLC's.	Compatibility with component sizes. Limit Purchase of Programming Software. Limits staff training. System compatibility. Cost savings due to minimizing inventory.
Variable Frequency Drives (<75 HP) _____ Variable Frequency Drives (75 HP & larger)	• Square D Schneider Electric, Process Drive series • ABB • Siemens _____ • Square D Schneider Electric, Process Drive series	The graphic display terminal shall provide 8 lines of 240 by 160 pixels (in English) to control, adjust, and configure AC Drive. All electrical values, bar charts, configuration parameters, I/O assignments, application and activity functions, faults, local control, adjustment storage, self-test, and diagnostics shall be accessible through the terminal	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff training. Cost savings due to minimizing inventory.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
	• ABB	interface. Complete word parameter display messaging, conformal coating, user programmable I/O. The VFD shall be able to be connected to Ethernet and other networks, with connection to communication bus as an option. Logic input assignments shall consist of forward, reverse, jog, plus/minus speed (2 inputs required), set point memory, preset speeds (up to 8 inputs), auto/manual control, controlled stop, terminal or keypad control, output contactor (2 inputs required), motor switching, and fault reset. There shall be at least one software assignable analog output with interference filtering. The analog outputs can be selected and assigned in the software. The analog output assignments shall be proportional to the following motor characteristics: frequency, current, power torque, voltage, and thermal state. The AC Drive shall be designed to operate in an ambient temperature of at least -10 to + 40 °C (+14 to 104 °F). Type 3R shall be designed to operate from -10 to +50 °C (+14 to 122 °F).	
Solid State reduced voltage starters	• Square D Schneider Electric Altistart 22 and 48 series • ABB • Siemens	The soft starter shall be able to be connected to Ethernet and other networks, with connection to communication bus as an option. Conformal coating, user programmable I/O. Microprocessor shall	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		control the operation of the shorting contactor. The shorting contactor shall close, shorting the SCRs after the acceleration ramp is compete and motor current is below 130% of motor FLA, and open on a stop command to allow a deceleration ramp. Overload protection integral to the soft starter shall continue to protect the motor when shorting is engaged. The shorting contactor can be contained within the soft starter frame. The soft start shall be designed to operate in an ambient temperature: - UL Type 1 and Type 12 at 14 F to 104 F (-10 C to 40 C); - UL Type 1, Type 12, and Type 3R at 14 F to 122 F (-10 C to 50 C).	training. Cost savings due to minimizing inventory.
MCC, NEMA starters, Panel boards and Switch boards, Heavy Duty rated disconnects.	• Square D Schneider Electric	MCC: Square D MCC series 6 or newer will ensure compatibility with MCC bucket and motor starter components throughout the Utility system. Motor starters: Shall be Square D - Class 8536 Type S. Coil operating voltage: 120 volts, 60 Hz. Contact inspection and replacement shall be possible without disturbing line or load wiring. Overload relay control circuit contact shall be replaceable. Thermal units shall be required for starter to operate. Solid State: Trip current rating will be established by selection of overload relay and shall be adjustable (3 to 1 current	Compatibility with existing MCC's, panel boards, disconnects, switchboards and starters throughout County. Ease of replacement, compatible sizing and wiring compatibility on existing equipment. Limits staff training. Cost savings due to minimizing inventory.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		range). The overload shall be self-powered, provide phase loss and phase unbalance protection, have a permanent tamper guard, and be ambient insensitive. It will also be available in Trip Class 10 or 20 and have a mechanical test function. Panel boards and Switch boards: Square D type: Power Pact P- and R-frame (100-1200A), NF, NQ [or approved equal]. Circuit breaker trip system shall be a MICROLOGIC electronic trip unit. All trip units shall be removable to allow for field upgrades. Trip Units shall incorporate "True RMS Sensing" and shall have LED long-time pickup indications. MICROLOGIC trip unit functions shall consist of adjustable long-time pickup and delay, [optional short-time pickup and delay], instantaneous [optional neutral protection and optional ground-fault pickup and delay]. Trip units shall be capable of communicating on MODBUS ® TCP/IP networks without software interfaces (black boxes).] Disconnect switches: Square D, Heavy duty type, HP rated. Enclosure: ANSI/NEMA ICS 6, Type [1] [3R] [4] [4X] [12] [ ], [as indicated] [as required to meet conditions of installation].	

APPROVED PRODUCTS LIST
Brunswick County, NC

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
Flow meters (Ultrasonic, approved applications only)	• GE DF868 Dynasonics Ultra TFX	Ethernet network capable, transit time flow meter with keypad, 4-20mA output and 10/100 base-T (Ethernet/IP), 110VAC- 60Hz; Submersible transducer set for use with cable length (50' or 100' suggested).	Compatibility with existing flow meters with size and wiring. Limits staff training. Cost savings due to minimizing inventory.
Flow meters (Traditional-Magnetic, full pipe water & wastewater)	• Krohne • Siemens	Submergence IP68 rated. Nema 4X enclosure, UV resistant digital display, 120V 60Hz line power, 4-20mA output, relay and pulse outputs. HART communication protocol	Compatibility with electrical and control wiring and component spacing. Limits staff training. Cost savings due to minimizing inventory.
Flow meters (Magnetic, partially filled pipe wastewater)	• Krohne Tidalflux	Submergence IP68 rated with stainless steel housing on the IP68. Nema 4X enclosure, UV resistant digital display, 120V, 60Hz, line power, 4-20mA output, IFC300 PF with modular I/O, (2) analog outputs – one for flow and one for level. HART communication protocol	Compatibility with electrical and control wiring and component spacing. Limits staff training. Necessary to accurately read partially filled pipes. Cost savings due to minimizing inventory.
Flow transmitter (wastewater flumes)	• Sitrans Siemens LUT440	Flow transmitter shall be capable of providing highly accurate open channel flow measurement. Nema 4X enclosure, UV resistant digital display, 120V 60Hz line power, 4-20mA output, relay and pulse outputs. HART communication protocol. Accuracy +-1mm within 3 meters. External temperature measurement.	Compatibility with electrical and control wiring and component spacing. Limits staff training. Cost savings due to minimizing inventory.
Dissolved oxygen analyzer	HACH SC200 controller AC, LDO Probe	HACH SC200 controller AC, LDO Probe with 10M cable, sensor cap including 3 calibration bags, LDO Pole mount kit 1 ½" PVC SCH 80, DO float, 45-degree elbow PVC SCH 80.	Compatibility with electrical and control wiring and component spacing. Limits staff training. Cost savings

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		Capable of monitoring an additional sensor input to controller. 2- Isolated 4-20mA outputs shall be provided for two measured processes.	due to minimizing inventory.
Automatic Transfer Switch (Open transition)	• ASCO 300 series including options 11BE,14AA, 14BA, & 18RX • Cummins Power Command OTPC	Automatic transfer switches shall include 3 phase sensing, user programmable exercise timer, user programmable transfer delay time, user programmable return from utility time, user programmable engine start time. The automatic transfer switch shall include dry contacts for remote monitoring of Utility voltage and of the switch position (emergency and normal). Outside applications require a stainless steel Nema 4x rated enclosure. Indoor applications are required to be Nema 12 rated enclosure. Automatic transfer switch shall include a 2-wire start contact for generator control.	Compatibility with electrical and control wiring and component spacing. Limits staff training. Low cost of spare parts. Cost savings due to minimizing inventory.
Automatic Transfer Switch (Closed transition)	• ASCO 4000/ 7000 series	Automatic transfer switches shall include 3 phase sensing, user programmable exercise timer, user programmable transfer delay time, user programmable return from utility time, user programmable engine start time. The automatic transfer switch shall include dry contacts for remote monitoring of Utility voltage and of the switch position (emergency and normal). Outside applications require a stainless steel Nema 4x rated enclosure. Indoor applications are	Compatibility with electrical and control wiring and component spacing. Limits staff training. Low cost of spare parts.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		required to be Nema 12 rated enclosure. Automatic transfer switch shall include a 2-wire start contact for generator control.	
Ultrasonic Level Transmitter	• Siemens LUT 400 series	NEMA 4X enclosure, 100-230 VAC, 50/60 Hz., backlit multi-field LCD display, two (2) discrete inputs, one (1) 4-20 mA input, six (6) SPDT relays, two (2) isolated 4-20mA analog output, and built-in Modbus RTU via RS-485, with quick-start manual and complete manuals on CD-ROM. Siemens XPS series transducer.	Compatibility with electrical and control wiring and component spacing. Limits staff training. Cost savings due to minimizing inventory.
Submersible level Transducer (Sewer)	• Dwyer PBLT-2	High-quality, designed for wastewater applications, 316-SS construction for excellent chemical compatibility. Large-diameter, 316-SS diaphragm seal is non-clogging and resists damage from floating solids. Unit must measure the height of liquid above the position in the tank referenced to atmospheric pressure—applications including wastewater, slurries, sludge pits, storage tanks and reservoirs. Must incorporate lightning and surge protection. A ventilation tube in the cable automatically compensates for changes in atmospheric pressure above the tank. A maintenance-free filter protects the vent, so particulates or water cannot enter the transmitter. Transmitter must have a 1/2" NPT(M) conduit connection. Transmitter wetted materials: 316 SS, 316L SS, Buna-N	Compatibility with electrical and control wiring and component spacing. Short lead time on reorder. Cost savings due to minimizing inventory.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		Cable wetted materials: polyurethane. Accuracy: ±0.25% of full scale. Power: 13 to 30 VDC. Output: 4-20 mA, 2-wire. Cable length ordered specific to site, typically 100ft minimum. No spices allowed from transducer to PLC)	
Pressure Transmitter (sewer)	• WIKA IS-20 with diaphragm seal; Part # 52358038	WIKA model IS-20, Range: 0 – 200psi, Output 4 – 20mA, 2-wire supply, 10-30 VCD, pressure connection: G1/2B flush with original; electrical connection: vented cable NEMA 6, IP68, zero span, cable length 100', include diaphragm seal Type L990.36, (½) inch NPT connections	Compatibility with electrical and control wiring and component spacing. Short lead time on reorder. Cost savings due to minimizing inventory.
Pressure Transmitter (system pressure water tanks only)	• WIKA	WIKA S-10 pressure transmitter. Part # 50360213. Range 0-200psi, 4-20mA output, 10-30VDC. Body housing shall be 316 Stainless Steel including a ½ NPT process connection.	Compatibility with electrical and control wiring and component spacing. Short lead time on reorder. Cost savings due to minimizing inventory.
Pressure Transmitter (potable water booster pumping stations, etc.)	• Rosemount Smart 3051 series • Siemens Sitrans (Smart)	Transmitters capable of reading and connecting to various processes (including but not limited to: temperature, water, sewer, sludge etc.) Adjustable backlit digital display, 15-36VDC powered, 4-20mA output, aluminum enclosure, stainless steel process connection, HART communication.	Compatibility with electrical and control wiring and component spacing. Limits staff training. Cost savings due to minimizing inventory.
Diesel Generator	• Cummins (ONAN) • Caterpillar • Detroit MTU)	Generator Enclosure must be constructed of 1/8"gauge marine grade aluminum. The enclosure sound rating shall not exceed 75 dBa at 25 feet.	Compatibility with electrical and control wiring and component spacing. Limits staff training. Local

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		Enclosure hardware and fasteners shall be made of 304 Stainless Steel. The generator alternator shall have the PMG excitation option included and shall be a 4-pole revolving field type with 12 reconnectable leads. The generator shall provide a dry contact for remote monitoring of the "engine running" status. The generator fuel base tank shall be sized to meet a minimum of 48 hour run time at 100% load. The generator controller shall be a digital type including indication status of all available alarms and conditions and shall have the ability to communicate over Ethernet TCP/IP (optional).	repair/service and stock availability.
Batteries	• AGM type	The generator battery shall be of the absorbed glass mat (AGM) type and shall have a CCA that meets the engine manufactures requirements.	Stock availability and reliability. Cost of ownership reduced with fewer callouts and failures. Longer life batteries than traditional batteries.
Radios	• MDS iNET-II 900	MDS Radio shall be high speed capable of 1Mbps and have a Range of at least 30 miles line of sight. Shall have Ethernet and Serial interfaces to connect to serial devices and the County Existing IP Network.	Compatibility with electrical and control wiring and component spacing. Proven in high temperature environments. Limits purchase of programming software. Limits staff training. Cost savings due to minimizing inventory.
Plug Valves	• Dezurik • Milliken	Compatible with existing piping layout and space constraints.	Cost savings and improved process. Limits inventory, limits

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
		Immediately repairable with stocked inventory.	staff training, and facilitates repairs.
Altitude Control Valves	• Bermad • Ross • Cal-Val	Compatible with existing piping layout and space constraints. Immediately repairable with stocked inventory.	Cost savings and improved process. Limits inventory, limits required staff training, and facilitates repairs
Oxidation Ditch Treatment Process (Biodenipho)	• Kruger/Veolia	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing process, limits required staff training due to familiarity with existing equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.
Secondary Clarifiers (wastewater)	• Clear Stream Environmental, Inc. as provided by Kruger/Veolia	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment and existing treatment process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
Tertiary Filters	• Kruger/Veolia	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment and existing treatment process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.
U.V. Disinfection System	• Trojan/U.V. 3000+	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment and existing treatment process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
Rotary Drum Thickening System	• KD Maskinfabrik A/S as provided by Kruger/Veolia	Standardization and compatibility with existing process, control systems, and mechanical systems.	Critical to performance of sludge digestion system downstream (FUCHS ATAD). Unit responsibility integrated with that of sludge digestion system. Limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.
Post-ATAD Holding/Aeration System	• FUCHS Enprotec GmbH as provided by Kruger/Veolia	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
Valve Actuator	• Beck • EIM/Bettis • Auma	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support.
Return Activated Sludge (RAS), Waste Activated Sludge (WAS) Pumps	• Cornell • Hydromatic • Layne	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support.
Autothermal Thermophilic Aerobic Digestion (ATAD) Sludge Digestion System	• FUCHS as provided by Kruger/Veolia	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
			single point of contact/responsibility for equipment/warranty support.
Flocculating Clarifiers	• SuperPulsators® by Suez	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.
Gravity Filters with Central Regulating Unit	• Greenleaf® by Suez	Standardization and compatibility with existing process, control systems, and mechanical systems.	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.

APPROVED PRODUCTS LIST
Brunswick County, NC

ITEM	PREFERRED BRANDS	PERFORMANCE STANDARD	JUSTIFICATION
Chemical Metering Pumps (Diaphragm Type)	• Dia-series by Neptune	Standardization and compatibility with existing process, control systems, and mechanical systems	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support. Provides for a single point of contact/responsibility for equipment/warranty support.
Vertical Turbine Pumps (backwash feed, LPRO feed)	• Aurora • Fairbanks • Flowserve	Compatibility with existing control systems, mechanical systems, system pressures, and space constraints.	Provides consistent and reliable performance in critical treatment processes.
Evoqua Zabocs Biological Odor Control System ZB-5000	Evoqua Water Technologies	Standardization and compatibility with existing sewer pump station equipment and processes	Provides consistent and reliable performance in critical treatment processes.

NORTH CAROLINA

SUPPLIER AGREEMENT

BRUNSWICK COUNTY

THIS SUPPLIER AGREEMENT (hereinafter referred to as the "Agreement") is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as "County"), party of the first part, and Crane Pumps & Systems PFT Corp., a Delaware corporation, (hereinafter referred to as "Supplier"), party of the second part.

WITNESSETH:

1. GOODS; PRICING

The goods to be purchased under this Agreement (hereinafter referred to collectively as "Goods") and the agreed upon price(s) for said Goods are set forth on Exhibit "A" attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT

The term of this Agreement begins on August 15, 2022 (the "Effective Date") and continues in effect until August 14, 2023, unless sooner terminated as provided herein. The County may terminate this Agreement at any time without cause by giving ninety (90) days' written notice to the Supplier. As soon as practicable after receipt of a written notice of termination without cause, Supplier shall submit a statement to the County showing in detail any Goods purchased under this Agreement for which payment has not been made through the effective date of termination. Notwithstanding the foregoing, County may terminate this Agreement immediately and without notice to Supplier if Supplier becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against Supplier, or has a receiver or trustee appointed for substantially all of its property, or if Supplier allows any final judgment to stand against it unsatisfied for a period of forty-eight (48) hours.

3. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Supplier of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

4. COMPENSATION

a. **TOTAL CHARGES.** The County agrees to pay the price(s) for the Goods specified in the Price List or other document set forth on Exhibit "A" or as set out above. These prices constitute the maximum total charges payable to the Supplier for the Goods, and such prices shall not be increased except as permitted herein.

b. **PRICE PROTECTION.** Supplier warrants that the prices extended to the County under this Agreement are comparable to or better than those being offered to any other customer purchasing similar quantities of the same or similar Goods. During the term of this Agreement, if Supplier enters into a contract with another entity that provides more favorable pricing and terms than this Agreement, then County shall be promptly notified of such changes to the pricing, and Supplier shall be obligated to provide the same to County for subsequent purchases. During the term of this Agreement, if lower prices and rates become effective for like quantities of the Goods through a reduction in list prices, promotional discounts or other circumstances, then County shall be promptly notified of such changes in pricing, and County must be given immediate benefit of such lower prices and rates.

c. **PRICE ADJUSTMENTS**. The price(s) stated herein shall not increase for the initial term of this Agreement. Supplier shall provide County with at least ninety (90) days' prior written notice for any price increase. If County agrees to the price increase, such changes will become effective the first day of the new applicable term and will be reflected on a new Price List or other document provided by Supplier and which will replace the existing Price List or other document attached hereto as Exhibit "A."

   Price increases shall only be allowed when justified by County in its sole discretion based on legitimate, bona fide increases in the cost of providing the Goods covered under this Agreement. No adjustment shall be made to compensate Supplier for inefficiency in operation, increase in labor costs or for additional profit.

d. **INVOICES.** Unless otherwise specified, Supplier shall submit monthly invoices to the County and include a complete list all Goods purchased under the terms of this Agreement. Invoices shall only be submitted after Acceptance of the Goods as set forth herein. The County shall pay all undisputed and properly completed invoices within thirty (30) days of receipt. Notwithstanding the foregoing, the County will not pay late fees on any charges under this Agreement. If the County disputes any portion of the charges on any invoice received from the Supplier, the County shall inform the Supplier in writing of the disputed charges. Once the dispute has been resolved, the Supplier shall re-invoice the County for the previously disputed charges, and, per any resolution between the County and the Supplier, the County shall pay those charges in full at that time. No advance payment shall be made for any Goods supplied by Supplier pursuant to this Agreement.

e. **PURCHASING VOLUME.** Supplier hereby acknowledges that this Agreement does not guarantee that any minimum or maximum purchases will be made. Orders will only be placed when County identifies a need.

5. ACCEPTANCE OF GOODS

The Goods delivered under this Agreement shall remain the property of Supplier until acceptance by County. Acceptance of Goods shall occur within fifteen (15) days after receipt by County unless:

a. The County has notified Supplier of a defect within such time period. In the event any Goods are defective, County shall be entitled to terminate the order for such Goods upon written notice to Supplier and return such Goods to Supplier at Supplier's expense.

b. The parties have agreed to provide County with a trial use period for acceptance verification or testing, in which case acceptance of the Goods shall occur upon the successful completion of the acceptance verification or testing period and any agreed upon trial use period.

6. INDEPENDENT CONTRACTOR

Both County and Supplier agree that Supplier shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Accordingly, Supplier shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. Supplier shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

7. SUPPLIER REPRESENTATIONS

a. Supplier is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;

b. Supplier has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;

c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Supplier to enter into and perform its obligations under this Agreement;

d. In connection with the Supplier's obligations under this Agreement, it shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses;

e. Supplier shall not violate any agreement with any third party by entering into or providing the Goods under this Agreement;

f. Supplier will provide all Goods in conformity with the specifications and requirements of this Agreement;

g. Supplier will provide all Goods free and clear of all liens and encumbrances;

h. The Goods provided by the Supplier under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements); and

i. Supplier shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. WARRANTIES

a. **SPECIFIC WARRANTIES.** In addition to any other warranties set forth herein, Supplier shall represent, warrant and covenant the specific warranties for the Goods attached hereto and incorporated herein.

b. **ASSIGNMENT OF WARRANTIES FOR THIRD PARTY PRODUCTS.** Without limiting Supplier's obligation to provide warranty or maintenance services, Supplier hereby assigns to County all of Supplier's warranties covering any third-party product delivered under this Agreement. Supplier will provide copies of all said warranties to County upon delivery of the covered Goods.

9. DAMAGE TO EQUIPMENT, FACILITIES, PROPERTY OR DATA

Supplier shall be solely responsible for any damage to or loss of the County's equipment, facilities, property and/or data rising out of the negligent or willful act or omission of Supplier. In the event that Supplier causes damage to the County's equipment or facilities, the Supplier shall, at its own expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

10. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Supplier or the Goods supplied under this Agreement, and Supplier is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Supplier may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

11. NON-EXCLUSIVITY

Supplier acknowledges that County is not obligated to contract solely with Supplier for the Goods covered under this Agreement.

12. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Supplier hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

13. DEBARMENT

Supplier hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Supplier must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

14. INDEMNIFICATION

Supplier shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Supplier, its employees or agents. Supplier further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Supplier shall be fully responsible to County for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

15. INSURANCE

Supplier shall procure and maintain in full force and effect at all times and at its sole cost and expense Commercial General Liability, Commercial Automobile Liability, and Workers' Compensation insurance, if applicable, and any additional insurance as may be required by County with limits acceptable to County. Supplier shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty

(30) days' advance notice in the event of termination or cancellation of coverage. Supplier shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.

16. WORKERS' COMPENSATION

To the extent required by law, Supplier shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Supplier is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Supplier shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Supplier's obligations under this Agreement.

Supplier agrees to furnish County proof of compliance with said Act or adequate medical/ accident insurance coverage upon request.

17. REMEDIES

a. **RIGHT TO COVER.** If Supplier fails to provide any Goods for any reason, due to no fault of County, the County may employ such means as it may deem advisable and appropriate to obtain the Goods from a third party until the matter is resolved and Supplier is again able to provide the respective Goods under this Agreement.

b. **RIGHT TO WITHHOLD PAYMENT.** County reserves the right to withhold any portion, or all, of a scheduled payment if Supplier fails to perform under this Agreement until such breach has been fully cured.

c. **SETOFF.** Each party shall be entitled to set off and deduct from any amounts owed to the other party pursuant to this Agreement all damages and expenses incurred or reasonably anticipated as a result of the other party's breach of this Agreement.

d. **OTHER REMEDIES.** Upon breach of this Agreement, each party may seek all legal and equitable remedies to which it is entitled. The remedies set forth herein shall be deemed cumulative and not exclusive and may be exercised successively or concurrently, in addition to any other available remedy.

e. **NO SUSPENSION.** In the event that County disputes in good faith an allegation of breach by Supplier, notwithstanding anything to the contrary in this Agreement, Supplier agrees that it will not terminate this Agreement or suspend or limit the supply of any Goods or warranties on such Goods, unless: (i) the parties agree in writing; or (ii) an order of a court of competent jurisdiction determines otherwise; provided, however, this dispute period shall be limited to ninety (90) days.

18. TAXES

Supplier shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Supplier shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

19. HEALTH AND SAFETY

Supplier shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the supply of Goods. Supplier shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with the supply of Goods.

20. NON-DISCRIMINATION IN EMPLOYMENT

Supplier shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Supplier shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Supplier is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Agreement may be cancelled, terminated or suspended in whole or in part by County, and Supplier may be declared ineligible for further County agreements.

21. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Supplier understands that it is a requirement of this Agreement that Supplier and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Supplier agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Supplier shall require its subcontractors to do the same. Upon request, Supplier agrees to provide County with an affidavit of compliance or exemption.

22. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and

proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

a. in the public domain through no fault of the Recipient;

b. within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;

c. lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;

d. independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;

e. disclosed with the prior written consent of the Discloser; or

f. required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

23. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

24. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

25. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

26. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

27. NON-WAIVER

Failure by County at any time to require the performance by Supplier of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

28. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

29. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

30. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

31. AMENDMENTS

No amendments or changes to this Agreement, or additional Statements of Work, shall be valid unless in writing and signed by authorized agents of both Supplier and County.

32. NOTICES

a. **DELIVERY OF NOTICES.** Any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

b. **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

c. **NOTICE ADDRESS.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

i. For the County:
Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

ii. For the Supplier:
Crane Pumps & Systems PFT Corp.
420 Third Street
Piqua, OH 45356-3918

With a copy to:
CT Corporation System, Registered Agent
Crane Pumps & Systems PFT Corp.
160 Mine Lake Court, Suite 200
Raleigh, NC 27615

33. 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 § 66-58.1 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.

ATTEST:

BRUNSWICK COUNTY

_____
Clerk to the Board

By: _____
Chairman, Board of Commissioners

[SEAL]

CRANE PUMPS & SYSTEMS PFT CORP.

By: _____

Printed Name: Derek Alexander

Title: VP/GM Municipal & Pressure Sewer

Date: _____

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

_____
Aaron C. Smith, Director of Fiscal Operations
Brunswick County, North Carolina

APPROVED AS TO FORM

_____
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT "A"
GOODS/PRICE LIST

Barnes Grinder Pump Packages	$3,400.00 each

Substitutions for the aforementioned Goods may only be made with prior written approval of an authorized representative of County.

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 12.
Utilities - Heritage Sole Source Supplies Contract Approval (Donald Dixon - Deputy Director)

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve a contract with Heritage Water Systems for purchase of replacement grinder pumps and kits as manufactured by Crane Pump Systems (Barnes Grinder Pumps).

Background/Purpose of Request:
On August 5, 2019, the Board of Commissioners approved a resolution for the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available. Per the Brunswick County Purchasing Policy Section 9.4.1-Sole Source, Public Utilities is submitting a resolution for bidding exception as the policy requires Board approval every 3 years (resolution attached). The resolution and agenda item was presented for approval earlier in this 08/15/2022 Board Meeting.

Heritage Water Systems is the sole provider of Crane Pump Systems (Barnes Grinder Pumps) replacement pumps and kits (see attached Sole Source Letter). Staff recommends approval of a contract with Heritage Water Systems for the continued purchase of these grinder pumps and kits.

Fiscal Impact:
Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Funds available in current budget

Approved By County Attorney:
Yes

Advisory Board Recommendation:
N/A

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a contract with Heritage Water Systems for purchase of replacement grinder pumps and kits as manufactured by Crane Pump Systems (Barnes Grinder Pumps).

ATTACHMENTS:

Description

- Utilities - Sole Source Letter - Attach 1
- Specialty Products Purchase

CRANE PUMPS & SYSTEMS

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

TELEPHONE: +1 937 778 8947
FACSIMILE: +1 937 773 7157
WEBSITE: www.cranepumps.com

July 29, 2022

To: Brunswick County Public Utilities

Attention: Trent Murphy, Utilities Purchasing Manager

Re: Sole Source Barnes Pumps (CRANE Pumps & Systems)

Dear Trent,

By copy of this letter, I am confirming that Heritage Water Systems is the only authorized supplier of Barnes Pumps and kits for Brunswick County Public Utilities. This does not include complete basin packages (simplex and duplex), which are purchased direct from CRANE Pumps & Systems by Brunswick County.

Heritage Water Systems has been our only authorized supplier since January 1, 2019. Your contact at Heritage is as follows:

Heritage Water Systems
7150 Cessna Drive
Greensboro, NC 27409

Tim Tilley
336-687-7480
timtilley@heritagewater.com

If you have any questions, please do not hesitate to reach out to us.

Sincerely,



Brock Shepard
Pressure Sewer Specialist
CRANE Pumps & Systems

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 5, 2019

Action Item # ~~V. - 23.~~ VI-23

From:
John Nichols, P.E.

Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

Issue/Action Requested:
Request that the Board of Commissioners adopt a resolution approving the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

Background/Purpose of Request:
The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer.

The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

ATTACHMENTS:

Description

- Utilities - Sole Source List 7-15-19 - Attach 1
- Utilities - Sole Source Backup Documentation 7-15-19 - Attach 2
- Sole Source Resolution

Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 8/5/2019

Ref: Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

- ☑ Received by Clerk's Office — Date Received: 8/1/2019 — # Originals: 2
- ☑ Approved by Board of Commissioners 8/5/19
- ☑ Filed & Sent to Dept. — Date Sent: 8/6/19 — # Originals: 1
- ☑ Received by Department — Date Received: 8/7/19 — # Originals: 1

Signature of Recipient: Kathy Walton

Upon completion of this routing sheet, please make a copy for your records and interoffice this routing sheet to Jared Galloway in the Clerk's Office

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS USED BY PUBLIC UTILITIES UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer; and

WHEREAS, the attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6); and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 5th day of August, 2019.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to Board

End

Of

Original

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 5, 2019

Action Item # V. - 23.

From:
John Nichols, P.E.

Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

Issue/Action Requested:
Request that the Board of Commissioners adopt a resolution approving the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

Background/Purpose of Request:
The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer.

The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

ATTACHMENTS:

Description

- Utilities - Sole Source List 7-15-19 - Attach 1
- Utilities - Sole Source Backup Documentation 7-15-19 - Attach 2
- Sole Source Resolution

Manufacture	Product	Distributor	Location	Justification
Allis-Chalmers Valves	Valves and Fittings	A/C Service & Repair Inc.	York, PA	The needed product or service is only available from a single source.
GE Breaker Repair	Breaker Repair	ABB	Charlotte, NC	The needed product or service is only available from a single source.
Geo Systems	Grid Material for soil stability	ACF Enviromental	Richmond, VA	The needed product or service is only available from a single source.
Air Vac	Wastewater Vacuum Collection	Aqseptence Group	Rochester, IN	The needed product is proprietary to the vendor
Sensus Metering System	Meters	Ferguson	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Royal Purple	Chemicals	Atlan-Tech	Florence, SC	The needed product or service is only available from a single source.
Bard HVAC	HVAC Units	All Seasons Commercial	Greensboro, NC	The needed product or service is only available from a single source.
Xylem Analytics	Flow Transmtters	Beck Sales & Engineering	Charlotte, NC	The needed product or service is only available from a single source.
Dezurik Valves	Valves and Fittings	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
EIM Controls	Valve Elctronic controllers	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
Hellan Strainer	Strainers	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
Cla-Val Company	Valves and Fittings	Charles R Underwood	Sanford, NC	The needed product or service is only available from a single source.
Micro Motion Coriolis	Flow Controller Transmitter	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Pentair Hydomatic Pumps	Pumps	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Pentair Fairbanks Morse Pumps	Pumps	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Rosemont Measuring Equipment	Flow Measuring Equipment	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Wemco	Grit Seperation System	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Drexelbrook	Fluid Tranmitter	Combs & Associates	Charlotte, NC	The needed product or service is only available from a single source.
E/One Grinder Pumps	Sewer Grinder Pumps and Stations	Covalen	Charlotte, NC	The needed product or service is only available from a single source.
Crane Pumps and Parts	Sewer Grinder Pumps and Stations	Heritage Water Systems	Greensboro, NC	The needed product or service is only available from a single source.
Moyno Pumps	Pumps	Daparak Inc.	Charlotte, NC	The needed product or service is only available from a single source.
Davis EMU Pumps	Pumps	Charles R Underwood	Sanford, NC	The needed product or service is only available from a single source.
OdaLoog Monitoring	H2S monitors	App-Tek	Phoenix, AZ	The needed product or service is only available from a single source.
Enviromental Chemist	Sample Storage	Enviromental Chemist	Wilmington, NC	The needed product is proprietary to the vendor
Permutit AVGF	Automatic Valveless Filter	Evoqua/Permutit	Union, NJ	The needed product is proprietary to the vendor
Trojan UV systems	UV Treatment	EW2 Enviromental	Charlotte, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Governor Controls Systems	Motor Speed Control	Governor Controls System	Charlotte, NC	The needed product is proprietary to the vendor
Citect Scheider Software	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Scheider Electric Software	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Modicon/PLC	Controls for Drives	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Unity Pro Scheider	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Hach	Water Testing equipment	Hach	Loveland, CO	The needed product or service is only available from a single source.
Harold Beck & Sons Rotary Actuators	Actuators	Harold Beck & Sons Rotary Actuators	Newton PA	The needed product or service is only available from a single source.
GridBee	H2S Mixer for air quality	Heritage Water Systems	Greensboro, NC	The needed product or service is only available from a single source.
Evoqua Water Technologies	Water & Wastewater treament products	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Fluid Engineering	Pumps Fans & Blowers	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Aur Layne/Verti-Line	Pumps	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Blue-White Ind	Metering Pumps	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Wedeco Xylem	Xylem Water S	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
YSI Incorporated	Process Monitoing Equipment	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
HOMA Pumps	Sewege Pumps	The 419 Group	Charlotte, NC	The needed product or service is only available from a single source.
IDEXX	Water Testing Supplies	IDEXX Distribution	Charlotte, NC	The needed product is proprietary to the vendor
Polymer	Thickner process West WWTP	Amer-Chem	Greenville, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Dynasonics Badger Meter	Flow Meters	J.S. Dismuke	Johns Island, SC	The needed product or service is only available from a single source.
Krohne Tidalflux	Flow Meters	KROHNE Inc.	Peabody, MA	The needed product is proprietary to the vendor
Kruger	Filters and process Sewage	Veolia Water Technologies	Raleigh, NC	The needed product or service is only available from a single source.
Lakeside Equipment Corp	Wastewater Treatment Equipment	Lakeside Equipment Corp	Chicago, IL	The needed product is proprietary to the vendor
Landia Inc.	Mixers and Pumps	Landia, NC	Cary, NC	The needed product or service is only available from a single source.
Aurora Pumps	Pumps	Mechanical Equipment	Matthews, NC	The needed product or service is only available from a single source.
Elster Meters	Meters	Miller Supply	Laurinburg, NC	The needed product or service is only available from a single source.
Mueller Sales	Fire Hydrants	Fortiline or Core & Main	Wilmington, NC	The needed product or service is only available from a single source.
Aqua Washpress	Wastewater Treatment Press	Parkson Corp	Fort Lauderdale, FL	The needed product or service is only available from a single source.
Auma	Valve actuators	Perkinson Company	Charlotte, NC	The needed product or service is only available from a single source.

ABS	Pumps	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
OmniSite	Sewer Lift Station Communications	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
HighTide Technologies	Sewer Lift Station Communications	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
MALA GPR	Ground Penetrating Radar	Power-Tel Utility Products	Harbor, FL	The specific product and/or service from the vendor is necessary for standardization or compatbility
Myers Pumps	Pumps	Preferred Sources Inc.	Pineville, NC	The needed product or service is only available from a single source.
Swagelok	Valves and Fittings	Raleigh Valve & Fittings Co	Raleigh, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Yanmar	Excavator and Equipment	Rob's Hydraulics	Greenville, NC	The needed product or service is only available from a single source.
RTC Solutions	Authorized Installer of Fabriform	RTC Solutions	Davie, FL	The specific product and/or service from the vendor is necessary for standardization or compatbility
Schenck Process LLC	Controls equipment	Schenck Process LLC	Milwaukee, WI	The needed product is proprietary to the vendor
Siemens Instumentation	Level and Controls Transmitters	Beck Sales & Engineering	Charlotte, NC	The needed product or service is only available from a single source.
Sodium Chlorite	Chemicals	TSM Enterprise	Harrells, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Sulzer Pumps	Pumps	Sulzer Pumps	Easly, SC	The needed product is proprietary to the vendor
Weir Specialty Pumps	Pumps	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Tuthill	Vacuum Boosters	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Thermal Process	Foam Leveler	Thermal Process		The needed product or service is only available from a single source.
Tradewinds	Generator and Generator Parts	Perkins Power	Orange Park, FL	The needed product or service is only available from a single source.
McCrometer	Process Flow Meters	WK Hile	Matthews, NC	The needed product or service is only available from a single source.
Flygt Pump Repair	Repair Flygt Pumps Authorized	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
Flygt Pumps	Pumps	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
Godwin Pumps	Self Priming Pumps	Xylem Water Solutions	Wilmington, NC	The needed product is proprietary to the vendor
SEW Eurodrive	Electrical Drives	Motion Ind.	Wilmington, NC	The needed product or service is only available from a single source.
RL Haire	Scada Programing	RL Haire	Red Springs, NC	The needed product is proprietary to the vendor
US Composite Pipe Inc	Polymer Wet Well	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Biodenipho	Oxidation Ditch Treatment	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Clear Stream Eviromental	Secondary Clarifiers	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Tertiary Filters	Filters for Wastewater	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
KD Maskinfabrik	Rotary drum Thickening System	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
FUCHS Enprotec GmbH	Post ATAD Holding Aeration	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
SuperPulsators®	Flocculating Clarifiers	Suez	Richmond, VA	The specific product and/or service from the vendor is necessary for standardization or compatbility
Greenleaf	Gravity Filters	Suez	Richmond, VA	The specific product and/or service from the vendor is necessary for standardization or compatbility
Dia-series by Neptune	Chemical Metering Pumps			The specific product and/or service from the vendor is necessary for standardization or compatbility
Carbon Dioxide	Chemical and Bulk Storage	PraxAir Distribution	Danbury, CN	The specific product and/or service from the vendor is necessary for standardization or compatbility
Hydro Instruments	Gas Clorinators	Carolina Pump Works	Port royal, SC	The needed product or service is only available from a single source.
Price Communications	Scada Radio Communications	Price Communications		The specific product and/or service from the vendor is necessary for standardization or compatbility
Double Radius	Scada Radio Communications	Double Radius		The specific product and/or service from the vendor is necessary for standardization or compatbility
Brady	Scada Radio Communications	Brady		The specific product and/or service from the vendor is necessary for standardization or compatbility
Hoffland Environmental Inc.	Parts for Poylmixer	Hoffland Environmental Inc.	Conroe, TX	The needed product is proprietary to the vendor
ACS	Filters and Spare Parts	ACS	Raleigh, NC	The needed product is proprietary to the vendor
Hartzell Fans	Odor Control Sewer lift Stations	Hartzell Air Movement	Piqua, OH	The needed product is proprietary to the vendor
ODO Free Solutions	Chemicals for Odor Control System	Industrial Solutions & Supply	Marion, SC	The needed product is proprietary to the vendor
GoEnergies Fuel Services	Fuel, Pumps and Card Readers	GoEnergies Fuel Services	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility

A/C SERVICE AND REPAIR, INC.

5166 Commerce Drive York,PA 17408 Phone: (717) 792-3492 Fax: (717) 792-5283

Date: 4/4/14

To: County of Brunswick, NC Public Utilities

Attention: Jacquie Morden, Thad Hill

Ms. Morden,

In regards to our telephone conversation, this letter confirms that A/C Service and Repair, Inc is the supplier for the Allis-Chalmers Code 22 Butterfly Valve parts requested by Mr. Thad Hill and quoted by our Mr. Barry Reed on 2/11/14.

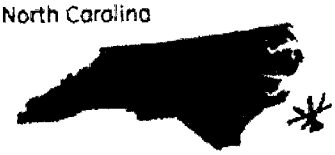
Regards,

Justin Ross
President



Charlotte, NC

Charlotte,
North Carolina



The Charlotte Service Center features on-site and in-shop service for motor, switchgear, and mechanical repairs. With access to the global network of GE Service Centers, Charlotte is truly your total repair solution.

Offerings:
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- GE engineering support
- Emergency 24-hour service
- Experienced engineering and technical support
- EHS and quality personnel
- Certified Six Sigma quality craftsmanship
- Fully equipped assembly, repair, and inspection shop
- Outage and shutdown planning
- Comprehensive solutions – testing, repair, and overhauls
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- 50 ton crane capacity
- Engine lathes - up to 130"x420" and 40 ton capacity
- Vertical boring mills – up to 144" table x 120"
- Balance capabilities up to 60,000 lbs
- 500 ton horizontal press
- Dry ice cleaning
- Thermography (Infrared)

Contact Us

Service Center
12037 Goodrich Drive
Charlotte, NC 28273
P: (704) 587-1300
F: (704) 587-1359

Email Us

Related Publications

Brochures

Other Service Centers - Industrial Services

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Edmonton, AB
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Stoney Creek, ON
Tucson, AZ

Motor Services

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- DC and AC motors
- On-site and in-shop capabilities
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- Basic overhaul – clean and inspect
- Complete rewinds and insulation system upgrades
- Analysis - Failure, vibration, and infrared
- Laser alignment
- VPI (Vacuum pressure impregnation)
- Digital diagnostic management solutions
- Replacement parts
- Load testing
- Star punched rotor rewinds
- Equipment management programs
- Motor health monitoring

Switchgear Services



GEOSYSTEMS

Presto Geosystems

670 N Perkins Street
Appleton, WI 54914-3161 USA
Tel: 1 920 738 1304
Fax: 1 920 738 1222
cory.schneider@alcoa.com

Date: 1/20/2017

To Whom it May Concern

Please be advised that ACF Environmental, Richmond, VA, is Presto Geosystems' authorized sole distributor for the Geoblock®5150, Geoblock®, GeoTerra®, and Geoweb® Systems in the state of North Carolina.

If you have any questions, please contact me at 920-738-1304 or via email at cory.schneider@alcoa.com.

Sincerely,

Cory Schneider

Cory Schneider
Technical Support Specialist
Presto Geosystems®

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

2010

TO:	**Marty K. Lawing, County Manager**	**ACTION ITEM #:**	VIII-2
		MEETING DATE:	April 19, 2010
FROM:	Jerry W. Pierce, P.E., Dir. of Public Utilities **Ext. #** 2659	**DATE SUBMITTED:**	April 9, 2010

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** ☐ YES ☒ NO

Approve declaring Air Vac as the sole source provider of equipment for the Sunset Beach Island Vacuum Pump Station and authorizing the County staff to negotiate the purchase of the equipment from Air Vac.

BACKGROUND/PURPOSE OF REQUEST:

With the decision that a vacuum collection system was the most cost-effective type of collection system for the Sunset Beach Island, there is only one major supplier of vacuum collection system equipment. Air Vac is equipment supplier to all of the vacuum collection systems constructed in Brunswick County and North Carolina and is the only supplier of vacuum sewer collection system equipment that meets the specifications for number of systems currently installed, proven reliability, and maintenance support.

The County is preparing to bid the construction of the Sunset Beach Island Collection System and construction of the Vacuum Pump Station. The County has two options on purchasing the equipment from Air Vac. The first option is to include purchase of the equipment in the construction contract and the contractor will be responsible for negotiating a price with Air Vac. The second option is for the County to negotiate a price with Air Vac and supply the equipment to the contractor.

If the contractor negotiates the price with Air Vac, most contractors will add 10 -15% to cost of the equipment for overhead and profit. In this case, this would add approximately $100,000 to $150,000 to the cost of the project. If the County purchases the equipment, the County saves the overhead and profit cost but is now responsible for providing the equipment to the contractor in a timely manner. There is some risk of having to store the equipment until the contractor is ready.

County staff recommends that Air Vac be approved as the sole source for the vacuum collection system including the valve pits and Vacuum Pump Station. County staff also recommends that the County negotiate with Air Vac for the purchase of the equipment associated with the Vacuum Pump Station. The contractor would be responsible for negotiation of the price on the valve pits.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	☐ YES	☒ NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	☐ YES	☒ NO
PRE-AUDIT CERTIFICATION REQUIRED:	☐ YES	☒ NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	☒ YES	☐ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY: ☒ YES ☐ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Declare Air Vac the Sole Source Provider of equipment for the Sunset Beach Island vacuum pump station and authorize staff to negotiate the purchase of the equipment from Air Vac.

ATTACHMENTS:

1. Cost Information from URS
2. _____
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: ☑ 4-19-10
DENIED: ☐
DEFERRED UNTIL: _____

ATTEST: CLERK TO THE BOARD

_____
SIGNATURE

OTHER:

Jerry Pierce

From: Randy_Foulke@URSCorp.com
Sent: Thursday, April 08, 2010 11:08 AM
To: Jerry Pierce
Cc: Ben_Latino@URSCorp.com
Subject: Re: Vacuum Station Equipment Cost
Attachments: pic13509.gif

The budget price for the vacuum station equipment is $425,000. This includes the raw sewage pumps, vacuum pumps, the tank, valving inside the building, electrical panels, including starters, and instrumentation and controls, and miscellaneous accessories. Budget price for the valve pits would be $2,317,000. This includes the valve pit and the vacuum valve for 662 pits. If CG&L decides to use the breather unit rather than the candy cane, and if the County elects to use the breather unit, the additional cost would be approximately $113,000.

The breather unit looks like a telephone box and is mounted on the gravity line to the pit at the property line. The candy cane is generally located at the side of the house, and is installed by the property owner. The State may require the candy cane in order to have the system above the 100-year flood. Oak Island used both approaches, but had to use the candy canes where the 100-year flood would submerge the breathers.

It is possible that AirVac may allow a 2% to 3% discount on the valve pits. Oak Island ended up getting this discount, but probably should use the numbers I provided above for now.

When ready, the County will need to negotiate a final price and terms and conditions with Rich Naret, who is a VP of AirVac, and Ron White. Both can be reached at 813-855-6297 in AirVac's Tampa office.

As mentioned to you previously, AirVac is the only manufacturer and supplier in the US for vacuum systems. There is one other manufacturer, but they are overseas. AirVac is American made.

Sorry I did not get to you to sooner, I needed to confirm the type and size of the valve pits we are designing around for this project. Just received that information this morning.

Randall L. Foulke, P.E., BCEE, LEED AP
Water/Wastewater Practice Leader
URS Corporation - North Carolina
1600 Perimeter Park Drive
Suite 400
Morrisville, NC 27560
919.461.1466 Direct
919.637.3344 Cell
919.461.1415 Fax

This e-mail and any attachments contain URS Corporation confidential information that may be proprietary or privileged. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

"Jerry Pierce" <jpierce@brunsco.net>

"Jerry Pierce"
<jpierce@brunsco.net> To<Randy_Foulke@URSCorp.com>

04/08/2010 10:14 AM cc

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

2010

TO:	**Marty K. Lawing, County Manager**	**ACTION ITEM #:**	VII-7
		MEETING DATE:	February 1, 2010
FROM:	Jerry W. Pierce, P.E., Dir. of Public Utilities **Ext. #** 2659	**DATE SUBMITTED:**	January 26, 2010

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** ☒ YES ☐ NO

Approve agreement with Sensus USA for the purchase of an Advance Meter Infrastructure System to replace the existing manual meter reading system. The estimated total cost of the cost of the project is $9,511,415.93 which will be spread over a 6-year period. The first year cost will be $1,386,000.

BACKGROUND/PURPOSE OF REQUEST:

The County has considered implementation of an automated meter reading system for a number of years. Funds were included in this year's Capital Improvement Program for implementation of an automated meter reading system. A Meter Reading Committee was established, which consisted of Public Utilities staff, Finance staff and Commissioner Norris. The committee met to determine the types of systems that should be considered and a Request for Information and Qualifications (RFIQ) was developed. The RFIQ was sent to all of the leading meter manufacturers that serve our area.

The County received responses from seven meter manufacturers. The committee evaluated all of the responses from the vendors. Most of the vendors provided information on two types of automated meter reading systems. The first type is the AMR or drive by type of system where a customer service employee must drive by the meter in order to receive a reading on manufacturer supplied equipment. This is the type system that we currently use in the Sunset Beach area. The second type of system is the AMI type system where the readings are transmitted back to central receiving point, i.e. the Customer Service Office.

After much discussion, the committee narrowed the number of meter vendors from seven to four. Those four were asked to provide a more detailed proposal on both systems including costs of installation and equipment. After hearing presentations from all four vendors, the committee narrowed the selection to two firms. The committee selected the AMI type system as the best type of system and detailed and final pricing was sought from AMCO Meters and Sensus Meters. After evaluation of the detailed and final pricing Sensus was selected as the best firm to provide the equipment, software, and installation service for the new meter reading system.

During the evaluation process, County staff determined that most utilities installed a new metering system over a period of years instead of all at one time. Also, the County staff determined that County employees could install the meters under supervision of Sensus.

During the detailed and final price negotiations, Sensus made a number of offers to Brunswick County related to price and services that are to be provided. The purpose of this agreement is to consolidate all of the prices, offers of service from Sensus and County responsibilities into one document. This agreement clearly indicates that the project will be phased over a 6-year period and that the County will only purchase equipment and services if funds are budgeted.

County staff recommends approval of the selection of Sensus for provision of the equipment and

service associated with installation of the meter reading system and approval of the agreement with Sensus outlining the offers and services to be provided by Sensus.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	☒ YES	☐ NO
CAPITAL PROJECT ORDINANCE REQUIRED:	☐ YES	☒ NO
PRE-AUDIT CERTIFICATION REQUIRED:	☒ YES	☐ NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	☒ YES	☐ NO

The budget amendment below is to decrease the FY 10 Water Fund budget appropriation for debt service principal and interest for the Electronic Meter Reading System and redirect the funds for an appropriation to purchase the system in phases over several years. The budget amendment will appropriate $1,386,000 for the first phase of the project in FY 10.

Water Fund:

Expenditures:

Lease Principal-Radio Read Equipment	619100-475012	($1,086,000)
Lease Interest-Radio Read Equipment	619100-476012	($300,000)
Capital Outlay-Electronic Meter System	617110-459605	$1,386,000

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY:	☒ YES	☐ NO	☐ N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Approve advanced meter infrastructure installation project agreement with Sensus USA and the associated budget amendment.

ATTACHMENTS:

1. Agreement
2. Proposals and Cost Information from Sensus
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: ☑ 2-1-10
DENIED: ☐
DEFERRED
UNTIL: _____

ATTEST: CLERK TO THE BOARD

_____
SIGNATURE

OTHER: Please return to Clerks office for Chairmans signature after all required signatures have been obtained from Sensus. Thank you

BRUNSWICK COUNTY PUBLIC UTILITIES
ADVANCED METER INFRASTRUCTURE INSTALLATION PROJECT AGREEMENT

Whereas, Brunswick County Public Utilities Department and Finance Department desire to upgrade the existing water meter reading systems, and

Whereas, Brunswick County issued a Request for Qualifications and Information (RFQI) to major water meter manufacturers, and

Whereas, Brunswick County received responses to the RFQI from seven meter manufacturers, and

Whereas, After an evaluation of the responses and the request for additional information from several meter manufacturers, the Meter System Selection Committee selected Sensus as the best meter manufacturer to provide the equipment, software and technical services for the installation of an Advanced Meter Infrastructure Reading System in Brunswick County, and

Whereas, the County staff has negotiated the terms, conditions, and schedules associated with the installation of the Advanced Meter Infrastructure Reading System, and

Whereas, it is in both parties' interest to clarify the responsibilities and expectation of both parties during the meter installation process.

IT SHALL BE THE MUTUAL UNDERSTANDING AND AGREEMENT BY BRUNSWICK COUNTY AND SENSUS THAT:

1. The Duties and responsibilities of Sensus and Brunswick County shall be as outlined in the "Sensus/Customer Flexnet Deployment Project Responsibilities Document – Statement of Work" dated November 30, 2009 with the following exceptions:

    A. Sensus will designate a project manager and have the project manager on site for the first year of installation at no additional cost.

    B. Brunswick County is not responsible for any FCC fees for use of the radio frequency.

    C. All meters furnished shall read US Gallons with 8 digit registers.

2. Any disputes that arise between Sensus and/or its authorized reseller and Brunswick County will be subject to mediation if the dispute cannot be otherwise resolved. This section shall not preclude the right of either party to seek other legal relief.

Jacquie Morden

From: Lisa Callicutt <LCallicutt@royalpurple.com>
Sent: Monday, April 17, 2017 1:27 PM
To: Jacquie Morden
Subject: Distributor for North Carolina

Hello,

The distributor that handles North Carolina would be Atlan-Tec in Florence, SC 843-661-0415.

Thank you,

Lisa Callicutt
Receptionist
Royal Purple
Calumet Specialty Products Partners
Packaging and Branded Products
Office: (281) 354-8600
Fax: (281) 354-7600

Chuck Braun

From: Michael Garrett <mgarrett@marketingassociates.org>
Sent: Thursday, April 28, 2016 5:38 PM
To: Chuck Braun
Cc: Matt Garrett
Subject: Bard Manufacturing

Chuck,

I hope you're doing well. Matt Garrett with All Seasons Commercial Distribution asked me to reach out to you. He asked I let you know that All Seasons is Bard Manufacturing's engineered products distributor in North Carolina. Due to the complexity of our product offering, and the expertise required with some of our more advanced system our engineered products are often only offered through one distributor per state or trade region. In this case All Seasons is our EPD for the State of North Carolina. Please don't hesitate to contact me if you have further questions. Thank you for your business!

All the best,

Michael

Michael K. Garrett
Mid Atlantic Regional Director
Bard Manufacturing Company

Marketing Associates, LLC
Post Office Box 13068
Greensboro, NC 27415

Beck Sales & ENGINEERING

January 22, 2015

Brunswick County Public Utilities
cbraun@brunsco.net
Pages: 1

Attention: Chuck Braun

Subject: Xylem Analytics Representation

Dear Chuck:

Beck Sales & Engineering Co. is the authorized Xylem Analytics Representative for the following products in both NC and SC.

Products	**Affiliated Company**
Royce Technologies Monitoring and Control Instruments	OI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9210)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW
YSI Process Monitors IQ SensorNet	YSI Corporation
YSI Water Quality Systems Products (WQS)	YSI Corporation

Should you have any questions, please let us know.

Sincerely,

Beck Sales and Engineering Co.

Mike Beck

10718 Carmel Commons Blvd., Suite 250 • Charlotte, NC 28226

P: 704-542-9329 • F: 704-541-5711 • E: becksls2@bellsouth.net • www.becksls.com

- Tretter Mfg. Company
- Velan
- Waterman

- Instruments & Controls
- Steam, Air & Hydronic Products
- Municipal Manufacturers
- Additional Manufacturers

DeZURIK Distributor

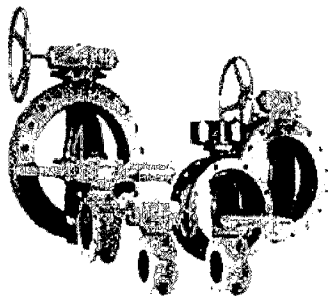
DeZURIK
APCO | HILTON

Carotek is proud to be the stocking distributor for DeZurik valves in North Carolina, South Carolina and Virginia. DeZurik is the innovative global leader in valve technologies for pulp and paper, chemical, petrochemical, power, mining, water and wastewater industries. Since 1928 DeZurik has been an icon in the valve industry.

In 2011 DeZurik acquired APCO/Willamette – two industry leading water and wastewater brands that boast a history of innovation going back to APCO's founding in 1895. APCO and Willamette are perfect additions to DeZurik's vast line. Hilton Valve was acquired by DeZurik in 2012 bringing custom knife gate and high pressure control valves capabilities for hydro-electric, industrial and municipal applications.

DeZurik designs and manufactures a diverse family of valve products including:

Resilient Seated Butterfly Valves	High Performance Butterfly Valves	AWWA Butterfly Valves
Knife Gate Linear Valves	Eccentric Plug Valves	Eccentric Plug Valves
Rotary Control Valves	Automatic Control Valves	Cone & Ball Valves
Landing Disc, Silent Flap and Double Door Check Valves	L&W, L&S and Cushion Swing Check Valves	Air, Vacuum, Surge Relief Valves



Carotek strives to understand our customer's processes completely, so together with DeZurik, we can provide customized engineered and standardized packages.

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MANUFACTURERS

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BLOWERS & VACUUM PUMPS
INSTRUMENTATION & CONTROLS
VALVES
ASCO
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DFT Valves
EIM

EIM Distributor

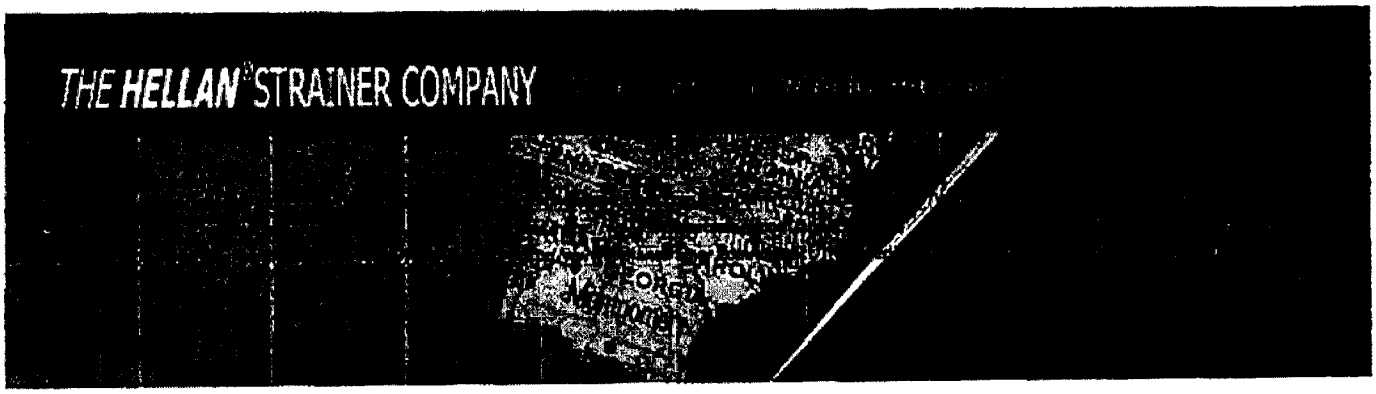
EIM has manufactured high quality valve actuators since 1949 and is represented by Carotek in the municipal market for the states of North and South Carolina.

Carotek provides the full line of EIM actuators:

- Electric Actuators
- Electronic Actuators
- Manual Actuators

Standard Features of EIM actuators include:

- Fully compliant to AWWA specifications
- Non-intrusive designs
- Declutchable Manual overrides as standard
- Single and three phase AC and 24 volt DC actuators
- Battery back-up systems
- Up-to 150,000ft/lbs of torque
- Digital network Systems:
  - Controlinc
  - Foundation Fieldbus
  - Profibus DP with RedCom



Jump to Product:

Hellan

- Manual (/hellan-manual/)
- Automatic (/hellan-automatic/)

Fabricated

- WYE (/fabricated-y/)
- Simplex / Basket (/fabricated-simplex/)
- Tee (/fabricated-t/)

Military/Marine

- Staples & Pfeiffer (/staples-pfeiffer/)
- Manual (Hellan) (/hellan-manual/)
- Automatic (Hellan) (/hellan-automatic/)
- Y (Staples & Pfeiffer) (/military-y/)
- Simplex / Basket (Staples & Pfeiffer) (/military-simplex/)
- Duplex (Staples & Pfeiffer) (/military-duplex/)
- Hose Reels -AFFF & Fueling Hose Reels (/hose-reels/)

Eastern United States

Strainer Reps, Eastern U.S. Region

Carotek, Inc.
Dalton Kean
700 Sam Newell Road
PO Box 1395
Matthews, NC 28106
PH:804-279-8800SC, NC and VA
Industrial & Municipal Sales
Kahl Company.
3526 Silverside Road: #38
Wilmington, DE 19810**Phone : 302-478-8450**
Fax :

website: www kahlco.com (http://www kahlco.com)

NJ - Municipal only
PA, DE & MD - Industrial and Municipal

Rep Company	Contact Info	Sales Area
The Blake Group 4 New Park Road East Windsor, CI 06088	PH:800-353-1100 FX: E-mail: sales@blakeequip.com (mailto:sales@blakeequip.com) Website: www.blakeequip.com (http://www.blakeequip.com) See website for sales person directory	ME, NH, VT, MA, RI (excluding W and SE See website for regic
Carl Eric Johnson Company 1752Q Macleod Drive Lawrenceville, GA 30043	PH:800-737-2235 Fax:678-377-2021 E-mail: sales@cejco.net (mailto:sales@cejco.net) Website: www.cejco.net (http://www.cejco.net) See website for sales person directory	AL, FL, GA, T Industrial & Municij See website for regic
Dave Heiner Associates, Inc. **3799 Route 46, Suite 102** **P.O. Box 6010** **Parsippany, NJ 07054**	PH:973-299-9990 FX:973-299-9988 E-mail: jheiner@daveheinerassoc.com (mailto:jheiner@daveheinerassoc.com) Website: www.daveheinerassoc.com (http://www.daveheinerassoc.com) **Contact Rob Knoblauch**	NJ, SE NY & Long Municipal water & w. **See website for territory**
Grundeen & Associates, INC. **P.O. Box 9269** **Schenectady, NJ 12309**	PH 518-372-5533 E-mail: Rich@Grundeen.com (mailto:Rich@Grundeen.com) Contact Rob Knoblauch Website: www.grundeen.com (http://grundeen.com)	NY, SE NY & Long Municipal water & w.

CLA-VAL

August 11, 2016

Re: Charles R. Underwood, Inc:

Cla-Val Company has appointed Charles R. Underwood, Inc as our exclusive Master Municipal Distributor and as its representative for the sales of its standard products sold under the trade name of Cla-Val in connection with valves and controls for the States of North & South Carolina. Charles R. Underwood, Inc. is also our factory trained and authorized service facility for CLA-Val Company products for the States of North & South Carolina.

If you require any further conformation or need any additional information regarding this matter please feel free to contact me.

Regards,

Bill Moore

Digitally signed by Bill Moore
DN: cn=Bill Moore, o=Cla-Val Company, ou=Regional Manager, email=bmoore@cla-val.com, c=US
Date: 2016.08.11 15:09:56 -04'00'

William S. Moore
Regional Manager
Cla-Val Company

Cla-Val Eastern Regional Office
6911 Richmond Highway, Suite 444 • Alexandria VA 22306
ph: 800.451.3030 • fax: 703.721.1927 • www.cla-val.com

EMERSON

Emerson Automation Solutions
Micro Motion, Inc.
7070 Winchester Circle
Boulder, CO 80301

02/18/2019

In response to your recent inquiry regarding the source of Micro Motion, Inc. products and services through ClearWater Sales, Inc. for Municipal sales and services, we offer the following.

Products manufactured by Micro Motion, Inc. include Coriolis flow and density measurement devices, magnetic and vortex flowmeters. These products, including replacement parts, are new, and manufactured Micro Motion and its related subsidiary organizations, and Micro Motion is pleased to offer these products for sale directly to our customers and through our authorized Municipal sales representantive in the Southeast, ClearWater Sales, Inc.

ClearWater Sales, Inc. is Micro Motion's only authorized Municipal sales and service representative in the North Carolina, South Carolina, Virginia, and Maryland territory.

Please contact me if you have any questions regarding this letter.

Regards,

Christopher Nelson | Contracts Manager | Micro Motion, Rosemount Flow, Roxar, Flow Field Services

Emerson Automation Solutions | 7070 Winchester Circle | Boulder| CO| 80301

T +1 303 530 8535 | F +1 800 821 0314

Christopher.Nelson@Emerson.com

PENTAIR

HYDROMATIC®

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Locate distributors by state

Market Segment specified

Brand: **Hydromatic** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: **NC** *ZIP*: **28422**

Search Results 1 Distributor(s) found

Please choose one of the following distributor(s):

Clear Water, Inc.
Clear Water, Inc.
1939 Tate Blvd. SE
Hickory, NC 28602

PHONE: 828-855-3182
FAX: 828-855-3183
Email: shadi@clearwaterinc.net

Search by Zip Code...

Select a Market: Municipal

Enter Zip Code: 28422

Next **New Search**

PENTAIR

Distributor Locator - Domestic (USA)

FAIRBANKS NIJHUIS®

Locate distributors by zipcode

Market Segment specified

Brand: **Fairbanks Morse Pump** *Market*: **Municipal**

Location specified

County: **Brunswick (37019)** *State*: **North Carolina (NC)**

Search Results **1 Distributor(s) found**

Please choose one of the following distributor(s):

CLEARWATER, INC
PO BOX 1469
1939 Tate Boulevard, SE
HICKORY, NC 28603-1469

PHONE: 828-855-3182
FAX: 828-855-3183
Email: shad@clearwaterinc.net

Search by State and County...

Select a Market: Municipal

Select your State: North Carolina

Select your County: Brunswick

Next New Search

EMERSON
Process Management

EMERSON PROCESS MANAGEMENT
Rosemount Division
9100-F Perimeter Woods Drive
Charlotte, NC 28216
Tel 704-598-5660
Fax 704-598-5681

September 14th, 2016

To Whom It May Concern:

Re: North/South Carolina Municipal Representation

Clearwater Inc is the sole municipal sales representative for Emerson PM, Rosemount Measurement, Rosemount Analytical, and Micro Motion divisions, in North and South Carolina for all their instrumentation products, parts, and service repair at Emerson PM facilities. Rosemount is the Sole Source provider of such products for municipal utilities and their associated contractors and vendors.

We appreciate your interest in Rosemount products and have made this arrangement to provide you with continuing excellent sales support and service.

Cordially,

EMERSON PROCESS MANAGEMENT
Rosemount Measurement & Analytical Divisions

Scott Jones

Scott Jones
Area Municipal Sales Manager
704-906-0910

Weir Specialty Pumps
92 Ridgewood Drive
Amherst, NY 14226

T 716 835 1110
C 716 536 3455
weirsp.com

August 1, 2018

Brunswick County
West Brunswick Plant

Attention: Mr. Michael Garrity

Subject: **Sole Source Letter – ClearWater, Incorporated**

Dear Mr. Garrity:

Thank you for your inquiry in regard to WEMCO pumps and equipment.

Weir Specialty Pumps, in Salt Lake City, Utah is the only manufacturer and sole source for WEMCO Torque-Flow recessed impeller pumps, WEMCO Hydrogritter grit separation systems, WEMCO Screw-Flow Screw Centrifugal pumps and Prerotation systems, WEMCO Chop Flow chopper pumps, WEMCO Self-Priming Pumps, WEMCO Non Clog pumps, and parts for all above listed WEMCO equipment. For assistance and complete information on all WEMCO pumps, equipment, and parts, please contact our exclusive Municipal Representative in your area:

ClearWater Incorporated
1105 8th Street Court SE
Hickory, NC 28602
Telephone: (828) 855-3182
Fax: (828) 855-3183

WEMCO Pump is a product line of Weir Specialty Pumps, formally named Envirotech Pumpsystems. Our Federal I.D. Number, 87-052 9231, has not changed.

Thank you again for the opportunity to serve you.

Sincerely,

Michael S. Howard

Michael S. Howard
Regional Sales Manager | Municipal

E-mail: mike.howard@weirgroup.com

CONTACT US

Regional Rep / Distributor

{46616262-C8B6-43BF-BD4F-3A4C0F7A255C}{DD9C96F4-779D-4A3F-8BCC-1C5F03400546}

Combs & Associates, Inc - Municipal only
Post Office Box 32185
Charlotte, NC 28232-2185
Phone: 704-374-0450 ext 17
Fax: 704-375-6618
Website: http://www.combs-associates.com
Email: laurastreeter@combs-associates.com

covalen

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Archives

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- News
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« Fluid & Thermal Systems is now COVALENCovalen Leveraging Aquastore for a Municipal Water Storage Issue »

E/ONE SEWER SYSTEMS ANNOUNCES NEW DISTRIBUTOR IN CAROLINAS

Environment One Corporation (E/One), Niskayuna, New York, has announced the appointment of Covalen as the new E/One Sewer Systems distributor for its Carolina territories. George Earle, president at Environment One, said that the appointment of Covalen as our new distributor for both North and South Carolina is an important step for E/One in bolstering our position in this area.

Covalen, which operates in the Midwestern United States as well as the Southeast, has been a long-time distributor for Environment One and is considered an innovative and successful channel partner. Their skilled sales and applications staff has helped achieve market leadership in the areas where Covalen represents the E/One product line.

Bob Jacobi, Covalen president, said, "The opportunity for Covalen to begin an operation in North and South Carolina is exciting for our company and it is also an honor to be chosen by Environment One to carry the E/One flag in such an important territory."

Covalen's Southeast operation is based in Loris, SC. The location carries a full inventory of E/One products and also offers full service and repair of the product.

Manager of municipal sales for the new location, Bob Jordan, said that "the Carolina business brings many challenges and opportunities for Covalen and our staff there. We are impressed by the knowledgeable clientele we have worked with so far and look forward to learning more from them as we progress."

Covalen contact info: www.covalen.com

877-770-8277

3981 Walnut St

Loris, SC 29569

Bob Jordan, Covalen Municipal Sales Manager

(C) 317-319-6077

Environment One Corporation is an operating company of Precision Castparts Corp. (NYSE: PCP), a worldwide manufacturer of complex metal parts and engineered products. With corporate headquarters in New York and regional offices and distribution throughout the industrialized world, E/One is a manufacturer and provider of

CRANE PUMPS & SYSTEMS

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

TELEPHONE: +1 937 778 8947
FACSIMILE: +1 937 773 7157
WEBSITE: www.cranepumps.com

January 4th, 2018

Steve Hlastala
Superintendent, Brunswick County Public Utilities
P. O. Box 249
Bolivia, NC 28422

Re: Crane Pumps and Systems Local Support for Brunswick County

Dear Steve,

This letter is to make you aware of our formal transition of local support for your pump business, moving away from Pumps, Parts & Service, Inc. over to Heritage Water Systems.

This transition became effective January 1, 2019. All of your direct Crane pricing, and terms & conditions are to remain unchanged until further notice.

Your contact at Heritage is as follows:

Heritage Water Systems
7105 Cessna Drive
Greensboro, NC 27409

Tim Tilley
336-687-7480
timtilley@heritagewater.com

If you have any questions, please do not hesitate to reach out to us.

Sincerely,

Jake Borchers

Jake Borchers
VP/GM Municipal Market
CRANE Pumps & Systems

MOYNO

Always the Right Solution™

Rick Baker
Regional Sales Manager
10500 Salt Box Court
Charlotte, NC 28277-1914
Phone: 704/752-4288
Fax: 704/752-4289
rbaker@moyno.com
www.moyno.com

May 28, 2013

Jeremy Sexton
Brunswick County Public Utilities
P. O. Box 469
Bolivia, NC 28422

Dear Mr. Sexton:

This letter is to advise that Daparak, Incorporated is the sole authorized representative for genuine Moyno® Products of Springfield, Ohio in the state of North Carolina.

Accordingly, all **genuine Moyno® Pumps,** Pipeliners, Annihilators, parts, and service are available only through Daparak.

Mr. Sexton, we appreciate the opportunity to be of service to Brunswick County Public Utilities. We appreciate your business and look forward to providing service to you in the future. If you have any questions, please do not hesitate to contact me.

Regards,

Rick Baker

Rick Baker, Moyno Regional Sales Manager

Machinery Services Corp.

Call 973.345.5600 Email info@servicer.com

Click Here For 24 Hour Emergency Service



Davis EMU Pumps

Product to view details.

Information



Wilo Impellers (4)
Modular system

Customer-specific combinations of pump ends and motors are possible in a modular system according to a fixed key



Wilo Submersible Sewage Pumps (14)
Pump: Casing parts, impeller and neck ring of high-quality cast iron (stainless steel casting on request).

Screwed connections as well as mobile neck ring made of stainless steel

Motor: Casing parts of high-quality cast iron or steel. Shaft of high quality heat-treatable steel, screwed connections made of stainless steel

wilo®

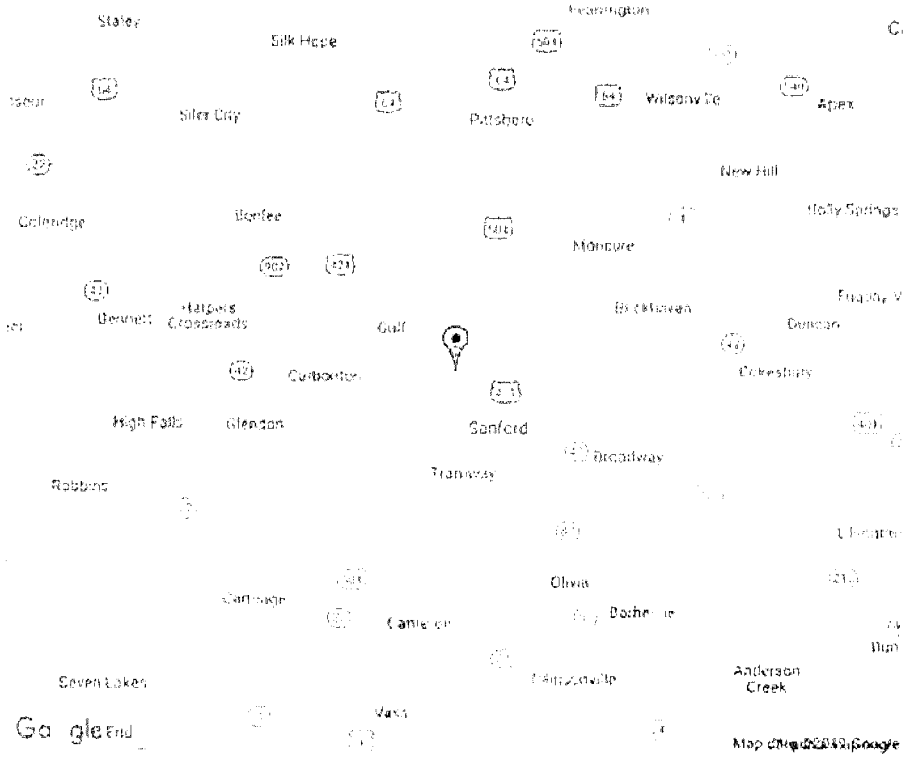


Choose Product Segment: Building Services | Water Management | Groundwater

To narrow search:
Enter Zip Code: 28422 or select state: Please select reset

Water Management :

Charles R Underwood
2000 Boone Trail Road
Sanford, NC, 27330
919-775-2463
www.crupumps.com



App-Tek

ThermoFisher SCIENTIFIC

January 4, 2016

To potential OdaLog customers

RE: OdaLog distributor for North America

This letter is to confirm that App-Tek International PTY Ltd. Is the sole manufacturer of the OdaLog/OdaTrak line of hydrogen sulfide gas data loggers and also confirms that Detection Instruments Corporation of Phoenix, Arizona is the exclusive American distributor of our OdaLog range of portable gas logging equipment.

Our policy of having only one distributor per major geographical area is to guarantee sufficient economies of scale to allow our distributors to be able to provide superior after sales support for OdaLog products sold in their area.

When we were looking at the USA and realized the quality of experience and knowledge that Neal Bridges and Lindy Eppinger, and their staff would be able to provide for our end-user customers, we had no hesitation in appointing Detection Instruments Corporation as our sole distributor for all of North America.

Thank you very much for considering OdaLog products to meet your current gas logging requirements.

Yours sincerely,



John Keramidas
Export Sales Manager
Data Acquisition

Thermo Fisher Scientific Australia Pty Ltd - 5 Caribbean Drive, Scoresby, Victoria 3179, Australia
Tel: +61 3 9757 4477 Fax: +61 3 9753 3483
Web: www.thermofisher.com.au

4.1.4 Storage of samples for microbiological analysis

Although recommendations vary, the time between sample collection and analysis should, in general, not exceed 6 hours, and 24 hours is considered the absolute maximum. It is assumed that the samples are immediately placed in a lightproof insulated box containing melting ice or ice-packs with water to ensure rapid cooling. If ice is not available, the transportation time must not exceed 2 hours. It is imperative that samples are kept in the dark and that cooling is rapid. If these conditions are not met, the samples should be discarded. When water that contains or may contain even traces of chlorine is sampled, the chlorine must be inactivated. If it is not, microbes may be killed during transit and an erroneous result will be obtained. The bottles in which the samples are placed should therefore contain sodium thiosulfate to neutralize any chlorine present, as de-

Environmental Chemist



05/02/2018

Brunswick County Public Utilities
Jeremy Sexton
4305 Southport Supply Rd SE
Southport, NC 28422

Evoqua/Permutit is the sole manufacturer/designer of the Permutit AVGF (Automatic Valveless Gravity Filter) with the original patent of the strainer plate design for pressure filters. Part number 105-39230 is a proprietary product in
which only Evoqua (Permutit) has designed to ensure the continuation of process integrity of this equipment. There is no other available source for our product(s) as all of these strainers are supplied through our Union NJ warehouse.

With kind regards,

David Pearsall

David Pearsall
1140 Route 22 East
Bridgewater, NJ 08807
Phone: 908-851-6916
Fax: 908-851-6906
E-mail: david.pearsall@evoqua.com

Standard Terms

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution**. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services**. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

TROJANUV
WATER CONFIDENCE

October 31, 2017

Brunswick County
Accounts Payable
P.O. Box 249
Bolivia, NC
28422

RE: TrojanUV System Replacement Parts for Municipal UV Disinfection Systems

This letter is to confirm that EW2 Environmental, Inc. located in Charlotte, NC, USA, is the exclusive provider of Trojan Technologies Genuine replacement parts for municipal projects and equipment for Brunswick County in Bolivia, NC.

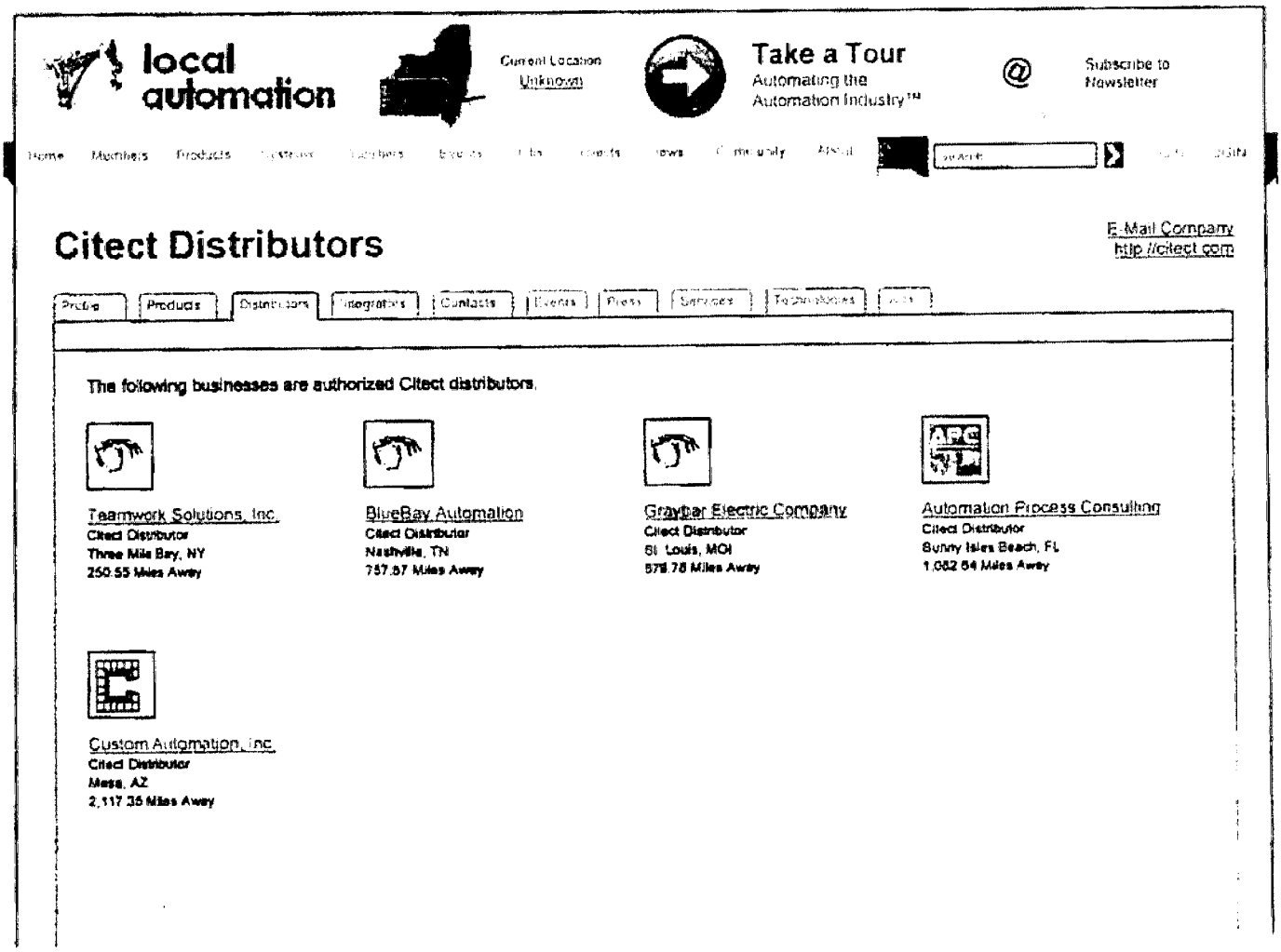
In order to keep the equipment performance guarantee intact, EW2 Environmental Inc, is the only Authorized representative for Genuine Trojan replacement parts. Trojan purchases only validated system components (lamps/bulbs, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions, please do not hesitate to contact me at 519-457-3400 ext 2556 or by email at mdoria@trojanuv.com.

Best regards,
TROJAN TECHNOLOGIES

Mike D'Oria
Municipal Territory Representative

Country / Territory	Independent Sales & Service Channels / Woodward Office	Services
United States—		
	OEMs—Contact Woodward/Rockford (aerospace turbines) or Woodward/USA (industrial turbines, electric power, engines).	
	Engine Solenoids—Contact Traycana (US east of Mississippi River) or Drake Controls - West (US west of Mississippi River).	
	MotoHawk Control Solutions product line—Contact New Eagle (Ann Arbor, MI).	
	Nuclear Utilities—Contact Engine Systems Inc.	
	Railroads—Contact Illinois Auto Electric.	
	All other needs:	
AL	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
AK	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
AZ	Winn-Marion Barber (Tempe)	Distributor / AISF / RER
	Western EPG Products (CA)	ASA
AR	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
CA	Drake Controls - West (Buena Park)	Distributor / ATC / AISF / RER (Solenoids)
	Elliott Company / Fairfield Service Shop (Fairfield)	AISF
	Propulsion Controls Engingeering (San Diego)	AISF
	Western EPG Products (San Diego)	ASA
CO	Winn-Marion Barber (Centennial)	Distributor / AISF / RER
	Case M&I	RTR
CT	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
DE	Peaker Services (New Castle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
DC	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
FL	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
GA	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
HI	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ID (north)	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ID (south)	Winn-Marion Barber	Distributor / AISF / RER
IL	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
IN	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
IA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
KS	Drake Controls	Distributor / AISF / RER / RTR
KY (east)	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
KY (west)	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
LA	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ME	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MD	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MI	Peaker Services (Brighton)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
MN	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
MS	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MO	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (St Louis)	AISF
MT	Winn-Marion Barber (Billings)	Distributor / AISF / RER
NE (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
NE (west)	Winn-Marion Barber	Distributor / AISF / RER
NV	Western EPG Products (CA)	ASA
NV (east)	Winn-Marion Barber	Distributor / AISF / RER
NV (west)	Drake Controls - West (CA)	Distributor / ATC / AISF / RER (Solenoids)
	Elliott Company / Fairfield Service Shop (CA)	AISF
	Propulsion Controls Engineering (CA)	AISF
NH	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NJ	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NM (southeast)	Drake Controls	Distributor / AISF / RER / RTR
NM (west/north)	Winn-Marion Barber	Distributor / AISF / RER
NY	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NC	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ND (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
ND (west)	Winn-Marion Barber	Distributor / AISF / RER
OH	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
	Fluid Mechanics (Cleveland)	Distributor (Diesel Fuel Systems)
OK	Drake Controls	Distributor / AISF / RER / RTR
OR	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
PA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
RI	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
SC	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
SD (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
SD (west)	Winn-Marion Barber	Distributor / AISF / RER
TN (east)	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
TN (west)	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr



As a registered user of Schneider Electric Software packages listed below, you are receiving ongoing Support through our Priority Support Program.

Your Support Program expires shortly! You need to renew your membership to continue to receive the following benefits:

1. Priority Telephone Support
2. Access to your personal Web Site
3. Software Updates
4. Eligibility to upgrade software product at a discount

Renew your contract by:

- Contact your local Schneider Electric distributor
  MATTHEW SHERWOOD/(910) 762 2648/, GRAYBAR ELECTRIC USA

- Contact your local Schneider Electric sales representative
  ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

From: customer.services@us.schneider-electric.com
[mailto:customer.services@us.schneider-electric.com]
Sent: Thursday, August 08, 2013 6:23 AM
To: bheck@brunsco.net
Subject: Priority Support Program Renewal Notice (SE-2-281913)

SCHNEIDER ELECTRIC

Priority Support Program Renewal Notice

Please note: THIS IS A QUOTE

Invoice will follow after receipt of purchase order

North Andover, 8 August,2013

BJ HECK
BRUNSWICK COUNTY GOVERNMENT CENTER USA
250 GREY WATER ROAD
ATTN I & E SHOP
SUPPLY, NC 28462
USA

Dear Bj

As a registered user of Schneider Electric Software packages listed below, you are receiving ongoing Support through our Priority Support Program.

Your Support Program expires shortly! You need to renew your membership to continue to receive the following benefits:

1. Priority Telephone Support
2. Access to your personal Web Site
3. Software Updates
4. Eligibility to upgrade software product at a discount

Renew your contract by:
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MATTHEW SHERWOOD/(910) 762 2648/, GRAYBAR ELECTRIC USA

- Contact your local Schneider Electric sales representative
ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

Still need assistance?
Call 1-888-266-8705, option #3 to reach our Service & Support Administration.
We will help manage your inquiries.
http://eclipse.modicon.com

Contract #	Service Number	Description	Qty	Expiration Date	Price
A1AU004015	771BASICT	BASIC TEAM BRONZE SUPPORT	1	11/6/2013	$5150

Chuck Braun

From: Chuck Braun
Sent: Thursday, December 20, 2018 2:58 PM
To: Jacquie Morden
Subject: FW: IAD letter

FYI
Letter from Schnieder on PLC/Modicon for Graybar

Thank You,
Chuck Braun
Purchasing Manager
Brunswick County Public Utilities
910-253-2636
Chuck.Braun@brunswickcountync.gov

From: Barry Hunsicker <Barry.Hunsicker@graybar.com>
Sent: Thursday, December 20, 2018 2:34 PM
To: Chuck Braun <chuck.braun@brunswickcountync.gov>
Cc: Pat Hanley <Pat.Hanley@graybar.com>; Harold Chassereau <Hal.Chassereau@graybar.com>
Subject: IAD letter

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chuck,

Please allow me to introduce myself. My name is Will Eatmon, and I am the Schneider Electric Industry Sales Executive. I understand that you are looking for some clarification around getting quotations on certain Schneider Electric products. The following outlines and clarifies our IAD program, authorization and the value and importance of buying from your local IAD.

We, at Schneider Electric, believe very strongly that customer satisfaction is our primary goal. Therefore, the IAD program is structured with local support and technical competencies in mind. The requirements for this program are designed not to limit our customers' access to purchase points but rather to build capability and competencies in our local market tailored to elevate our customers' access to on site post-sales support and technical resources. As such each IAD does have a designated geography where they have authorization to sell our Unity based PLCs, Industrial PCs, and certain software products. If a distributor in that geography has not completed the required training, certification, and dedicated the required technical resources they cannot attain the IAD authorization. Therefore, that channel does not have access to sell the aforementioned products in their service geography. If a distributor does choose to meet the requirements of the program then they will gain access to those components. This program is also structured to drive local resources and fast access for our customers to any needed highly technical resources. To that point, we have very strict rules that prevent IAD channel members from selling those authorized products outside of their designated service area. Of course, we also have significant penalties for those channel members who break those rules. Again, all of this is driven around improving the customer's overall system life cycle experience and not just the transactional experience.

Graybar is currently the only IAD distributor in your geographical service area. As such, they are the most equipped and experienced channel to support you as you move through design, procurement, execution, and long-term maintenance of your system. Any warranty issues that may arise can and will be easily handled by Graybar. Our local IADs have their own sales operations, technical engineering staff, and account management available to assist you at a moment's notice with the full backing of Schneider Electric.

If I can assist you in any way please do not hesitate to reach out to me.

Thanks,
Will

Will Eatmon
Industry Sales Executive
Sales
Industry Business
Schneider Electric
M: 919-631-7834
1-888-778-2733
will.eatmon@schneider-electric.com
8001 Knightdale Blvd
Knightdale, NC 27545
United States
*Please consider the environment before printing this e-mail

Unity Pro

Program Languages and Structure Reference Manual

07/2011

35006144.10

www.schneider-electric.com

Schneider Electric

From: customer.services@us.schneider-electric.com
[mailto:customer.services@us.schneider-electric.com]
Sent: Thursday, August 08, 2013 6:23 AM
To: bheck@brunsco.net
Subject: Priority Support Program Renewal Notice (SE-2-281913)

SCHNEIDER ELECTRIC

Priority Support Program Renewal Notice

Please note: THIS IS A QUOTE

Invoice will follow after receipt of purchase order

North Andover, 8 August,2013

BJ HECK
BRUNSWICK COUNTY GOVERNMENT CENTER USA
250 GREY WATER ROAD
ATTN I & E SHOP
SUPPLY, NC 28462
USA
Dear BJ

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1. Priority Telephone Support
2. Access to your personal Web Site
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Renew your contract by:
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- Contact your local Schneider Electric sales representative
ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

Still need assistance?
Call 1-888-266-8705, option #3 to reach our Service & Support Administration.
We will help manage your inquiries.
http://eclipse.modicon.com

Contract #	Service Number	Description	Qty	Expiration Date	Price

Jacquie Morden

From: Jeremy Sexton
Sent: Wednesday, July 20, 2016 10:09 AM
To: Jacquie Morden
Subject: FW: SIRR Order Confirmation from hach.com
Attachments: 51246597548.pdf

Jacquie,

Our lab equipment is made by Hach and certain tests require the use of reagent that can only be purchased through Hach. These test include Monochloromine, iron, and phosphate. Will you please draw up a blanket PO for these items? Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

E-Mail - jeremy.sexton@brunswickcountync.gov
910-253-2488 Office
910-477-0918 Cell
910-457-9185 Fax

From: noreply@hach.com [mailto:noreply@hach.com]
Sent: Wednesday, July 20, 2016 10:03 AM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: SIRR Order Confirmation from hach.com

Hello Jeremy Sexton,

Thank you for scheduling an order at hach com! Your Scheduled Inventory Reagent Replacement (SIRR) order details are attached. We appreciate your business and are scheduling your future orders now. We will send you an email notification when each order is ready to be shipped. Please don't hesitate to call if you need assistance at any time. Thank you for choosing Hach, your source for expert answers, outstanding support, and reliable, easy-to-use products.

Sincerely,

Hach Customer Service

Hach | 800-227-4224

Jacquie Morden

From: Glenn Walker
Sent: Wednesday, July 19, 2017 10:14 AM
To: Jacquie Morden
Cc: Kadlecek, Kris (kkadlece@hach.com); Billy Benton
Subject: RE: Hach blanket PO

Hey Jacquie,
Yes Hach reagents are the only reagents we can use in our sampling analysis that use Hach instruments which are most of our samples.

Glenn Walker
BCPU Water Resources Manager
glenn.walker@brunswickcountync.gov
910-371-3490

From: Jacquie Morden
Sent: Wednesday, July 19, 2017 10:09 AM
To: Glenn Walker <Glenn.Walker@brunswickcountync.gov>
Subject: Hach blanket PO

Glenn,
I spoke with finance about the blanket PO for Hach. I explained that I had called the vendor several times for the sole source letter but they have not responded.
If you will email me that Hach is the only chemicals/reagents that can be used in your lab equipment, finance will accept that in place of having the letter from Hach.
I think this is poor customer service on the part of Hach.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

Jacquie Morden

From: Jeremy Sexton
Sent: Friday, July 28, 2017 3:28 PM
To: Jacquie Morden
Subject: RE: Quote Confirmation from hach.com

We have standardized all process pH controls at 211 and NW to the Hach sc200 controller. These controllers not only run pH probes but can run many other pieces of equipment that we currently use or may use in the future.

Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

EMail - jeremy.sexton@brunswickcountync.gov
910-253-2488 Office
910-477-0918 Cell
910-457-9183 Fax

From: Jacquie Morden
Sent: Friday, July 28, 2017 1:47 PM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: RE: Quote Confirmation from hach.com

Is Hach for the sole vendor for the probes and controllers? If so, please explain.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

From: Jeremy Sexton
Sent: Wednesday, July 26, 2017 10:03 AM
To: Jacquie Morden <Jacquie.Morden@brunswickcountync.gov>
Subject: FW: Quote Confirmation from hach.com

Jacquie,
Please find attached quote for pH probes and controllers. These are for the clearwells to allow us to run the clearwells in any configuration. Please code to R&M instrumentation.
Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Phone 910-253-2000
1500 Southport Supply Road
Southport, NC 28461

E-Mail: jeremy.sexton@brunswickcountync.gov
Office 910-253-2000
Office 910-457-0085
Cell 910-457-0855

From: noreply@www.hach.com [mailto:noreply@www.hach.com]
Sent: Wednesday, July 26, 2017 10:00 AM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: Quote Confirmation from hach.com

Hello Jeremy Sexton,

Thank you for visiting hach.com. Your quote details are attached. If you have requested contact from a Hach associate or pricing for unpriced product, a Hach product expert will be in touch with you within one business day to assist in solving your water quality needs.

Thank you for choosing Hach, your source for expert answers, outstanding support, and reliable, easy-to-use products.

Sincerely,

Hach Quote Team

800-227 4224 | quotes@hach.com

Company Overview

Harold Beck & Sons, Inc. designs, manufactures, and sells rotary actuators, linear actuators, and installation accessories for industrial control damper and valve actuation in the United States and internationally. Its products include rotary damper drives and actuators, compact rotary actuators, quarter-turn rotary valve actuators, compact rotary valve actuators, long stroke linear actuators, linear valve actuators, and replacement-retrofit kits. The company offers installation accessories, such as linkage kits, valve mounting hardware, mounting pedestals, and crank arm extensions/reducers. Its application services include troubleshooting, link-assist service, product demonstrations, applic...

Detailed Description

11 Terry Drive
Newtown, PA 18940

United States

Founded in **1936**

Phone:

215-968-4600

Fax:

215-860-6383

www.haroldbeck.com

Medora Corporation
GridBee SolarBee
Main Office & Service Center
224 Highway 22 Dickinson, ND 58601

October 17, 2017

Ms. Jacquie Morden
Brunswick County Public Utilities
250 Grey Water Road
Supply, NC 28422

To Whom It May Concern:

This letter verifies that

Heritage Water Systems, Inc.
3125 Kathleen Ave, Ste 299
Greensboro, NC 27408

is the only authorized Distributor in the state of North Carolina that is authorized to sell GridBee Model AP500 manufactured by Medora Corporation.

Heritage Water Systems, Inc. has received factory training for SolarBee / GridBee products and is an excellent resource for information and project assistance in the application of Medora equipment.

Please feel free to contact us with any questions or if you need additional information.

Sincerely,

Willard Tormaschy
Corporate Secretary

KAYLA REISS
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES FEB 21, 2023

(Notary Seal)

The above individual signed this letter in my presence on October 17, 2017. Attested to by Kayla Reiss, Notary Public, Stark County, State of North Dakota.

APPLICATION

Aeration/Biological/Clarification (Envirex Products)

Remove refinement

STATE/PROVINCE

NC

Remove refinement

FIND YOUR LOCAL MANUFACTURERS' REPRESENTATIVE

Evoqua products are represented by the leading experts in your region.

Firm:
Heyward Incorporated (NC)

Address:
2101 Cambridge Beltway Dr.
Charlotte, NC 28273

Phone:
704-583-2305

Email Address:
info@heyward.net

Website:
http://www.heyward.net/

FLUID ENGINEERING, INC.

Heyward Incorporated is proud to announce our representation of Fluid Engineering, Inc. of Erie, PA.

Fluid Engineering, Inc. manufactures Automatic Self-Cleaning Strainer/Filtration Systems; Simplex, Duplex, and Conical Strainers; and Custom Skid Strainer Packages. Industries served include power generation, F.G.D. Systems, Natural Gas Power Plants, pulp/paper, and water and wastewater treatment for both Municipal and Industrial market sectors, just to name a few.

Products

- Eliminator Automatic Self-Cleaning Strainer
- Hyper-Jet Automatic Self-Cleaning Strainer
- Automatic Slurry Strainer/Mixer with Scraper
- High Performance Slurry Duplex Strainer
- Simplex Strainers
- Static Gravity Strainers
- Conical Strainers
- Basket Strainers
- Y-Strainers
- Single and Multi-Bag Bag Filters
- "S" Basket Strainers

Heyward
Since 1908 INCORPORATED

Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
704.583.2305
www.heyward.net

Fluid Engineering
A Division of TM Industrial Supply, Inc.

Fluid Engineering, Inc.
1432 Walnut Street
Erie, PA 16502
814.453.5014
www.fluideng.com

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Market Segment specified

Brand: **Aur Layne/Verti-Line** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: NC *ZIP*: **28422**

Search Results 1 Distributor(s) found

Please choose one of the following distributor(s):

Heyward, Inc.
2101-A Cambridge Beltway Dr.
Charlotte, NC 28273

PHONE: (704) 583-2305
FAX: (704) 583-2900
Email: info@heyward.net

Search by Zip Code...

Select a Market: Municipal

Enter ZipCode: 28422 Continue

Start a new search

Layne/Verti-Line Pump

Copyright © 2006 The Pentair Pump Group - All Rights Reserved

Blue-White
Industries, Ltd.

To Whom It May Concern:

Heyward based in Charlotte, NC is the exclusive Municipal Representative for Blue-White Industries Pro-Series M peristaltic metering pump.

Heyward has been extended exclusivity for the promotion and sale of the Pro-Series M product line within the states of North Carolina and South Carolina.

Cordially,

David Koch

David Koch
Director of Sale

WEDECO

a xylem brand

Contact Center

Find your WEDECO representative nearby:

(•) UV

( ) Ozone

Enter your zip code:

28451

search now

Your local representative for WEDECO UV systems in 28451 Leland

Heyward Incorporated
2101-A Cambridge Beltway Drive
28273 Charlotte (NC)

Jeannie Sanders
leads@heyward.net

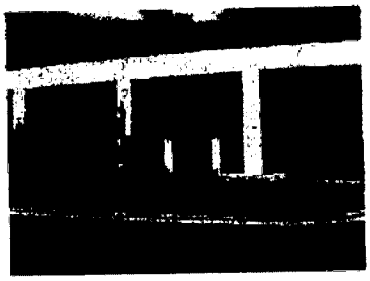
Phone: 704 583-2305
Fax: 704 583-2900

District Manager:
Kevin Flis
Kevin.Flis@xyleminc.com

USA - XYLEM WATER SOLUTIONS
WEDECO, a Xylem Brand
14125 South Bridge Circle
28273 Charlotte, NC
USA

Tel.: 704-409-9700
Fax: 704-295-9080

Contact form



You are not located in the United States?

Get the right contact in your country. **More...**

Browse our international website. **More...**

© Xylem Water Solutions. • 14125 South Bridge Circle • 28273 Charlotte, NC • USA
Tel.: 704-409-9700 • Fax: 704-295-9080 • www.wedeco.com • wedecoleads@wedecousleads.com

YSI Incorporated
1725 Brannum Lane, Yellow Springs, OH 45387
Tel +1.937.767.7241 Fax +1.937.767.9353

May 24th, 2018

To whom it may concern,

Heyward-Charlotte, Inc. is the exclusive Xylem Analytics Representative in municipal wastewater, industrial wastewater, and municipal drinking water markets within the geographical areas of North Carolina and South Carolina for the following products.

Products	Affiliated Company
YSI Process Monitors IQ SensorNet	YSI Corporation
YSI Water Quality Systems Products (WQS)	YSI Corporation
Royce Technologies Monitoring and Control Instruments	OI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9310)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW

Heyward, Inc.'s corporate contact information follows:

Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Phone: 704-583-2305
Fax: 704-583-2900

Feel free to contact me with any questions.

Best regards,

David Fraley

David Fraley
Regional Sales Manager
Xylem Analytics
937-269-4727
dfraley@Xyleminc.com

Jacquie Morden

From: Doug Kreis <dougkreis@the419group.com>
Sent: Tuesday, October 08, 2013 11:35 AM
To: jmorden@brunsco.net
Cc: chadsmalley@the419group.com
Subject: Homa Pumps

Good Morning Jackie. It was nice catching up with earlier this AM. I forgot we have been set up as a vendor with Brunswick, but we have received any PO's in about two years. Are we still showing up in your system?

We are the engineered sales distributor for HOMA Pumps in The Carolinas and Virginia.

Please let me know if you have any questions. Chad Smalley my business partner does all of the invoicing if you have any questions.

Doug Kreis
The 419 Group, llc

P: 843.957.8612
F: 866.370.2520

www.The419Group.com

ISO 9001:2008 CERTIFIED

March 4, 2015

Brunswick County Utilities
3954 Clear Well Drive NE
Leland, NC 28451

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in US Water Testing Market**
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Christina Lee at 1-800-321-0207

Sincerely,

Christina Lee

Christina Lee
IDEXX Water Division

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

Jacquie Morden

From: Dixon Medlin
Sent: Tuesday, May 31, 2016 1:39 PM
To: Jacquie Morden
Cc: Donald Dixon
Subject: Polymer at WBR

Jacquie,

We have done testing from both Amer-Chem and Industrial Solutions on different types of polymer in our gravity belt thickener process. Industrial Solution product works better and is more cost effective at this time.

Thanks,

Dixon Medlin
Chief Utility Plant Operator
West Brunswick Regional
Reclamation Facilty
E-Mail –dixon.medlin@brunswickcountync.gov
Office- 910-755-7921
Cell - 910-599-3165
Fax- 910-755-7921

Badger Meter

4545 West Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414 355-0400 800-876-3837
www.badgermeter.com

December 8, 2016

Mr. Chuck Braun, Purchasing Manager
Brunswick County Public Utilities
P.O. Box 249
Bolivia, NC 28422

SUBJECT: Authorized Dynasonics Representative in the Carolinas

Dear Mr. Braun:

The purpose of this letter is to confirm that the J.S. Dismuke Co., Inc. of Johns Island, SC is the sole authorized representative of the Dynasonics brand (part of the Badger Meter, Inc. family) of ultrasonic transit-time and Doppler flowmeters for the Water/Wastewater Market in North Carolina and South Carolina.

If you have any questions regarding this, please contact me.

Sincerely,

Eddie Wentz
Southeast Region Regional Sales Manager
Badger Meter, Inc.

Ph: 414-573-7410
Email: ewentz@badgermeter.com

Brunswick County Public Utilities
P.O. Box 249
Bolivia, N.C. 28422

Hello,

Krohne is the sole manufacturer/ distributor of the Krohne Tidalflux magnetic flow meter for partially filled pipelines. Any Tidalflux that is sold will be manufactured and shipped from our Krohne factory in The Netherlands.

Joe Godfrey
KROHNE, INC.
Inside Sales Engineer
978-535-6060 ext. 1113
j.godfrey@krohne.com

KRÜGER

Kruger
4001 Weston Parkway
Cary, NC 27513

TELEPHONE 919-677-8310
FACSIMILE 919-677-0082

Prepared for: Northeast Brunswick WWTP

11/26/2018

Attention: **Randy Bumgarner**

Kruger is the sole engineering design proprietor of the Kruger / Hydrotech system. All parts associated with the Kruger / Hydrotech system have been engineered based on Veolia Water Technologies, Inc. (dba Kruger) specifications and recommendations that include the following:

Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Mixers

Kruger Inlet Distributors/Weir Gates and Drive Components

HYDREX ™ products (polymers, microsand, coagulants, and specialty chemicals)

Kruger Rotor Drive Systems

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

Pricing: *Kruger to provide a 15% OEM Discount on Kruger list pricing to include all part associated with the above listed items. The corresponding discount will be applied at the time of quote and reflect on the associated invoice.*

Shipping: *Shipping is subject to change and standard shipping charges will apply. An option to overnight will be available for all applicable parts.*

If you have any questions or concerns, please feel free to contact me.
Thank you,

PLEASE NOTE:
This Letter is valid through
December 31, 2018.

Tony Cook
Customer Solutions Manager - Southeast USA Region, Kruger
VEOLIA WATER TECHNOLOGIES
office : +1 919 653-4557 / cell : +1 919 931-9044 / fax : +1 919 661-4568
Kruger / 1500 Garner Road, Suite C / Raleigh, NC 27610 / USA

VEOLIA
WATER
Solutions & Technologies

LAKESIDE EQUIPMENT CORPORATION



75 Years of Quality Service

Since 1928 Lakeside has been dedicated to providing processes and equipment to help design and construct reliable, efficient, cost-effective solutions to large and small municipal and industrial wastewater problems. Located in the suburbs of Chicago, Lakeside is an employee owned company. When you talk to an application engineer at Lakeside, you are talking to an owner, not simply an employee. The Lakeside engineer knows each and all of Lakeside's products.

Lakeside offers a wide range of equipment and systems for all stages of wastewater treatment from influent through discharge. Products include:

AERATION	CLARIFICATION
CLR Process E.A. Aerotor Plant Magna Rotors Rotor Covers	Spiraflo Clarifier Spiravac Clarifier Full Surface Skimmer Tertiary
SCREENING	**GRIT COLLECTION**
Raptor Fine Screen Raptor Micro Strainer Raptor Wedge Section Screen Raptor Wash Press Hy-Tec Screen Hydraulic Trash Rack Cleaners Cable Trash Rack Cleaners	In-Line Grit Collector Aeroductor Coanda Grit Treatment Systems Complete Plant Model L Grit Classifier SpiraGrit
Screw Pumps	**SPECIAL**
Open Screw Pumps Enclosed Screw Pumps	Series Clarification Trickling Filters

Lakeside Equipment Corporation
1022 E. Devon Avenue
P.O. Box 8448

Landia

ENGINEERED TO LAST

Landia, Inc.
111 Triangle Trade Drive
Cary, North Carolina 27513
Phone: 919-466-0603
Fax: 919-760-1666
Email: info@landiainc.com
Website: www.landiainc.com

January 30, 2018

Mr. Tim Webb
Brunswick County Utilities
P.O. Box 249
Bolivia, NC 28422

Subject: Landia Equipment

Mr. Webb:

Please use this letter as confirmation that Landia, Inc., located in Cary, NC, is the sole source for replacement units and parts for Landia mixers and pumps located in the U.S., as well as their service and repair. Landia manufactures the highest quality submersible mixers, chopper pumps, and aerators available.

If you have any questions, please don't hesitate to contact us. Thank you again.

Best regards,

Landia, Inc.

Kenneth E. Jacobs Jr.

Kenneth E. Jacobs Jr.
Service Manager

AURORA
Pentair Water

Distributor Locator - Domestic (USA)

Locate distributors by zipcode

Market Segment specified

Brand: **Aurora Pump**

Market: **Municipal**

Location specified

County: **Brunswick (37019)**

State: **North Carolina (NC)**

Search Results

2 Distributor(s) found

Please choose one of the following distributor(s):

Mechanical Equipment Co., Inc.
P.O. Box 689
Matthews, NC 28106

PHONE: 704-847-2100
FAX: 704-847-2349
Email: sharmon@mechequip.com

Mechanical Equipment Co., Inc.
5711 Six Forks Road
Suite 106
Raleigh, NC 27609

PHONE: 704-847-2100
FAX: 919-844-2030
Email: bmccollum@mechequip.com

Search by State and County...

Select a Market: Municipal

Select your State: North Carolina

Select your County: Brunswick | Continue

Start a new search

North Carolina

Christian Anderson – Territory Sales Manager
1100 SW 38th Avenue
Ocala, FL 34474
336-337-6538
christian.anderson@us.elster.com

Customer Service Representative:

Bonnie Screws
866-896-8858
bonnie.screws@us.elster.com

Business Partner:

Miller Supply Company
1628 S. Main Street
Laurinburg, NC 28352
910-276-7820
millersupplyco@bellsouth.net
http://www.millersupplywaterworks.com/

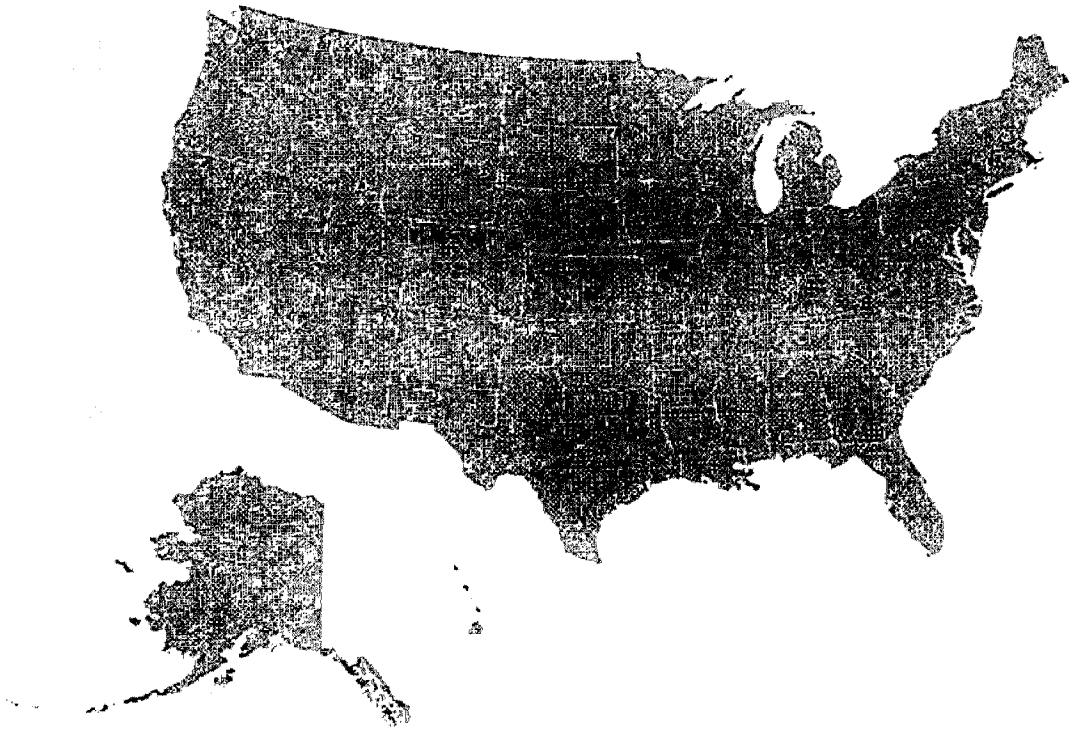
It appears you are using an **outdated version of Internet Explorer**. This may cause some features not to work correctly.
If you have the option, please upgrade your browser (http://browsehappy.com/) to improve your browsing experience.

(1)

SALES

To locate your Mueller sales representative, please click on the map below.

North Carolina



Back to continents map

FILTER BY ZIP CODE (US ONLY)

Zip Code

28422 | Under 200 Miles | Search

DISTRIBUTORS UNDER 200 MILES OF 28422

FORTILINE WATERWORKS

Distance: 19 Mile(s)
3321 U. S. HIGHWAY 421 NORTH
WILMINGTON, North Carolina 28401
Ph: 704.788.9800 (tel:7047889800)

HD SUPPLY WATERWORKS

Distance: 26 Mile(s)
6501 AMSTERDAM WAY
WILMINGTON, North Carolina 28405
Ph: 910.791.4148 (tel:9107914148)
Toll Free: 800.829.5131 (tel:8008295131)

HD SUPPLY WATERWORKS

Distance: 51 Mile(s)
3005 Fred Nash Blvd.
MYRTLE BEACH, South Carolina 29577
Ph: 843.293.2021 (tel:8432932021)

FORTILINE WATERWORKS

Distance: 52 Mile(s)
1090-B TIDEWATER DRIVE
MYRTLE BEACH, South Carolina 29579
Ph: 843.399.4443 (tel:8433994443)
Toll Free: 800.344.0924 (tel:8003440924)

FORTILINE WATERWORKS

Distance: 80 Mile(s)
324 EAST MOUNTAIN DR.
FAYETTEVILLE, North Carolina 28306
Ph: 910.425.8100 (tel:9104258100)

WATERWORKS SUPPLY OF NC

Distance: 80 Mile(s)
902 EASTERN BLVD.
FAYETTEVILLE, North Carolina 28306
Ph: 910.485.2221 (tel:9104852221)

HD SUPPLY WATERWORKS 550

Distance: 93 Mile(s)
1118 INTERSTATE BLVD.
FLORENCE, South Carolina 29501
Ph: 843.662.7068 (tel:8436627068)

FORTILINE WATERWORKS

Distance: 114 Mile(s)
3223 HAWKINS AVE.
SANFORD, North Carolina 27330
Ph: 919.777.5454 (tel:9197775454)
Toll Free: 800.274.3226 (tel:8002743226)

FORTILINE WATERWORKS

Distance: 119 Mile(s)
31 RUPERT ROAD
RALEIGH, North Carolina 27603
Ph: 919.779.7266 (tel:9197797266)

WATERWORKS SUPPLY OF NC

Distance: 119 Mile(s)
1420 B. DIGGS DR.
RALEIGH, North Carolina 27603
Ph: 919.833.4114 (tel:9198334114)
Toll Free: 800.348.8793 (tel:8003488793)

HD SUPPLY WATERWORKS

Distance: 124 Mile(s)
915 OSWEGO RD.
SUMTER, South Carolina 29153
Ph: 803.775.8341 (tel:8037758341)
Toll Free: 800.829.5160 (tel:8008295160)

FORTILINE WATERWORKS

Distance: 129 Mile(s)
5750 BROAD ST. EXT HWY 378
SUMTER, South Carolina 29154
Ph: 888.327.0433 (tel:8883270433)

FORTILINE WATERWORKS

Distance: 135 Mile(s)
4301 Arco Lane
N. Charleston, South Carolina 29418
Ph: 843.614.6186 (tel:8436146186)

FORTILINE WATERWORKS

Distance: 159 Mile(s)
120 SHORECREST ROAD
COLUMBIA, South Carolina 29209
Ph: 803.783.5511 (tel:8037835511)

HD SUPPLY WATERWORKS

Distance: 168 Mile(s)
914 CHRIS DRIVE
WEST COLUMBIA, South Carolina 29169
Ph: 803.794.0902 (tel:8037940902)

HD SUPPLY WATERWORKS

Distance: 171 Mile(s)
901 CRAFTERS LANE
PINEVILLE, North Carolina 28134
Ph: 704.394.5305 (tel:7043945305)
Toll Free: 800.829.5171 (tel:8008295171)

HD SUPPLY WATERWORKS

Distance: 173 Mile(s)
10000 METROMONT INDUSTRIAL BLVD.
CHARLOTTE, North Carolina 28289
Ph: 704.596.4080 (tel:7045964080)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
307 S. REGIONAL ROAD
GREENSBORO, North Carolina 27409
Ph: 336.605.1919 (tel:3366051919)

HD SUPPLY WATERWORKS

Distance: 174 Mile(s)
6344 Burnt Poplar Road
GREENSBORO, North Carolina 27409
Ph: 336.668.2511 (tel:3366682511)
Toll Free: 800.829.5148 (tel:8008295148)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
1210 RED RIVER RD
ROCK HILL, South Carolina 29730
Ph: 803.985.8888 (tel:8039858888)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
7325 OLD STATESVILLE RD.
CHARLOTTE, North Carolina 28269
Ph: 704.921.3004 (tel:7049213004)

Morex, Inc. export only

Distance: 175 Mile(s) Service Asia-middle East
1609 Crossbeam Drive
Charlotte 28217
Ph: 704-423-0102 (tel:7044230102)

Morex, Inc.

Distance: 175 Mile(s)
1609 Crossbeam Drive
Charlotte 28217
Ph: 704-423-0102 (tel:7044230102)

FORTILINE WATERWORKS

Distance: 177 Mile(s)
719 INDUSTRIAL DR.
LEXINGTON, South Carolina 29072
Ph: 803.359.7831 (tel:8033597831)

Morex, Inc.

Your Reliable Source For Engineered Products

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Morex, Inc., is a full service manufacturer representative company for heating, ventilating, air conditioning (HVAC), fire fighting products and industrial equipment.

Morex, Inc.'s expertise is in international marketing and its service area the Middle East region. For over 26 years we have been supplying the Middle East and have built an excellent relationship with our customers in that region. Morex, Inc. has been chosen by industry leaders to market their products.

Our commitment is to supply the best engineered products in the industry. Our goal is to continuously expand our market coverage while maintaining the quality of service we provide our suppliers and customers. Our facilities and staff of multilingual professionals, together with our affiliated offices and agents in the Middle East, maintain our reputation as one of the leading companies in our field.

Thank you for visiting our website. We hope you find this site helpful as you browse our pages for the various products and services we offer.



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FERGUSON ENTERPRISES, INC.

Distance: 192 Mile(s)
221 INDUSTRIAL AVENUE
DANVILLE, Virginia 24543
Ph: 434.792.8221 (tel:4347928221)

MUELLER SALES REPRESENTATIVES

Derek Holley

Phone: 864.230.5497 (tel:8642305497)
Email: dholley@muellercompany.com (mailto:dholley@muellercompany.com)

Jeff Marr

Phone: 804.314.1014 (tel:8043141014)
Fax: 804.262.7686
Email: jmarr@muellercompany.com (mailto:jmarr@muellercompany.com)

Martin Topps

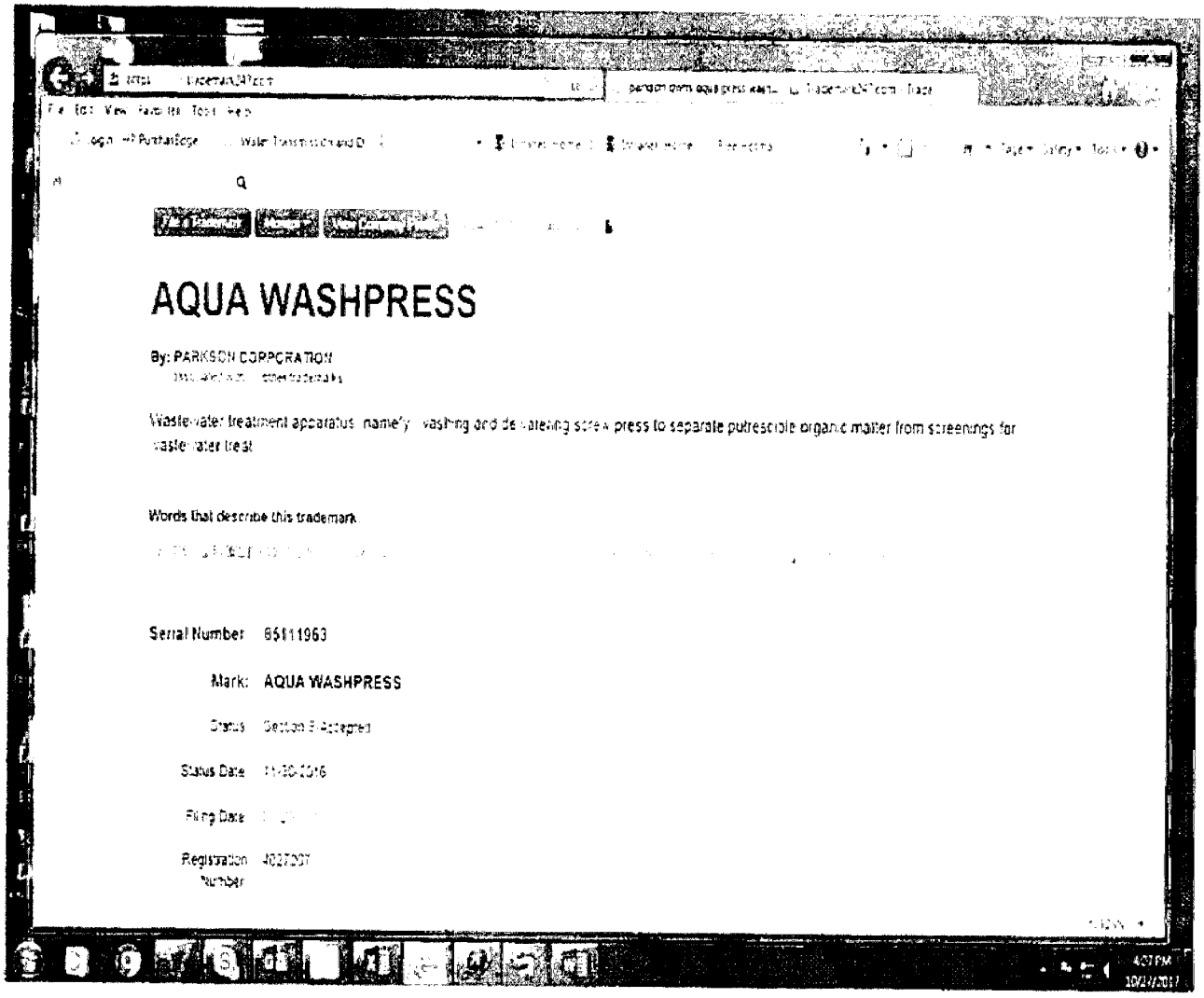
Phone: +44-7951 153920 (tel:447951153920)
Email: mtopps@muellercompany.com (mailto:mtopps@muellercompany.com)

Nathan Wiles

Phone: 336.229.4783 (tel:3362294783)
Fax: 336.229.4783
Email: nwiles@muellercompany.com (mailto:nwiles@muellercompany.com)

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Trademark/Patent Information (http://www.mwppat.com)



AQUA WASHPRESS

By: PARKSON CORPORATION

Waste-water treatment apparatus, namely, washing and de-watering screw press to separate putrescible organic matter from screenings for waste-water treat

Words that describe this trademark

Serial Number: 85111963

Mark: AQUA WASHPRESS

Status: Section 8 Accepted

Status Date: 11/30/2016

Filing Date:

Registration Number: 4027207

Screenings & Headworks

Screening benefits the process of wastewater, by-product and water treatment by removing troublesome and recognizable solids so they do not harm or damage downstream equipment and processes. Screening reduces operator workload by avoiding costly downtime of such items such as pumps, valves and other mechanical or process equipment.

Parkson offers a variety of in-channel and gravity fed rotating and static screens with a wide range of screen openings. We also offer screenings handling products such as conveying, washing and dewatering and when combined with a screen we offer a complete screening and screenings handling system.

auma®
Solutions for a world in motion

January 1, 2013

Subject: Representation/Service/Sales

To Whom It May Concern:

This letter acknowledges that **The Perkinson Company** of Charlotte NC is the exclusive Authorized Representative and Factory Authorized Service Representative for AUMA Actuators, Inc. in the states of North Carolina, South Carolina, Tennessee and Virginia (excluding the counties of Fairfax and Loudoun).

The Perkinson Company provides sales support, warranty and non-warranty service and repair in the above-mentioned states.

The Perkinson Company
P O Box 241428
Charlotte, NC 28224-1428
Phone: 704-525-8191
Fax: 704-527-6232

Sincerely,

Anthony L. Pecora
Vice President - Sales

Cc: Larry Stoltz – AUMA Regional Sales Manager
Garry Freiss – AUMA Service Manager

ABS Distributor and Service Center Locator

Click on the Location Name for details about the location.
The ⧗ icon next to the Location Name indicates Special Events at that Location.

Records 1 - 1 (1)

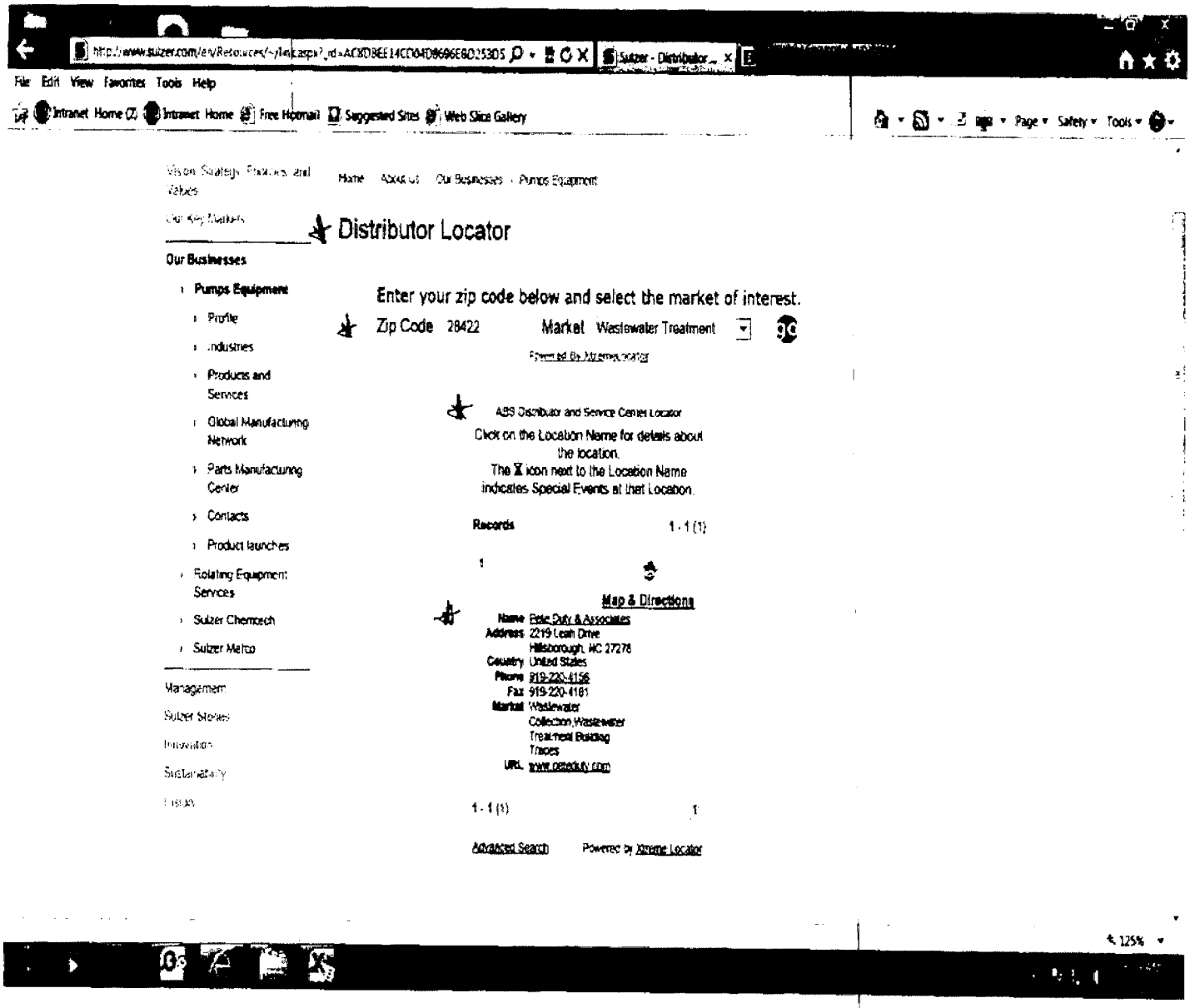
1 **Name** Pete Duty & Associates
Address 2219 Leah Drive
Hillsborough, NC 27278
Country United States
Phone 919-220-4156
Fax 919-220-4181
Market Wastewater Collection,Wastewater Treatment,Building Trades
URL www.peteduty.com

Map & Directions

1 - 1 (1) 1

Advanced Search

Powered by Xtreme Locator


File Edit View Favorites Tools Help
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Free Hotmail
Suggested Sites
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Vision Strategy Practices and Values
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Our Businesses
Pumps Equipment
Our Key Markets
Our Businesses
Pumps Equipment
Profile
Industries
Products and Services
Global Manufacturing Network
Parts Manufacturing Center
Contacts
Product launches
Rotating Equipment Services
Sulzer Chemtech
Sulzer Metco
Management
Sulzer Stories
Innovation
Sustainability
Distributor Locator
Enter your zip code below and select the market of interest.
Zip Code 28422
Market Wastewater Treatment
Powered by Xtreme Locator
ABS Distributor and Service Center Locator
Click on the Location Name for details about the location.
The X icon next to the Location Name indicates Special Events at that Location.
Records 1 - 1 (1)
1
Map & Directions
Name Pete Doty & Associates
Address 2219 Leah Drive
Hillsborough, NC 27278
Country United States
Phone 919-220-4156
Fax 919-220-4161
Market Wastewater
Collection,Wastewater
Treatment Building
Traces
URL www.petedoty.com
1 - 1 (1)
1
Advanced Search
Powered by Xtreme Locator
125%

July 11, 2017

To Whom It May Concern:

OmniSite sells exclusively through independent sales agents throughout North America. These sales agents are assigned an exclusive territory for our products. As such, Pete Duty & Associates, Inc., with offices located in North Carolina and South Carolina, is our sole source product supplier for the State of North Carolina and the State of South Carolina.

Sincerely,
Tom Ward
President
OMNISITE

High Tide TECHNOLOGIES

August 25, 2016

To Whom It May Concern,

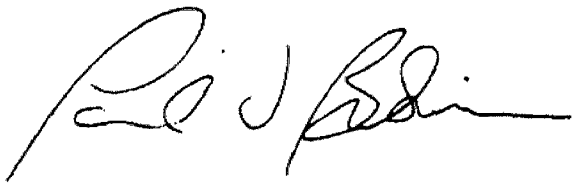
This letter is to inform you that Pete Duty & Associates is the exclusive distributor of High Tide Technologies (HTT) in the states of North Carolina & South Carolina.

HTT is a cloud-based SCADA company that enables our customers to monitor & control their systems from anywhere without spending a fortune. Our simple & secure solution uses field units, satellite, cellular or Ethernet communications, and the Internet to monitor and provide automatic control of our customers' systems.

HTT has over 50 distribution partnerships throughout North America, Central America, and South America.

If you have any questions or curiosities, please direct them to me.

Best regards,



Paul Balsom
Director of Marketing & Sales
High Tide Technologies
P: 615-256-6678
paul.balsom@htt.io

Chuck Braun

From: James Cook <jcook@ptupcorp.com>
Sent: Tuesday, July 23, 2013 10:23 AM
To: cbraun@brunsco.net
Cc: 'Bill Roach'
Subject: FW: Request from : Brunswick County Public Utilities, USA

Hi Chuck,

We just got your inquiry from Mala USA, Inc. Power-Tel Utility Products, Inc. (PTUP) is the Mala GPR dealer for the Southeast. The quote Bill Roach sent you is the retail price for the US. PTUP will support and train Brunswick County at no additional cost. Training is typically $1000 plus expenses from other vendors.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Jim Cook
PTUP
843-412-5301

From: Amber Onufer [mailto:aon@malags.com]
Sent: Tuesday, July 23, 2013 9:39 AM
To: jcook@ptupcorp.com
Subject: FW: Request from : Brunswick County Public Utilities, USA

Kindest regards,

Amber Onufer
Geologist/Senior Account Manager
MALA GeoScience USA, Inc.

Office: 843.852.5021 Ext. 5
Cell: 843.773.0737
Fax: 843.284.0684

From: Mattias Johansson [mailto:MJo@malags.se] **On Behalf Of** Sales
Sent: Tuesday, July 23, 2013 2:55 AM
To: Sales USA
Subject: VB: Request from : Brunswick County Public Utilities, USA

Från: sales@malags.com [mailto:sales@malags.com]
Skickat: den 22 juli 2013 21:25

Myers
Pentair Water

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Locate distributors by state

Market Segment specified

Brand: **F.E. Myers** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: **NC** *ZIP*: **28422**

Search Results **2 Distributor(s) found**

Please choose one of the following distributor(s):

PREFERRED SOURCES INC
1650A Mountain Road
Glen Allen, VA 23060
PHONE: 804-266-9280
FAX: 804-266-9282

PREFERRED SOURCES INC
930 Culp Road
Pineville, NC 28134-9470
PHONE: 704-504-3111
FAX: 704-504-3499

Search by Zip Code...

Select a Market: Municipal

Enter ZipCode: 28422

[Next] **New Search**

Raleigh Valve & Fitting Co.

Your Authorized Swagelok Sales and Service Center

919-878-8085 | info@Raleigh.swagelok.com | website

Raleigh Valve & Fitting Co.

- Products
- Services
- Industries
- Events
- **About Us**
  - Customer Feedback
  - Our Locations and Hours
  - Our Staff
  - Our Values

Print Send Page Link To Share

Sales and Service

Together, Charlotte Valve & Fitting Co., Raleigh Valve & Fitting Co., and Ridge Valve & Fitting Co. are your authorized sales and service representatives for Swagelok® fluid system solutions in North Carolina and Eastern Tennessee.

We strive to help your business grow by building lasting relationships through personalized service and support. We are one company with three offices located strategically throughout the region allowing us to share knowledge, support, inventory and purchasing between our three locations.



Charlotte Valve & Fitting Raleigh Valve & Fitting Ridge Valve & Fitting

Our goal is to help save you time. And our Swagelok® Custom Solutions capabilities do just that. Whether it's a single product or detailed assembly you need, our dedicated staff, facilities and equipment are here for you.

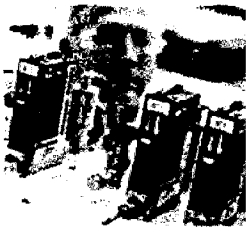
Maybe it's something else you're looking for. Our service offerings extend further than Swagelok Custom Solutions to:

- eBusiness
- Equipment Rentals
- Supply Chain Management
- Swagelok Energy Advisors
- Technology Trailer
- Training and Education

Whatever your need, we have the people onhand to provide a solution. Interested in talking to a member of our staff? Contact us today.

The whole staff at Charlotte Valve & Fitting Company is wonderful. Always helpful and very nice. Overall the top company I have had the pleasure to buy from. Thanks for all your help and support."

--Patrick Munn, Project Engineering Specialist



CUSTOM COMPONENTS
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CONSISTENT SERVICE A
QUALITY ACROSS THE G

VISIT US ON

Chuck Braun

From: Billie Willis <billie1097@icloud.com>
Sent: Monday, January 30, 2017 1:42 PM
To: Chuck Braun
Subject: Dealer

We are the only dealer for Yanmar construction equipment in eastern Nc.
I hope this helps.
Thanks,
Billie

Dealer Locator

Search by dealer name, phone number or partial address

Searcl

Select product type.

Construction

Select country and region.

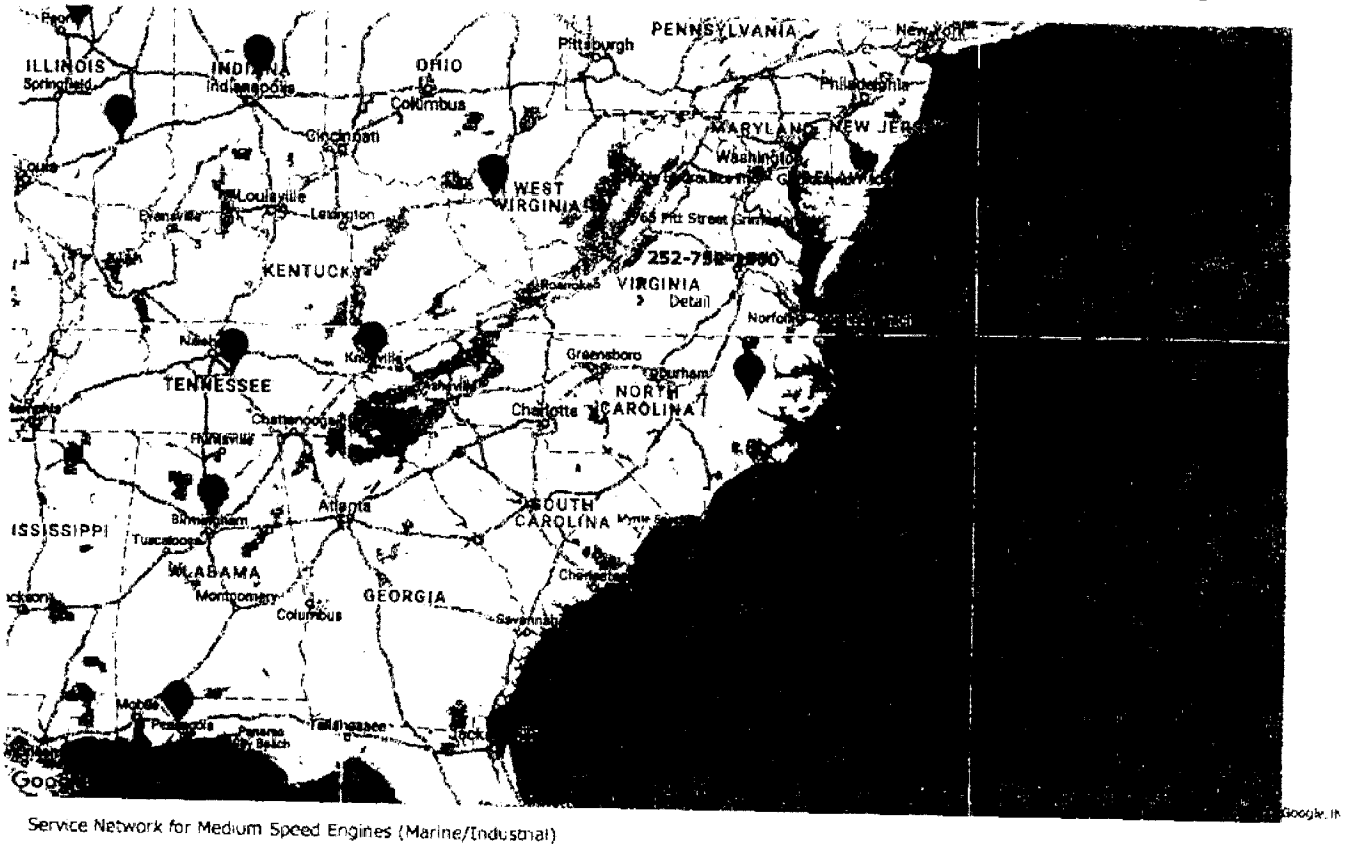
United States

All States

550 dealers found. Search from the map below or add more conditions.

Click the numbers on the map to zoom. Select the pin ( ) to see company information.

Show my locat



Service Network for Medium Speed Engines (Marine/Industrial)

ConstructionTechniques
INCORPORATED

February 21, 2017

Donald Dixon
Wastewater Superintendent
Brunswick County, NC

Re: RTC Southern, LLC
Certified Installer
Fabriform® Fabric Formed Concrete Revetments

Gentlemen,

Please be advised RTC Southern, LLC is the only certified installer of our Fabriform® products in the Carolina Region. RTC Southern, LLC is an experienced installer and has specialized in the installation of our products for the past 12 plus years with more than 7 Million square feet installed.

To the best of our knowledge the company and project personnel of RTC Southern, LLC have more than 50 years of combined experience in the successful installation of our Fabriform® products.

Very truly yours,

Construction Techniques Incorporated

B. J. Akers
President

15867 Snow Road, Suite 100
P.O. Box 42067
Cleveland, Ohio 44142 • USA

216.267.7310 / 800.563.5047
216.267.9310

fabriform@fabriform1.com
www.fabriform1.com

Schenck Process LLC
7901 NW 107th Terrace
Kansas City, MO 64153
Tel 800-821-2476
Fax 816-891-8306
www.schenckprocess.com

810 S. Old 75 Hwy., P.O. Box 205
Sabetha, KS 66534
Tel 800-225-2191
Fax 785-284-2191

746 E. Milwaukee Street
Whitewater, WI 53190
Tel 800-556-3184
Fax 262-473-2232

schenck process

To whom it may concern:

Schenck Process, LLC is the sole proprietor of controls on our equipment. We sell factory direct and do not sell to resellers.

Thank you,

Katy Ramaika | Aftermarket Sales Representative
Schenck Process LLC
746 E. Milwaukee St • Whitewater • WI 53190
Direct: 262-472-6447
Email: k.ramaika@schenckprocess.com

SIEMENS

August 9, 2013

To Whom It May Concern:

Beck Sales & Engineering Co. is the representative for Siemens Process Instrumentation products in **North** and **South Carolina** for the Municipal Market.

Siemens' selection of **Beck Sales & Engineering Co.** to handle the complete product line in the Municipal market is based on application and product knowledge, as well as customer support.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **Beck Sales** include:

- ❒ Level Instrumentation
- ❒ Loop Controllers
- ❒ Process Recorders
- ❒ Pressure and Temperature Transmitters
- ❒ Liquid, Gas, and Solids Flow Meters
- ❒ Weighing and Feeding equipment
- ❒ Valve Positioners
- ❒ Pneumatics

If you have any questions or requests, please don't hesitate to call:

Beck Sales & Engineering Co.
10718 Carmel Commons Blvd.
Suite 250
Charlotte, NC 28226
Phone: 704-542-9329
FAX: 704-541-5711
www.becksls.com

As always, we at Siemens are also available to assist you in all areas of pre-sales and post-sales support, including product applications, technical support, field service and technical product training.

Best Regards,

Bob Lontoc
East Sales Manager for Siemens Process Instruments
Siemens Industry Inc.
4630 Woodland Corporate Blvd. Suite 150
Tampa, FL 33614
Phone: 813 345 6303
Fax: 678 566 1152
Email: bob.lontoc@siemens.com

P.S. To sign up for our quarterly customer newsletter, go to http://www.sea.siemens.com/ia/newsprod/inpinews.html and click on Process Instrumentation News registration page.

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT
SURFACE WATER TREATMENT
DIVISION

PO BOX 249
BOLIVIA, NC 28422
(910) 371-3490
(910) 371-5755 FAX

TO: Jacquie Morden

FROM: Glenn Walker, WTP Superintendent

DATE: February 20, 2015

SUBJECT: **SMS Enterprises, Sole Vendor Status**

In years past we have put the Sodium Chlorite contract out to bid but had very little response outside of our current vendor SMS Enterprises. This contract is not a typical bulk chemical supply contract as the vendor has to supply the equipment that also produces the desired end product, Chlorine-dioxide. This equipment is integrated into the existing facility and is a key component in the production of a disinfectant that is needed to ensure the drinking water is safe. If we went to bid as often as the other bulk chemicals no one would even bid on it as the mobilization of the equipment would make it cost prohibitive. That being said, I do keep tabs on what other facilities like ours have to pay for the base product sodium chlorite. Davidson County uses sodium chlorite with vendor supplied equipment and their current price is $0.90 per lb. Harnett County uses sodium chlorite but has made the capital investment and purchased their feed equipment and their cost is $0.57 per lb. At our current price of $0.75 per lb. we pay about an $18,000 per year premium to use the vender supplied equipment which has a value of $240,000 (3 machines X $80,000). However the vendor is responsible for maintenance supplies, repairs, and weekly site visits to ensure the equipment is functioning properly. If you have further questions please do not hesitate to ask.

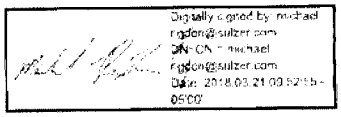
SULZER

Sulzer Pumps Solutions, Inc.

To Whom It May Concern:

The general industry products quoted in Sulzer quotation USA.8211-GSP.18.0117-B0 are supported directly by Sulzer Pumps Solutions Easley, SC, for the territory of the end user.

Best Regards,



Michael Rigdon
Applications Engineer
Sulzer Pumps Solutions, Inc.
155 Ahlstrom Way
Easley, SC 29640

Tuthill Worldwide Contacts

Tencarva Machinery Company

Tencarva Machinery Company
D. H. (Buddy) Boyles
1115 Pleasant Ridge Road (zip 27409-9753)
PO Box 35865
Greensboro, North Carolina, 27425
USA
Phone 1: (336) 665-0250
Fax: (336) 665-0303
<a href='http://www.tencarva.com'
target='_blank'>www.tencarva.com

Brands:
Competitor - Equalizer - PD Plus - PneuMax -
PneuPak - Vacuum Boosters

Product Types:
Air Blowers & Packaged Systems
Gas Blowers & Process Systems
Vacuum Boosting

Notes:

Notes:

Representative for North Carolina

Brands:

Competitor - Equalizer - PD Plus - PneuMax - PneuPak - Vacuum Boosters

Product Types:

Air Blowers & Packaged Systems
Gas Blowers & Process Systems
Vacuum Boosting

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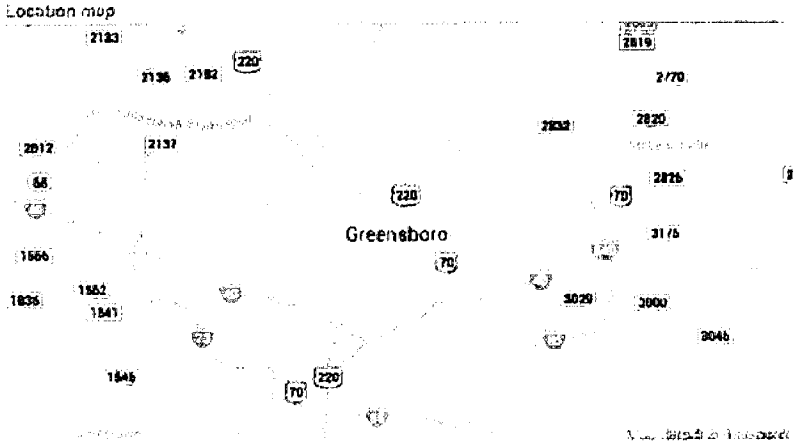
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Tencarva Machinery Company - Municipal - Weir Specialty Pumps

1116 Pleasant Ridge Road, Greensboro, North Carolina, 27409
T 336 665 0250 F 336 665 0303
jmiller@tencarva.com

Tencarva Machinery Company is the municipal representative for Weir Specialty Pumps for North Carolina (entire state), South Carolina (entire state), and Virginia (entire state excluding the 4 Washington D.C. border counties of Loudoun, Fairfax, Arlington & Prince William). The products that they represent include WEMCO, Hidrostal, Hydrogritter, and Chop-Flow.

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Jacquie Morden

From: Dixon Medlin
Sent: Thursday, March 17, 2016 1:13 PM
To: Jacquie Morden
Subject: FW: Radar Gauge
Attachments: FMR51 52.pdf

From: Brittney Fischer [mailto:bfischer@thermalprocess.com]
Sent: Thursday, March 17, 2016 11:33 AM
To: Dixon Medlin <Dixon.Medlin@brunswickcountync.gov>
Cc: Nathan Cook <ncook@thermalprocess.com>
Subject: RE: Radar Gauge

Hello Dixon,

Thermal Process Systems recommends the FMR52 Micropilot Level Radar Gauge for the Foam Control in our System. This model replaces the FMR245 that is now obsolete, but very comparable. We do not recommend any other product, brand or model number to be used with our system. The Endress and Hauser Micropilots have been tried and tested throughout the years and have been found to be more accurate than others in their category. The model number changes every few years because Endress and Hauser is continuously making improvements to make these Micropilots more accurate. We always recommend the newest model to all of our customers.

Attached is the Cut sheet for the FMR52.

Please let me know if there are any additional questions.

Thank you,

Please update my name in your records because I recently became a Mrs!

Brittney Fischer (Pressley)
Thermal Process Systems

From: Brittney Fischer
Sent: Wednesday, March 16, 2016 9:49 AM
To: 'Dixon Medlin'
Subject: RE: Radar Gauge

Hello,

The FMR245 is now a obsolete part number and we cannot go purchase. The new model replacing that item is the FMR52, this model is very comparable and from my understand, gets better readings. Please let me know if you would like to proceed or if you have any questions.

Thank you,

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PERKINS APPLIANCE PARTS & SERVICE	UT	829 SOUTH 500 WEST	84010

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McCROMETER

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Hemet, CA 92545-7799 USA
Tel 951 652-6811
Fax 951 652-3078

January 25, 2019

Clint Ward
Water/Wastewater Operator II
P.O. Box 607
Whiteville, NC., 28472
Ph.: 910-642-5818
cward@ci.whiteville.nc.us

This letter is to confirm that WK Hile Company is McCrometer's exclusive municipal representative as well as the sole source in the State of North and South Carolina. The products include the following:

McCrometer Propeller flow meters.
McCrometer V Cones.
McCrometer Wafer Cones.
McCrometer VM Flow meter.
Water Specialties Propeller flow meter.
Ultra Mag Flow Meter.
McCrometer 2821. Single Point Insertion Mag Flow meter.
McCrometer 3941., 3951. Full Profile Insertion Mag Meter

WK Hile Company is our exclusive representative and is responsible for all product sales, service that includes field start-ups and calibration. This "Sole Source Letter" remain in effect until further notice

Sincerely,

John W. Callison
RSM Southern & Mid-Atlantic States, Water & Wastewater Markets
McCrometer, Inc.
Office: 817-244-2859
Cell: 817-729-6465
Fax: 817-288-0927
Email: johnc@mccrometer.com
Web site: www.mccrometer.com

xylem
Let's Solve Water

USA Service

Xylem Water Solutions Flygt Products Authorized Service Facilities (1 MB)
Xylem Water Solutions Flygt Products Authorized Service Facilities are fully equipped with field service trucks that are stocked with parts and material to allow them to make field repairs if possible. These Authorized Service Facilities can generally supply a field service technician within 24 hours to your site location. These facilities generally have service technicians on 24-hour call, 7 days a week to be able to respond to your service needs.

The Xylem Water Solutions Flygt Products Authorized Service Facilities are also fully Authorized Xylem Water Solutions Flygt Products Warranty Centers. These facilities have full authorization to make warranty repair on your Flygt product, and work with the Regional Service Manager to assure you are getting any warranty credit that may be due you on your Flygt product. If you have your product repaired at a facility that is not a Xylem Water Solutions Flygt Products Authorized Service Facility, the warranty on your product will be null and void. The link below will give you a complete listing of Xylem Flygt Products Authorized Service Facilities within your area that are also Xylem Water Solutions Flygt Products Warranty centers.

In addition, Xylem Water Solutions Flygt Products Corporation also has highly trained Regional Service Managers that are available to assist the Xylem Water Solutions Flygt Products Authorized Service Centers. A National Service Manager, and a full Engineering and Technical staff at any of the Xylem Water Solutions Sales facilities or the corporate office in Charlotte, NC support all of our Service Managers.

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Xylem, Inc. Flygt Products - Charlotte Branch (NC)

14125 South Bridge Circle
Charlotte, NC, 28273 USA
Phone 704-409-9700
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x
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First Name*

Last Name*

Address

City

xylem
Let's Solve Water

USA Branches

California:
Xylem Water Solutions U.S.A., Inc.
790-A Chadbourne Road
Fairfield, CA 94534-9643
Tel: (707) 422-9894
Fax: (707) 422-9808
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
11161 Harrel Street
Mira Loma, CA 91752
Tel: 1-855-613-5948 or 1-855-61-FLYGT
Fax: 1-951-332-3679
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Florida:
Xylem Water Solutions U.S.A., Inc.
2152 Sprint Blvd
Apopka, FL 32703
Tel: (407) 880-2900
Fax: (407) 880-2962
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
1730 Tenth Street WRiviera
Beach, FL 33404
Tel: (561) 848-1200
Fax: (561) 848-1299
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
5771 Country Lakes Drive
Ft. Myers, FL 33905
Tel: (239) 693-5226
Fax: (239) 693-1485
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Georgia:
Xylem Water Solutions U.S.A., Inc.
128A Airport Park Drive
Garden City, GA 31408
Tel: (912) 966-1577
Fax: (912) 966-1579
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
90 Horizon Drive
Suwanee, GA 30024
Tel: (770) 932-4320
Fax: (770) 932-4321
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Illinois:
Xylem Water Solutions U.S.A., Inc.
8402 West 183RD Street Suite A
Tinley Park, IL 60477
Tel: (708) 342-0484
Fax: (708) 342-0491
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Indiana:
Xylem Water Solutions U.S.A., Inc.
7615 West New York St
Indianapolis, IN 46214
Tel: (317) 273-4470
Fax: (317) 273-4480
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
9745 Hedden Road
Evansville, IN 47725

Tel: (812) 602-6800
Fax: (812) 421-4612
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Massachusetts:
Xylem Water Solutions U.S.A., Inc.
78K Olympia Avenue
Woburn, MA 01801
Tel: (781) 935-6516
Fax: (781) 938-0364
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

New York:
Xylem Water Solutions U.S.A., Inc.
600 Mile Crossing Blvd Suite 3
Rochester, NY 14624
Tel: (585) 426-0280
Fax: (585) 426-3947
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

North Carolina:
Xylem Water Solutions U.S.A., Inc.
14125 South Bridge Circle
Charlotte, North Carolina 28273 USA
Phone: (704) 409-9700
Fax: (704) 295-9080
http://www.xylemwatersolutions.com/us

Ohio:
Xylem Water Solutions U.S.A., Inc.
1615 State Route 131
Milford, OH 45150
Tel: (513) 831-7867
Fax: (513) 831-7868
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Oregon:
Xylem Water Solutions U.S.A., Inc.
2630 North Marine Drive
Portland, OR 97217
Tel: (503) 240-1980
Fax: (503) 240-3445
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Pennsylvania:
Xylem Water Solutions U.S.A., Inc.
2330 Yellow Springs Road
Malvern, PA 19355
Tel: (610) 647-6620
Fax: (610) 647-5563
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Texas:
Xylem Water Solutions U.S.A., Inc.
2400 Tarpley Road
Carrollton, TX 75006-2407
Tel: (972) 418-2400
Fax: (972) 416-9570
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
1959 Saratoga Blvd, Bldg. 29
Corpus Christi, TX 78417
Tel: (361) 808-7867
Fax: (361) 225-2965
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
17352 Bell North Drive
Schertz, TX 78154
Tel: (210) 946-7867
Fax: (210) 651-3057
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Wisconsin:
Xylem Water Solutions U.S.A., Inc.
N27W23291 Roundy Drive
Pewaukee, WI 53072
Tel: (262) 544-1922
Fax: (262) 544-1399
mailto:flygtleads@flygtusleads.com
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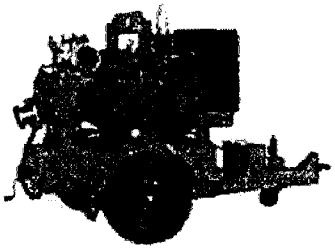
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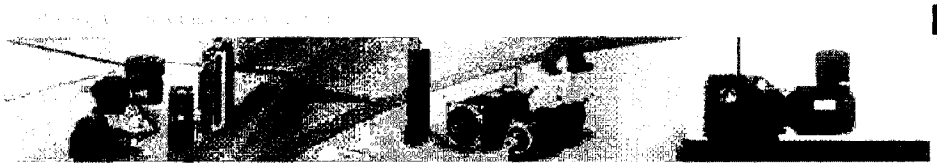


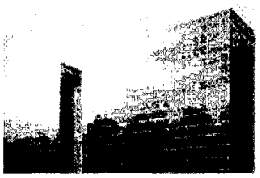
Godwin are global leaders in the supply of fully automatic self-priming pumps used in temporary and permanent applications. A full range of diesel and electric pumps available to rent or buy, used for dewatering and liquids transfer in mining, construction, municipal and industrial markets.
In 2010 Xylem acquired Godwin Pumps, bringing with them over 100 years of experience in the design, manufacture and supply of diesel pumps. Godwin Pumps is renowned for quality, reliability, and long life.
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Xylem now has access to Godwin's range of automatic self-priming pumps adding an additional and wider range of Diesel driven Dri - Prime pumps. The new Godwin pumps can be skid or trailer mounted for use in mobile applications which can provide exceptional energy efficiency and a significantly reduced clogging capability

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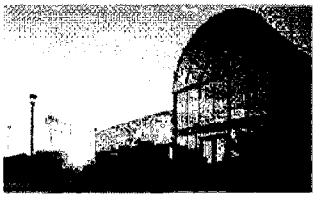


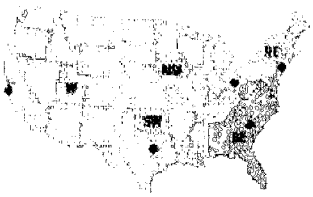


Contact Us

SEW Facility, District Sales Manager & Distributors for "28451"

Southeast Region, Puerto Rico & Jamaica





Southeast Region Assembly Center

SEW-Eurodrive, Inc.
1295 Old Spartanburg Hwy.
P.O. Box 518
Lyman, SC 29365

Tel: (864) 439-7537
Fax: (864) 439-7830

→ Email Customer Service

District Sales Manager

Brent Craft (4650)
Greensboro, NC 27406

Tel: 336-674-5361
Fax: 336-674-1290

→ Email

Nearest SEW-Eurodrive Distributors (within 75 miles)

10 miles (approximate)
Hanover Electric Motor Service
602 Wellington Avenue
Wilmington, NC 28401
Tel: 910-762-3702, Fax: 910-251-1975

10 miles (approximate)
Motion Industries
3822 US Hwy 421 Suite 120
Wilmington, NC 28401
Tel: 910-343-1311, Fax: 855-899-4063
→ Website

57 miles (approximate)
Motion Industries
1903 Godwin Avenue
Lumberton, NC 28358
Tel: 910-738-4221, Fax: 910-738-1627
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Jacquie Morden

From: BJ Heck <bheck@brunsco.net>
Sent: Monday, July 30, 2012 12:47 PM
To: 'Jacquie Morden'
Subject: RE: rl haire

Jacquie,
Randy Haire has extensive knowledge of our system. He has been doing work for almost 10 years for Public Utilities. He has helped develop our radio and PLC programs as well as provided new ways and suggestions to make out SCADA and Radio programming more efficient. As well, he lends his knowledge on many variable frequency drives and motor soft start applications in which has helped save the County a lot of money. Our previous experiences with other Integrators on Capital projects and some Engineering projects have not gone very well. The end result with the SCADA programs almost always results in Tommy Ellison and Randy Haire coming back to multiple sites to correct mistakes and make the programs run more streamline and consistent with the Public Utilities programming standards. We only want to use Randy due to his knowledge of our programming and database standards. He is knowledgeable of all of our sites and his rates are far less than the over $100-$150 an hour rates plus travel expenses quoted in the past by other integrators. He also has never charged the County for any travel expenses for food or lodging. He is also local and has always been available when we have called him for help no matter what time of the day.

Benjamin Heck
Instrumentation and Electrical Superintendent
Brunswick County Public Utilties
P.O. Box 249
Bolivia, N.C. 28462
W: 910-253-2011
C: 910-477-0734
F: 910-253-2984

From: Jacquie Morden [mailto:jmorden@brunsco.net]
Sent: Friday, July 27, 2012 8:06 AM
To: BJ Heck
Subject: rl haire

BJ, please send me a justification for not having other quotes for programming services. I know RL Haire been the vendor for several years.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

USCP
U.S. COMPOSITE PIPE, INC.

May 21, 2018

Subject: Tencarva

To Whom It May Concern:

This letter serves as a sole source document for products manufactured by U.S. Composite Pipe, Inc.

Tencarva is the sole authorized representative for U.S. Composite Pipe, Inc. in the state of North Carolina.

Sincerely,

Eric H. Davidson, P.E.
Vice President

800 CR 209, Alvarado, TX 76009 P-817.783.3444 F-817.783.6002

Chuck Braun

From: carrollindsol@bellsouth.net
Sent: Monday, July 22, 2019 3:02 PM
To: Chuck Braun
Cc: Matt Smith
Subject: ODO FREE SOLUTION

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Braun, ISS is sole providers of ODO Free Solution, that is used for odor control in ST. James Plantation. It is provided in bulk, serviced and tested by ISS tec. Rep. Please see contact information below.

Carroll Grice
Industrial Solutions & Supply, Inc.
PO Box 1172 / 2833 Gurley Rd.
Marion, SC 29571
843-423-0988 Office
843-423-0133 Fax
1-866-623-0988 Toll Free
843-430-1978 Cell

Chuck Braun

From: Benjamin Heck
Sent: Monday, July 22, 2019 7:37 AM
To: Chuck Braun
Subject: Re: Sole Source Justification

Price communications:
The company we have listed on the hurricane SOP as the on call tower climbing crew needed to install and adjust Scada radios in emergency events and non emergency events

Double radius and Brady:
Listed as the vendors who can supply large Canopy style Scada radios, programming and setup and installation for emergency and non emergency events.

Benjamin Heck
Instrumentation and Electrical Superintendent
BCPU
910-253-2011 office
910-617-3125 cell

On Jul 22, 2019, at 7:19 AM, Chuck Braun <Chuck.Braun@brunswickcountync.gov> wrote:

> Still need this for
> Price Communications
> Double Radius
>
> Thank You,
> Chuck Braun
> Purchasing Manager
> Brunswick County Public Utilities
> 910-253-2636
> Chuck.Braun@brunswickcountync.gov

Chuck Braun

From: Thad Hill
Sent: Friday, July 19, 2019 8:16 AM
To: Chuck Braun
Subject: RE: Sole Source Information

Chuck can you add these venders to the list .
Hoffland Environmental Inc. they provide parts for our polymixer that is used to help with the treatment in the sedimentation basin .
10391 Silver Springs Road, Conroe, TX, 77303

ACS Provides equitment(Filters and spare parts) to help control dust that is created by dumping of the fluoride .
3701 BASTION LANE RALEIGH ,NC 27604

Call me if you need more info thanks .

Thaddeus Hill
Water Resources Superintendent

From: Chuck Braun <Chuck.Braun@brunswickcountync.gov>
Sent: Tuesday, July 16, 2019 3:39 PM
To: John Nichols <John.Nichols@brunswickcountync.gov>; Donald Dixon <Donald.Dixon@brunswickcountync.gov>; Bob Tweedy <bob.tweedy@brunswickcountync.gov>; Glenn Walker <Glenn.Walker@brunswickcountync.gov>; Thad Hill <Thad.Hill@brunswickcountync.gov>; Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>; Tim Webb <tim.webb@brunswickcountync.gov>; Benjamin Heck <Benjamin.Heck@brunswickcountync.gov>; Mickey Thompson <Mickey.Thompson@brunswickcountync.gov>; Cory Sumner <Cory.Sumner@brunswickcountync.gov>; Steve Hlastala <Steve.Hlastala@brunswickcountync.gov>; Matt Smith <Matt.Smith@brunswickcountync.gov>; Rhonda Olson <rhonda.olson@brunswickcountync.gov>; Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov>; Brent Lockamy <brent.lockamy@brunswickcountync.gov>
Cc: Jacquie Morden <Jacquie.Morden@brunswickcountync.gov>
Subject: Sole Source Information

Attached is the spreadsheet I am compiling with sole source manufactures/vendors that Jacquie has compiled for us. It will be submitted to the board at the next meeting for review and approval. I need for you to review it and add any vendors that are sole source for your area. I will need the backup documentation for any additions. I need your information by Friday 7/19. Please contact me with questions.

Thank You,
Chuck Braun
Purchasing Manager
Brunswick County Public Utilities
910-253-2636
Chuck.Braun@brunswickcountync.gov

INSTRUMENTS
600 Emlen Way
Telford, PA 18969

July 18, 2019

TO: Brunswick County Public Utilities
250 Grey Water Road NE
County of Brunswick
Supply NC 28462

RE: Sole Source Sale of Hydro Instruments Equipment, Parts and Accessories to the Municipal (Water Utility) Market in North Carolina and South Carolina (Authorized Dealer and Service Provider)

To whom it may concern,

Let it be known that Carolina Pumpworks, LLC (CPW) is the sole authorized sales representative & service contractor for Hydro Instruments brand equipment in the states of North Carolina and South Carolina. If you have any questions, or require additional information relative to this matter, please do not hesitate to contact Hydro Instruments.

Carolina Pumpworks, LLC
1703 Richmond Avenue
Port Royal, SC 29935
P: 843-522-9600
F: 843-522-9615
C: 843-441-2494
Robert C. Pruit
rpruit@cpwllc.com

Regards,

Chris Montis

Customer Service & Technical Support
Hydro Instruments

Phone: 215.799.0980
Toll Free: 1.888.38.HYDRO
Fax: 215.799.0984

Website: www.hydroinstruments.com
Email: sales@hydroinstruments.com

SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods and/or services may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods and/or services listed below and that the vendor identified be authorized as a sole source for the goods and/or services.

Goods/Services: Carbon Dioxide and bulk storage vessel.

Recommended Sole Source Vendor:

Company Name: PRAXAIR DISTRIBUTION, INC.
Contact Name: Joey Ricker
Address: 10 River View Dr.
City, State, Zip: Danbury, Connecticut 06810-5113

Competition for the above-referenced goods and/or services is precluded based on the following: ***(Check all that apply. Attach detailed justification and supporting documentation.)***

☒ The needed product or service is only available from a single source.

☐ Performance or price competition for the product are not available.

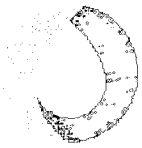
☐ The specific product and/or service from the vendor is necessary for standardization or compatibility.

☐ The needed product is proprietary to the vendor.

☒ Other: Contacted Air products (the other large pressurized gas supplier in our area) and they are not able to supply us with the needed quantities of gas. This leaves Praxair as the only viable supplier for the product and the storage vessel.

Expected Amount of Procurement: $585 per month lease of tank plus gas usage

Term: ☐ One Time Purchase ☒ Ongoing Purchase



05/02/2018

Brunswick County Public Utilities
Jeremy Sexton
4305 Southport Supply Rd SE
Southport, NC 28422

Evoqua/Permutit is the sole manufacturer/designer of the Permutit AVGF (Automatic Valveless Gravity Filter) with the original patent of the strainer plate design for pressure filters. Part number 105-39230 is a proprietary product in
which only Evoqua (Permutit) has designed to ensure the continuation of process integrity of this equipment. There is no other available source for our product(s) as all of these strainers are supplied through our Union NJ warehouse.

With kind regards,

David Pearsall

David Pearsall
1140 Route 22 East
Bridgewater, NJ 08807
Phone: 908-851-6916
Fax: 908-851-6906
E-mail: david.pearsall@evoqua.com

RESOLUTION AUTHORIZING PURCHASE OF
SPECIALTY PRODUCTS USED BY PUBLIC UTILITIES
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer; and

WHEREAS, The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6); and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met. This approval shall expire three years from the date below and require reauthorization.

Adopted this the 5th day of August, 2019.

_____
Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # V. - 13.
Utilities - Sole Source List (Donald Dixon - Deputy Director)

From:
Donald Dixon

Issue/Action Requested:
Request that the Board of Commissioners approve a resolution excepting the purchase of certain apparatus, supplies, materials, or equipment from certain bidding requirements in accordance with NCGS 143-129(e) (6).

Background/Purpose of Request:
The North Carolina bidding statutes encourage competition for the purchase of materials but recognizes that in certain situations exceptions to the bidding requirements are warranted. One such exception that is particularly relevant to purchases of apparatus, supplies, materials, or equipment occurs when:

- performance or price competition for a product are not available
- a needed product is available from only one source of supply; or
- standardization or compatibility is the overriding consideration

This exception must be approved by the governing board in advance of contract award.

Often, products are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer/vendor/distributor. Additionally, standardization and compatibility may be an overriding consideration for many items. Standardization allows for consistency in treatment, performance, technical support, and maintenance support. It further provides for a single point of contact/responsibility for equipment and warranty support. In the case of some major projects, both in water and wastewater treatment, the entire process must be determined to complete the design, and compatibility becomes the overriding consideration. Standardization allows for a reduction in both staff training time and the amount of inventory required to be on-hand.

Staff has had opportunity to evaluate multiple types of equipment and processes from multiple manufacturers over the years, and found in many cases some products simply do not meet expectations for reliability and/or level of service. A common goal has been to increase efficiencies by standardizing on products when in the best interest of the utility and public while still providing as much competition as possible.

The attached list specifies apparatus, supplies, materials, or equipment to be purchased under the bidding exception found at NCGS 143-129 (e) (6). The justification for the bidding exception is listed and the source of supply is listed if the product is available from only one source of supply. The county's purchasing policy requires that bidding exceptions be reviewed at least every three years, so the original date of Board approval and most recent date of approval are listed. .

Staff requests the Board approve the attached resolution excepting the purchase of certain apparatus, supplies, materials, or equipment from certain bidding requirements in accordance with NCGS 143-129(e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend that the Board of Commissioners approve a resolution excepting the purchase of certain apparatus, supplies, materials, or equipment from certain bidding requirements in accordance with NCGS 143-129(e) (6).

ATTACHMENTS:

Description

- Sole Source Resolution
- Sole Source Products List
- Sole Source Vendor Letters
- 2019 Board Approval

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF
SPECIALITY PRODUCTS USED BY PUBLIC UTILITIES
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, the Brunswick County Public Utilities Department utilizes numerous products in the day-to-day operation of the County's water and sewer systems; and

WHEREAS, certain products are often available from only one source of supply because either the products are proprietary to the supplier or standardization or compatibility with existing equipment or processes is an overriding consideration such that performance and/or price competition are not available; and

WHEREAS, the Board of Commissioners last approved a sole source specialty products list and exception to formal bidding requirements on August 5, 2019; and

WHEREAS, pursuant to Section 7.7.1 of the County's Contract, Purchasing, and Property Disposal Policy, any sole source purchase approval intended to apply to reoccurring purchases must be reviewed and approved by the Board of Commissioners at least every three years to ensure that a sole source exception still applies; and

WHEREAS, the attached list specifies apparatus, supplies, materials, or equipment to be purchased under sole source exception to formal bidding requirements and the justification for same; and

WHEREAS, the governing board must approve the purchases of products on the attached list under the bidding exception prior to awarding any contract for same.

NOW, THEREFORE BE IT RESOLVED, that the Brunswick County Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 15th day of August, 2022.

_____
Randy Thompson, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Clerk to the Board

Item	Manufacturer	Product(s)/Model(s)	Statute	Statute Verbiage	Justification	Supplier/Vendor/Dist.	Initial Approval Date	Most Recent Approval Date	Letter and Page
Aeration Rotor	Lakeside Equipment Corporation	Magna Rotor	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Lakeside Equipment Corp	8/5/2019	8/15/2022	Yes; Page 21
Altitude Control Valves	Cla-Val	Cla-Val Control Valves	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Charles Underwood Inc.	8/5/2019	8/15/2022	Yes; Page 5
Autodialer	Omnisite	RTU Unit	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Pete Duty &Associates	8/5/2019	8/15/2022	Yes; Page 26
Autothermal Thermophilic Aerobic Digestion (ATAD) Sludge System	Thermal Process	ATAD Process	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Thermal Process Systems	8/15/2022	8/15/2022	Yes; Page 29
Chemical Feed Equipment	Acrison Inc.	Lime Feeder	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Combs&Associates	8/15/2022	8/15/2022	Yes; Page 8
Chemical Feed Pump	Blue-White Industries	Blue-White PRO M Series Peristaltic	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Heyward Charlotte, Inc.	8/5/2019	8/15/2022	Yes; Page 17
Clarifier Covers	MFG Construction and Water Products	Clarifier Covers	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	ClearWater Inc.	8/15/2022	8/15/2022	Yes; Page 6
Controls equipment	Schenck Process LLC	Controls equipment	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Schenck Process LLC	8/5/2019	8/15/2022	Yes; Page 27
Flow Meter - Magnetic	Siemens	Submergence IP68 rated. Nema 4X meters	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Beck Sales & Engineering-FLWS	8/15/2022	8/15/2022	Yes; Pages 2 and 3
Flow Meter - Magnetic	Krohne	Tidalflux	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Krohne	8/5/2019	8/15/2022	Yes; Page 19
Flow Meters- Ultrasonic	Dynasonics	Ultrasonic Flow Meter - Ultra TFX	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Brown & Morrison, Ltd.	8/15/2022	8/15/2022	Yes; Page 32
Flow Transmitter	Siemens	Sitrans Series-LUT440	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Beck Sales & Engineering-FLWS	8/15/2022	8/15/2022	Yes; Pages 2 and 3
Flow Transmitters	Xylem Analytics	Flow Transmitters	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Beck Sales & Engineering-FLWS	8/5/2019	8/15/2022	Yes; Page 31
Grinder Pump Station Packages	E/One	E/One Grinder Pump Packages, Pumps, and components	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Covalen	8/5/2019	8/15/2022	Yes; Page 11
Grinder Pump Station Packages	Crane Pumps & Systems	Barnes Grinder Pump Packages	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Crane Pumps & Systems	8/5/2019	8/15/2022	Yes; Page 13
Grinder Pump Station Packages	Pentair	Myers Grinder Pump Packages, Pumps, and components	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Preferred Sources	8/5/2019	8/15/2022	Yes; Page 28
Grinder Pumps	Crane Pumps & Systems	Barnes Grinder Pumps and kits	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Heritage Water Systems	8/5/2019	8/15/2022	Yes; Page 12
Grit Removal System	Weir Specialty Pumps/Trillium Pumps USA	Wemco Hydrogritter	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	ClearWater Inc.	8/5/2019	8/15/2022	Yes; Page 33
Grit Removal System	Kusters Water	XGT Model 300 & 915F	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Kusters Water/Watkins Supply	8/15/2022	8/15/2022	Yes; Page 20
Meters - Water	Neptune	Meters	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Core & Main	8/15/2022	8/15/2022	Yes; Page 9
Meters - Water	XylemBrands	Sensus	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Ferguson Waterworks	8/5/2019	8/15/2022	Yes; Page 15
Plug Valves	Dezurik	Dezurik Plug Valve	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Carotek	8/5/2019	8/15/2022	Yes; Page 30
Process Monitoring Equipment	YSI Incorporated	Monitoring equipment	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Beck Sales & Engineering-FLWS	8/6/2019	8/15/2022	Yes; Page 31
Pump - High Service Water System	Aurora	Aurora High Service Water Pump	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Mechanical Eq Co of Matthews,NC	8/15/2022	8/15/2022	Yes; Page 23
Pump - Vertical Turbine Pumps (backwash feed, LPRO feed)	Aurora	Aurora Vertical Turbine Pump	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Mechanical Eq Co of Matthews,NC	8/15/2022	8/15/2022	Yes; Page 23
Pumps	Wilo USA, LLC	pumps and motors	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	ClearWater Inc.	8/15/2022	8/15/2022	Yes; Page 7
Sewer Pump - Return Activated and Waste Activated Sludge Pump	Pentair	Hydromatic Sludge Pump	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	ClearWater Inc.	8/5/2019	8/15/2022	Yes; Page 14
Sewer Pump - Return Activated and Waste Activated Sludge Pump	Cornell Pump Company	Cornell (RAS&WAS) Sludge Pump	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Mechanical Eq Co of Matthews,NC	8/15/2022	8/15/2022	Yes; Page 10
Sewer Pump - Sludge Pump	Penn Valley Pump Company	Double Disc Pump	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Penn Valley Pump Company	8/15/2022	8/15/2022	Yes; Page 24
Sewer Pump-Submersible Solids-Handling	Pentair	Hydromatic Pumps	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	ClearWater Inc.	8/5/2019	8/15/2022	Yes; Page 25
Sewer Pump-Submersible Solids-Handling	Pentair	Fairbanks-Morse	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	ClearWater Inc.	8/15/2022	8/15/2022	Yes; Page 25
Sewer Pump-Submersible Solids-Handling	Crane Pumps & Systems	Barnes	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Heritage Water Systems	8/15/2022	8/15/2022	Yes; Page 12
Sewer Pump-Submersible Solids-Handling	Pentair	Myers	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Preferred Sources	8/15/2022	8/15/2022	Yes; Page 28
Testing Equipment - Wastewater	IDEXX	Quanti-tray Sealer and Reagents	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	IDEXX	8/5/2019	8/15/2022	Yes; Page 18
Ultraviolet Disinfection System	Light Sources	UV Disinfection System	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Glasco	8/15/2022	8/15/2022	Yes; Page 16
Vacuum System	Aqseptence	Air Vac Vacuum System Components	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Airvac Inc.	8/15/2022	8/15/2022	Yes; Page 1
Valve Actuator	Bettis Electric (formerly EIM)	EIM Electric Motor Actuators and Parts	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Carotek	8/5/2019	8/15/2022	Yes; Page 4
Variable Frequency Drives	Danfoss	VFD	N.C.G.S. § 143-129(e)ii	Needed product is available from only one source of supply	Only available from one supplier/vendor/distributor as listed under "Supplier/Vendor/Distributor" Column	Mechanical Eq Co of Matthews,NC	8/15/2022	8/15/2022	Yes; Page 22
Air Release Valves - Sewer	ARI	D-025	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures compatibility with control systems and pressures. Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Altitude Control Valves	Ross	Control Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Limits inventory, limits required staff training, and facilitates repairs		8/15/2022	8/15/2022	
Altitude Control Valves	Bermad	Control Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Limits inventory, limits required staff training, and facilitates repairs		8/15/2022	8/15/2022	
Autothermal Thermophilic Aerobic Digestion (ATAD) Sludge System	Kruger/Veolia	ATAD Process	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support		8/5/2019	8/15/2022	
Fire Hydrants	Mueller	Centurion	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Reduces down-time for critical system components, limits inventory, limits required staff training, facilitates repairs, and facilitates pump interchangeability		8/5/2019	8/15/2022	
Fire Hydrants	American Darling	MK-73	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Reduces down-time for critical system components, limits inventory, limits required staff training, facilitates repairs, and facilitates pump interchangeability		8/15/2022	8/15/2022	
Fire Hydrants	Clow	Medallion	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Reduces down-time for critical system components, limits inventory, limits required staff training, facilitates repairs, and facilitates pump interchangeability		8/15/2022	8/15/2022	
Flocculating Clarifiers	Suez	SuperPulsators®	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment. Provides for a single point of contact/responsibility for equipment/warranty.		8/5/2019	8/15/2022	
Generator	Caterpillar	Marine Grade Diesel Generator	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with electrical and control wiring and component spacing. Limits staff training. Local repair/service and stock availability.		8/15/2022	8/15/2022	
Generator	Cummins (Onan)	Marine Grade Diesel Generator	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with electrical and control wiring and component spacing. Limits staff training. Local repair/service and stock availability.		8/15/2022	8/15/2022	
Generator	Detroit (MTU)	Marine Grade Diesel Generator	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with electrical and control wiring and component spacing. Limits staff training. Local repair/service and stock availability.		8/15/2022	8/15/2022	
Gravity Filters	Suez	Greenleaf Gravity Filters	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Allows for consistency in treatment, performance and technical/maintenance support and compatibility with existing equipment		8/5/2019	8/15/2022	
Grinder Pump Station Packages	Liberty	Grinder Pump Package- VH20-21-35, pumps, and components	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures compatibility with control systems and pressures. Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Isolation Valves	American Flow Control	Isolation Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Isolation Valves	Mueller	Isolation Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Isolation Valves	Clow	Isolation Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Isolation Valves	M&H	Isolation Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Isolation Valves	Spears-True Union	Isolation Valves	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Meter Boxes	Ford	1" and smaller	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Meter Boxes	McDonald	1" and smaller	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/15/2022	8/15/2022	
Meters - Water	Elster Meters	Elster Meters	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Consistency with telecom equipment. Limits staff training. Cost savings due to minimizing inventory.		8/5/2019	8/15/2022	
Mixer - Wastewater Submersible Mixer	Landia Inc.	Aeration Mixer	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures consistency with control systems and pressures. Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/5/2019	8/15/2022	
Motor Control Centers	Square D Schneider Electric	MCC Series 6 or newer	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing MCC's, panel boards, disconnects, switchboards and starters throughout County. Ease of replacement, compatible sizing and wiring compatibility on existing equipment.		8/15/2022	8/15/2022	
Odor Control System	Evoqua Water Technologies	Permutit Zabocs	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing equipment, Allows for consistency in treatment, performance and technical/maintenance support		8/5/2019	8/15/2022	
Oxidation Ditch Treatment Process	Kruger	Biodenipho	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment. Provides for a single point of contact/responsibility for equipment/warranty.	Carotek	8/5/2019	8/15/2022	
Plug Valves	Milliken	Plug Valve	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Limits inventory, limits staff training, and facilitates repairs.		8/15/2022	8/15/2022	
Pre-fabricated Wetwell	US Composite Pipe Inc	Polymer Wet Well	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Allows for consistency in treatment, performance and technical/maintenance support and compatibility with existing equipment		8/5/2019	8/15/2022	
Programmable Logic Controllers	Square D Schneider Electric	Electric Momentum Series & M 340	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with electrical and control wiring and spacing within existing enclosures. Limit Purchase of Programming Software. Limit Staff Training.		8/15/2022	8/15/2022	
Pump - Slurry	The Weir Group	Slurry Pumps	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures consistency with control systems and pressures. Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/5/2019	8/15/2022	
Pump - Vertical Turbine Pumps (backwash feed, LPRO feed)	Flowserve	Flowserve Vertical Turbine Pump	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing equipment, Allows for consistency in treatment, performance and technical/maintenance support		8/15/2022	8/15/2022	
Pump - Vertical Turbine Pumps (backwash feed, LPRO feed)	Fairbanks	Fairbanks Vertical Turbine Pump	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing equipment, Allows for consistency in treatment, performance and technical/maintenance support		8/15/2022	8/15/2022	
Radio - SCADA Communications	GE	MDS iNET	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff training. Cost savings due to minimizing inventory.		8/5/2019	8/15/2022	
Sewer Pump - Return Activated and Waste Activated Sludge Pump	Layne	Layne (RAS&WAS) Sludge Pump	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing equipment, limits required staff training due to familiarity with equipment and process. Reduces needed inventory for R&M. Allows for consistency in treatment, performance and technical/maintenance support		8/5/2019	8/15/2022	
Sewer Pump - Sludge Pump	Moyno Pumps	Progressive cavity , PD pumps and Sludge Pumps	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures consistency with control systems and pressures. Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/5/2019	8/15/2022	
Sewer Pump - Sludge Pump	Sulzer Pumps	Sludge Pumps	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Limits inventory, limits staff training, and facilitates repairs.		8/5/2019	8/15/2022	
Sewer Pump -Effluent	Pentair	Aurora Layne/Verti-Line	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Limits inventory, limits staff training, and facilitates repairs.		8/5/2019	8/15/2022	
Sewer Pump-Submersible Solids-Handling	ABS	ABS Pumps	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures compatibility with rail and control systems. Limits training and facilitates repairs resulting in cost savings.		8/5/2019	8/15/2022	
Sewer Pump-Submersible Solids-Handling	HOMA	Homa Pumps	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures consistency with control systems and pressures. Cost Savings and improved process. Limits inventory, training, and facilitates repairs.		8/5/2019	8/15/2022	
Sewer Pump-Submersible Solids-Handling	Xylem Water Solutions	Flygt Pumps	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Ensures compatibility with rail and control systems. Limits training and facilitates repairs resulting in cost savings.		8/5/2019	8/15/2022	
Starter - Solid State Reduced Voltage	Siemens	Electric Altistart 22 and 48 Series	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff training. Cost savings due to minimizing inventory.		8/15/2022	8/15/2022	
Starter - Solid State Reduced Voltage	Square D Schneider Electric	Electric Altistart 22 and 48 Series	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff training. Cost savings due to minimizing inventory.		8/15/2022	8/15/2022	
Tertiary Filters	Kruger	tertiary filters	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment. Provides for a single point of contact/responsibility for equipment/warranty.		8/5/2019	8/15/2022	
Ultraviolet Disinfection System	Trojan	UV300+	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with existing process, limits required staff training. Reduces needed inventory for R&M. Allows for consistency in treatment. Provides for a single point of contact/responsibility for equipment/warranty.		8/5/2019	8/15/2022	
Ultraviolet Disinfection System	Wedeco Xylem	UV Disinfection System	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Cost savings and improved process. Limits inventory, limits staff training, and facilitates repairs.		8/5/2019	8/15/2022	
Variable Frequency Drives	Siemens	Siemens VFD	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff training. Cost savings due to minimizing inventory.		8/15/2022	8/15/2022	
Variable Frequency Drives	Square D Schneider Electric	Process Drive Series	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Compatibility with size of existing MCC enclosures and existing electrical and control wiring. Ease of replacement and limited downtime. Limits staff training. Cost savings due to minimizing inventory.		8/15/2022	8/15/2022	
Wastewater Headworks Module	Parkson	Bar Screen/Compactor/Washer	N.C.G.S. § 143-129(e)iii	Standardization or compatibility is the overriding consideration	Allows for consistency in treatment, performance and technical/maintenance support and compatibility with existing equipment		8/5/2019	8/15/2022	

Airvac

July 13, 2022

a brand of
Aqseptence Group

Vacuum Technology
Systems

Airvac, Inc.
4217 N. Old U.S. Highway 31
Rochester, IN 46975

Phone +1 800 AIRVAC9
(247-8229)

info@airvac.com
www.airvac.com

Brunswick County Public Utilities
P.O. Box 249
Bolivia, NC 28422

Ref: Sole Source for 2022
Caswell Beach, Northwest, Sunset Beach

Attn.: Mr. Bobby Faircloth

Mr. Faircloth,

This letter acknowledges that the Airvac brand products are of a sole source nature and can only be purchased through Airvac, Inc. In addition, products manufactured outside of Airvac specifically for Airvac are of a sole source nature.

The use of non-Airvac replacement parts have shown to create reliability and dependability problems, as such, it is not recommended. By doing so, all product and other system related warranties will be void.

Any purchase order issued will need to be directed to Airvac, Inc. at our home office at 4217 N Old U.S. 31, Rochester, IN 46975.

Please contact our Customer Service & Spare Part Department when placing your order. Phone 800-247-8229, Press #2

Our standard payment terms and conditions form part of this offer.

As a matter of importance, the Airvac design uses a unique two-phase, plug less vacuum sewerage transport system and certain of its components are protected by various United States patents. Obviously, the patented system and components may not be used or sold without authorization by Airvac, Inc. Purchase of an equipment package from Airvac, Inc. and use according to the Airvac specifications is an authorized use.

If you have any questions regarding the sole source issue, please feel free to call our office.

Sincerely,
Airvac, Inc.

Ron White
Project Manager

Greg Namyak	Becky Murphy	Becky Smith
Service Department Manager	Part sales and Training Instructor	Parts sales
Ext. 3744	Ext 3904	Ext 3870

RW
cc: Clint Hawn, Service Department, Julie Kotterman, Jerry Gala

SIEMENS

August 2nd 2022

Dear Siemens Customer,

FLW Southeast/Beck Sales & Engineering Co. is the officially contracted representative for Siemens Process Instrumentation products in **North and South Carolina.**

Siemens' selection of **FLW Southeast/Beck Sales & Engineering Co.** to handle the complete product line in both the Industrial and Water markets is based on application and product knowledge, as well as customer support.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **FLW Southeast/Beck Sales & Engineering Co.** include:

- Level Instrumentation
- Valve Positioners
- Liquid, Gas, and Solids Flow
- Process Recorders
- Pressure and Temperature Transmitters
- Loop Controllers
- Pneumatics
- Weighing and Feeding equipment

Please issue all purchase orders to:

Siemens Industry Inc.
c/o FLW Southeast
PO Box 2715
Carol Stream, IL 60132
Email: Sales@flwse.com
Phone: 770-424-1731
Fax: 770-424-9733

As always, we at Siemens are also available to assist you in all areas of pre-sales and post-sales support including product applications, technical support, field service and technical product training.

If you have any questions, feel free to contact me at 414-614-9305.

Best Regards,

KJ Charles

Kenneth Charles, National Channel Manager
Siemens Industry, Inc.
8871 W Silverwood Ct
Franklin, WI 53132

SIEMENS

August 2, 2022

Brunswick County Public Utilities
Attn: Trent Murphy

FLW Southeast is the sole Siemens authorized representative for Siemens Process Instrumentation products in **North Carolina.**

Siemens' selection of **FLW Southeast** to handle the complete product line in the Industrial and Municipal markets is based on application and product knowledge, as well as customer support.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **FLW Southeast** include:

❒ Level Instrumentation ❒ Pressure and Temperature Transmitters ❒ Valve Positioners
❒ Loop Controllers ❒ Liquid, Gas, and Solids Flow Meters ❒ Pneumatics
❒ Process Recorders ❒ Weighing and Feeding Equipment

Please issue all purchase orders to:
Siemens Industry Inc.
PO Box 2715
Carols Stream, IL 60132
Phone: 770-424-1731
Fax: 770-424-9733
Email: sales@flse.com
Website: www.flwse.com

As always, we at Siemens are also available to assist you in all areas of pre-sales and post-sales support, including product applications, technical support, field service and technical product training. If you have any questions, feel free to contact me.

Best Regards,

Kathy Wilson
Siemens Industry Inc.
Industry Automation
Process Instrumentation
2060 Detwiler Road, Suite 111
Harleysville, PA 19438
Phone: (800) 965-8766
Fax: (972) 522-4503

Steve Poling
Sr. Regional Sales Manager

Emerson Automation Solutions
19200 Northwest Freeway
Houston, TX 77065

M 1 (281) 798 8830
Steve.Poling@Emerson.com

Date: February 8, 2022

To: All Municipalities and Authorities

From: Steve Poling – Sr. Regional Sales Manager

Subject: Sole Source Representation

To whom it may concern:

Emerson Actuation Technologies is pleased to confirm our continuing representative relationship with Carotek. They are the sole source representative of our Bettis Electric (formerly EIM brand) AWWA C542 compliant electric motor bare actuators and parts for retrofit and upgrade water and wastewater projects in the states of North Carolina and South Carolina.

In addition, Carotek is a distributor for our Morin AWWA C541compliant pneumatic actuators.

This notification supersedes all previous sole source designations and is immediately in effect.

Bettis Electric (EIM) brand and genuine factory parts cannot be substituted.

Carotek
700 Sam Newell Road
Matthews, NC 28105
T: 704-844-1100

CC: Scott Oliver, Carotek
Chris Roof, Carotek
Michael Talley, Carotek
Blake Wills, Emerson Automation Solutions

August 1, 2022

Re: Charles R. Underwood, Inc:

Cla-Val Company has appointed Charles R. Underwood, Inc as our exclusive Master Municipal Distributor and as its representative for the sales of its standard products sold under the trade name of Cla-Val in connection with valves and controls for the States of North & South Carolina. Charles R. Underwood, Inc. is also our factory trained and authorized service facility for CLA-Val Company products for the States of North & South Carolina.

If you require any further conformation or need any additional information regarding this matter please feel free to contact me.

Regards,

BILL MOORE

William S. Moore
Regional Manager
Cla-Val Company

Cla-Val Eastern Regional Office
6911 Richmond Highway, Suite 444 • Alexandria VA 22306
ph: 800.451.3030 • fax: 703.721.1927 • www.cla-val.com

MFG CONSTRUCTION & WATER PRODUCTS

Date: July 29, 2020

To: All Municipalities

RE: MFG Construction & Water Exclusive Sales Representative

The following letter is to inform all required persons that ClearWater INC. is the exclusive representative in the state of NC for MFG Construction & Water Products. They are the sole source for all Municipal products designed and manufactured by MFG Construction & Water Products. This applies to all sales as well as any maintenance products provided by MFG Construction & Water Products.

Should you have any questions please contact me.

MFG Water Treatment Products

Mike Sjostrom Cell 440-813-4437
Business Manager

WILO USA LLC, 9550 W. Higgins Rd. #300, Rosemont, IL 60018

David Grose
Application Engineer Manager
ClearWater, Inc.
1105 8th Street Court SE; Hickory, NC
28602
T (828) 855-3182; Ext. 309
F (828) 855-3183

03/15/2019

To whom it may concern,

Please be advised that Clearwater, Inc. is the sole authorized provider in the Durham NC area for Wilo Products in the municipal market. As such ClearWater, Inc. is the only company authorized to quote said product in this area.

Regards

Jesse Nowacki

NE Regional Sales Manager

Water Management

Wilo USA

CC: File

Acrison, Inc.
20 Empire Blvd., Moonachie, NJ 07074
Tel: 201-440 8300 Fax: 201-440 4939
www.acrison.com Informail@acrison.com

April 27, 2020

Jeremy Sexton
Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

RE: Acrison Sole Source

Mr. Sexton:

This letter is to confirm that Combs & Associates is authorized as the sole municipal representative in North Carolina for Acrison water and wastewater treatment equipment.

Should you have any questions, please do not hesitate to contact this office.

Best regards,

Joseph Krudys
Sales Manager – W&WWT

NEPTUNE
TECHNOLOGY GROUP

July 7, 2022

To Whom it May Concern,

Core & Main LP is the sole distributor of Neptune Technology Group products to the state of North Carolina. As such, they are the only entity authorized to sell anything Neptune TG offers within the state's borders.

Regards,

Dylan Boyle
Territory Manager- North Carolina
Neptune Technology Group

1600 Alabama
Highway 229
Tallassee, AL 36078

800-633-8754
neptunetg.com

MUNICIPAL APPLICATIONS
RICK MCGAUGHEY
PHONE: (503) 794-0224
FAX: (503) 653-0338

Mailing Address:
16261 SE 130th Avenue
Clackamas, OR 97015
USA

January 2022

To Whom it May Concern

Re: Authorized Dealer
Market /Territory Compliance

This letter is to advise you that Mechanical Equipment Company, Inc. of North and South Carolina, is the exclusive Authorized Municipal/Industrial Distributor for Cornell Pump Company in North & South Carolina.

If you have any questions, or require additional information relative to this matter, please do not hesitate to call me at the factory at (503)-794-0224. You may also call our Eastern US Regional Manager, Ron Aceto, at his mobile number 503-887-3104.

Sincerely,

Rick McGaughey
Municipal Solutions Group
Cornell Pump Company

July 22 2022

To Whom It May Concern,

Covalen is the authorized distributor for all E/One products in the states of South Carolina and North Carolina.

All E/One grinder pumps are manufactured at the company's headquarters in Niskayuna, NY. No license for manufacture has ever been extended. Covalen has been factory trained and certified by E/One in the service and repair of all E/One equipment and has a substantial inventory in stock at their locations, along with parts to repair and service all E/One equipment sold. Covalen offers, along with the sale of E/One equipment, factory start-up services and training to contractors in the installation of E/One equipment.

Covalen can be reached at the following address:

Covalen
3981 Walnut Street
Loris, SC 29569
877-770-8277

Please feel free to contact me if you have any further questions.

Sincerely,

Joseph Clark
SE Regional Sales Manager
Environment One Corporation

CRANE PUMPS & SYSTEMS

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

TELEPHONE: +1 937 778 8947
FACSIMILE: +1 937 773 7157
WEBSITE: www.cranepumps.com

July 29, 2022

To: Brunswick County Public Utilities

Attention: Trent Murphy, Utilities Purchasing Manager

Re: Sole Source Barnes Pumps (CRANE Pumps & Systems)

Dear Trent,

By copy of this letter, I am confirming that Heritage Water Systems is the only authorized supplier of Barnes Pumps and kits for Brunswick County Public Utilities. This does not include complete basin packages (simplex and duplex), which are purchased direct from CRANE Pumps & Systems by Brunswick County.

Heritage Water Systems has been our only authorized supplier since January 1, 2019. Your contact at Heritage is as follows:

Heritage Water Systems
7150 Cessna Drive
Greensboro, NC 27409

Tim Tilley
336-687-7480
timtilley@heritagewater.com

If you have any questions, please do not hesitate to reach out to us.

Sincerely,



Brock Shepard
Pressure Sewer Specialist
CRANE Pumps & Systems

Aug 4, 2022

To: Brunswick County Public Utilities

Attention: Trent Murphy, Utilities Purchasing Manager

Re: Sole Source Barnes Pumps (Crane Pumps & Systems)

Dear Trent,

By copy of this letter, I am confirming that Crane Pumps & Systems is your sole source provider for Barnes Grinder Pump Package (Simplex and Duplex) for Brunswick County.

Your contact at Crane Pumps & Systems is as follows:

Crane Pumps & Systems
420 Third Street
Piqua, OH 45356

Brock Shepard
937-214-7103
Bshepard@cranepumps.com

If you have any questions, please do not hesitate to reach out

Sincerely,



Derek Alexander
VP/GM Municipal & Pressure Sewer
Crane Pumps & Systems
Djalexander@cranepumps.com

PENTAIR FLOW TECHNOLOGIES
Fairbanks Nijhuis
+1.913.371.5000 main
+1.913.371.4025 fax

3601 Fairbanks Avenue
P.O. Box 6999
Kansas City, KS 66106
United States
www.fairbanksnijhuis.com

August 1, 2022

To Whom It May Concern:

Subject… Fairbanks Nijhuis Distributor Authorization

Gentlemen:

Please be advised that Clearwater, Inc. is the exclusive distributor for Fairbanks Morse Municipal Pump products including pumps, parts and repair services for the area of North and South Carolina.

All inquiries and orders should be directed to:

Clearwater, Inc.
P O Box 1469
Hickory, NC

Thank you for your interest in Fairbanks Morse products.

Yours truly,



Debra L. Smith
Manager, Inside Sales

Cc: Paul Jezuit

July 08, 2022

Re: Sole Source

To Whom It May Concern:

Sensus, a Xylem brand recognizes Ferguson Waterworks as the sole Authorized Distributor of Sensus products for the state of North Carolina. Purchasing Sensus products from an authorized distributor in your area ensures that your products will be properly supported and warranted. Please contact Ferguson Waterworks for all of your Sensus needs.

We look forward to providing your business with quality water products and service in the near future. Please feel free to contact me if you have any questions.

Sincerely,

Trena Simmons

Trena Simmons
Partner Success Specialist
Sensus, Xylem Brand

Trena Simmons
637 Davis Drive
Morrisville, NC 27560 USA
T: 919.424.8959
trena.simmons@xylem.com
sensus.com

GLASCO UV

August 4, 2022

RE: Glasco UV OEM Part Sales and Service
Project: Brunswick County Public Utilities WWTP Model No. GLOW-VC-40-HO-LBx2

To Whom It May Concern,

The intent of this letter is to confirm that Glasco UV, the USA manufacturer of the UV Disinfection Equipment at the Brunswick County Public Utilities - is the sole source supplier for OEM parts, accessories, and field service.

All inquiries can be sent to our office:
Glasco UV LLC
126 Christie Avenue
Mahwah, NJ 07430
Main: 201-934-3348
Fax: 201-934-3388
UV Parts and Service: Julie at julie@glascouv.com
UV System Trouble shooting: James at james@glascouv.com

If you have any further questions or concerns, please do not hesitate to contact me.

Best Regards,

Julie Donnellan
Managing Member
Glasco UV LLC

To Whom It May Concern:

Heyward based in Charlotte, NC is the exclusive Municipal Representative for Blue-White Industries Pro-Series M peristaltic metering pump.

Heyward has been extended exclusivity for the promotion and sale of the Pro-Series M product line within the states of North Carolina and South Carolina.

Cordially,

David Koch

David Koch
Director of Sale

July 14/2022
BRUNSWICK COUNTY UTILITIES
4091 Butler Road
BOLIVIA, NC 28422

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in U.S. and Canadian Water Testing Markets****
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
Pseudalert* reagent	Yes	Yes
Legiolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer PLUS	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC	Yes	Yes
Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
HPC for Quanti-Tray* reagent	Yes	Yes
EasyDisc HPC test	Yes	Yes
IDEXX Water SARS-CoV-2 RT-PCR Test	Yes	Yes
IDEXX Water DNA/RNA Magnetic Bead Kit	Yes	Yes
Filta-Max *xpress* Filter modules	Yes	Yes
Filta-Max *xpress* pressure Elution station	Yes	Yes
Filta-Max manual wash station	Yes	Yes
Filta-Max filter modules	Yes	Yes

** Utility, Public Health and Private labs performing environmental testing
Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc.

Sincerely,
MONICA GARCIA
Monica Garcia
Customer Support Consultant IV
IDEXX Water

Brunswick County Public Utilities
P.O. Box 249
Bolivia, N.C. 28422

Hello,

Krohne is the sole manufacturer/ distributor of the Krohne Tidalflux magnetic flow meter for partially filled pipelines. Any Tidalflux that is sold will be manufactured and shipped from our Krohne factory in The Netherlands.

Joe Godfrey
KROHNE, INC.
Inside Sales Engineer
978-535-6060 ext. 1113
j.godfrey@krohne.com

KUSTERS WATER
a division of ZIMA corporation

mailing address
P.O. Box 6128
Spartanburg, SC 29304

physical address
101 Zima Park Drive
Spartanburg, SC 29301

KustersWater.com

December 22, 2020

Northeast Brunswick Regional WRF; Leland, NC

Subject: XGT Model 300 Grit Removal System & 915F Grit Classifier

To whom it may concern,

This letter is to certify that Kusters Water is the sole authorized distributor for sales and service of the XGT Model 300 Grit Removal System and 915F Grit Classifier provided on project# 768-01 for the Northeast Brunswick Regional WRF.

All inquiries for equipment or replacement parts should be directed to the aftermarket sales department or Watkins Supply, the Kusters Water Representative for your area.

Should you have any questions, please feel free to contact us. Thank you for your business.

Sincerely,
Kusters Water
A Division of Zima Corporation

Tonya Robinson
Aftermarket Sales Manager
E-mail: tonya.robinson@zimacorp.com
Direct Line (864)-587-5713
Fax Line (864)-587-5761

LAKESIDE
EQUIPMENT CORPORATION
Water Purification Since 1928

1022 E. Devon Avenue l P.O. Box 8448 l Bartlett, IL 60103
T: 630-837-5640 l **F:** 630-837-5647 l **E:** sales@lakeside-equipment.com
www.lakeside-equipment.com

July 21, 2022

Brunswick County Public Utilities
235 Grey Water Rd. N.E.
Supply, NC 28462

Attention: Matthew Henry

Subject**:** Supply, NC
S.O.# 04-140
30’ Magna Rotor

Matthew,

This is to confirm that Lakeside Equipment Corporation is the Manufacturer and Sole Distributor for the replacement parts for your 30’ Magna Rotor purchased in 2004.

If you have any questions, please do not hesitate to contact us.

Very truly yours,

LaVar L. Parish

LaVar L. Parish
LP:bm

Danfoss Drives
John Davis
NE Regional Sales Manager
11351 Caruthers Way
Glen Allen, VA 23059
Phone:518-683-6027
Email:john.davis@danfoss.com

May 17th, 2022

Subject: Danfoss Drives Representation-Municipal Market-North and South Carolina

To whom it may concern:

This letter is to advise you that Danfoss Drives has a contractual sales agreement with Mechanical Equipment Company of Matthews, North Carolina. This contract includes the sales of Variable Frequency Drives, Soft Starters, Parts, and Service for the municipal water market in North and South Carolina. This agreement provides you and other customers with local representation for sales and service.

All orders for Variable Frequency Drives, Soft Starters, Parts or Service relating to Danfoss for the municipal market must be placed by Mechanical Equipment Company per our sales agreement.

Sincerely,

John Davis
NE Regional Sales Manager
Danfoss Drives-Water Segment USA

FOR	CONTACT 1-888-Danfoss(1-888-3263677)	
Customer Service	drives.CS.NA@danfoss.com	General Customer Service
	drives.rgasystem.us@danfoss.com	Returned Goods Inquiries
Technical Support	drives.TS.NA@danfoss.com	Technical Questions
	drives.TS.Service.NA@danfoss.com	Aftersales Service

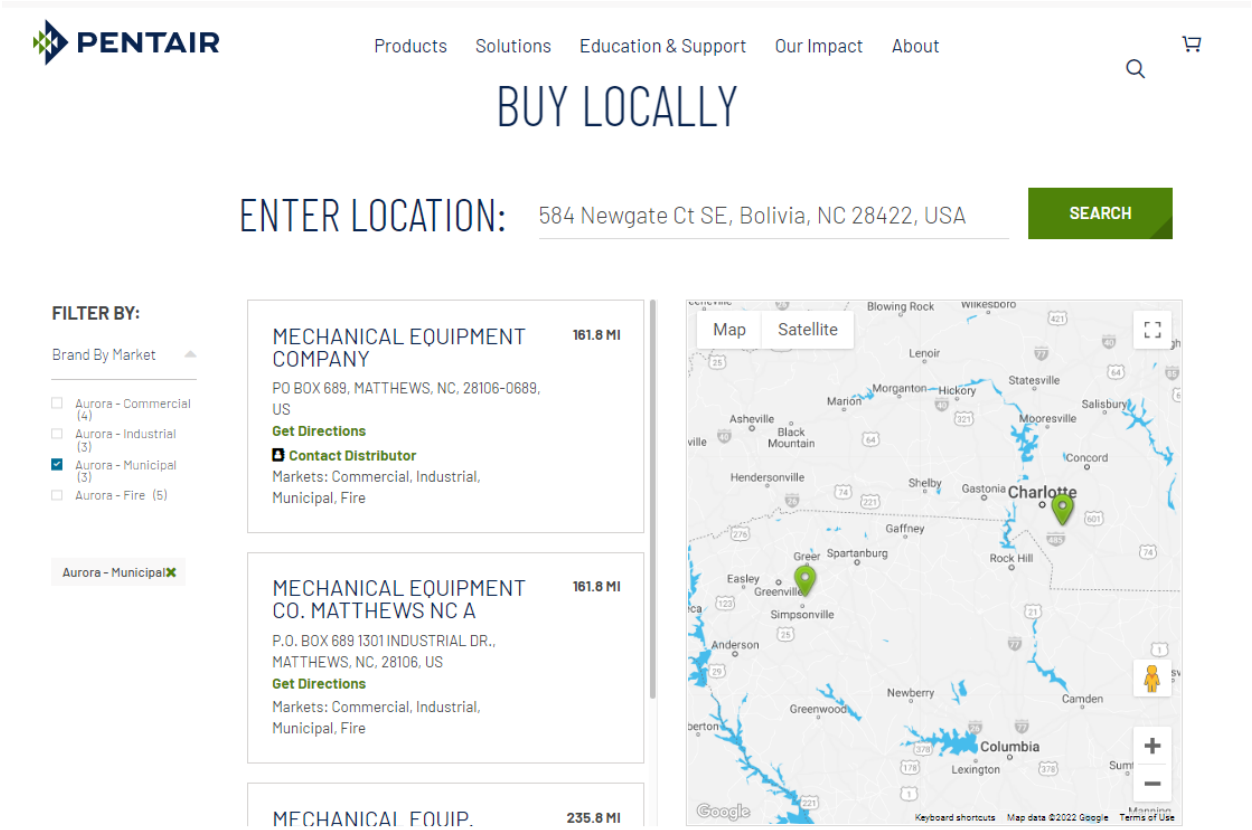
August 4, 2022

Fax: 910-253-4305
Ph: 910-253-2636

Trent Murphy
Brunswick County Public Utilities
250 Grey Water Road NE
Supply, NC 28462

Dear Trent:

Mechanical Equipment is the sole source supplier for Municipal Aurora Vertical Turbine pumps and Aurora High-Service Water Pumps in NC.



We appreciate the opportunity to be of service. If there are any questions, or if further information or services may be provided, please do not hesitate to contact us.

Penn Valley Pump Co., Inc.
998 Easton Road • Warrington, PA 18976
Ph: 215-343-8750 • Fax: 215-343-8753
www.pennvalleypump.com

Date: 7/18/2022

Subject: Sole Source

To whom it may concern,

Please be advised that Penn Valley Pump Co. Inc. is the sole manufacturer for the Penn Valley Double Disc pump. Penn Valley Pump is also the sole supplier of factory parts.

Thank you for your consideration of the above. We look forward to being of assistance to you.

Sincerely Yours,

Penn Valley Pump Co., Inc.

Preston Campbell

Preston Campbell

PENTAIR FLOW TECHNOLOGIES
+1.419.289.1144 Main

740 E. Ninth Street
Ashland, OH 44805
United States
www.pentair.com

January 1, 2022

To: Whom It May Concern

Subject: Hydromatic Distribution

This letter is to advise that Clearwater, Inc. located at 1105 8th St Ct SE, Hickory, NC 28602 is the authorized distributor for the municipal market in the entire states of North Carolina and South Carolina.

This agreement gives them the right to promote and sell Hydromatic Engineered Products for this market in the entire states of North Carolina and South Carolina.

Please direct any inquires or orders directly to Clearwater, Inc. If you have any questions or need any additional information regarding this letter, then please contact me directly.

Sincerely,

Ed Guffee
National Sales Manager
Engineered Water & Wastewater
Pentair Flow Technologies

OmniSite 203 West Morris Street, Indianapolis, IN 46225
Phone 317-885-6330

July 12, 2022

To whom it may concern:

This letter serves as a sole source letter and is to confirm that the OmniSite monitoring services in the State of South Carolina and North Carolina, USA are sold and distributed exclusively by Pete Duty & Associates.

OmniSite serves as the sole source for cellular monitoring and website interface serving OmniSite RTU units. There is a specific format in which the data must be digitally transmitted to the OmniSite servers, and only OmniSite possesses this patented process.

If you desire additional information, don't hesitate to contact me (317) 885-6330 X4 at any time or visit our website at www.omnisite.com. Thank you for your interest in our products.

Sincerely,

Emmie Ward
Inside Sales
Manager,
OmniSite

Schenck Process LLC
7901 NW 107th Terrace
Kansas City, MO 64153
Tel: 800-821-2476
Fax: 816-891-8336
www.schenckprocess.com

810 S. Old 75 Hwy., P.O. Box 205
Sabetha, KS 66534
Tel: 800-223-2191
Fax:785-284-2191

746 E. Milwaukee Street
Whitewater, WI 53190
Tel: 800-558-0184
Fax: 262-473-2232

schenck process

To whom it may concern:

Schenck Process, LLC is the sole proprietor of controls on our equipment. We sell factory direct and do not sell to resellers.

Thank you,

Katy Ramaika | Aftermarket Sales Representative
Schenck Process LLC
746 E. Milwaukee St • Whitewater • WI 53190
Direct: 262-472-6447
Email: k.ramaika@schenckprocess.com

Pentair Flow Technologies
740 E. 9th Street
Ashland, OH 44805

May 23, 2022

Subject: Myers Distribution

To: Whom it may concern

This letter is to advise you that Preferred Sources, located at 930 Culp Road Pineville, NC 28134 ph. 704-504-3111 a sole sourced authorized distributor for the Municipal market for Myer's product for North and South Carolina. This agreement gives them the right to promote and sell Myers Engineered Products for the Municipal market in the States of North Carolina and South Carolina.

Please direct any inquiries or orders to Preferred Sources.

Sincerely,



Raymond Hobson
Key Account Manager – Engineered Municipal
Pentair Flow Technologies
740 E. 9th Street
Ashland, OH 44805

Thermal Process Systems

Sole Sourced Letter

This letter is to provide notification that Thermal Process Systems Inc is a sole source provider of ThermAer™ Digestion Process (ATAD), SNDR™, BiofiltAer™ Biofilter, TPR™ process, Ex-CalibAer™ and Thermo Systems® Active Solar Dryer™ products, manufactured, sold and distributed exclusively by Thermal Process Systems Inc. No other company possesses the expertise, experience and proprietary knowledge in these products.

Thank you for your interest in our product(s).

If you have any questions please contact Brittney Fischer bfischer@thermalprocess.com or 219-663-1034 x100.

Thank you,

Brittney Fischer

Brittney Fischer
Office Administration
Purchasing, Accounting and Contract Manager
Thermal Process Systems Inc
219-663-1034 ex) 100
Fax: 219-663-7248
bfischer@thermalprocess.com

DeZURIK
APCO | HILTON
250 Riverside Avenue North
Sartell, MN 56377 USA
Ph: 320-259-2000

July 8th, 2021

To Whom It May Concern:

Subject: Authorized DeZURIK Agent

Carotek Inc. of Matthews, North Carolina is the sole authorized sales representative of DeZURIK products for the Water and Wastewater Industry in the States of North Carolina and South Carolina.

Purchase Orders shall be written to DeZURIK, Inc. c/o Carotek Inc. or direct to Carotek Inc. for any items that will be stocked locally.

Sincerely,



Nick Krippner
Regional Municipal Sales Manager
(320) 259-2292
nicholas.krippner@dezurik.com

August 5, 2022

Brunswick County Public Utilities
trent.murphy@brunswickcountync.gov
Pages: 1

Attention: Trent Murphy

Subject: Xylem Analytics Representation

Dear Trent:

FLW Southeast is the authorized Xylem Analytics Representative for the following products in both NC and SC.

YSI Process Monitors IQ SensorNet	YSI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9210)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW

Should you have any questions, please let us know.

Sincerely,

FLW Southeast

Matt Williams

10718 Carmel Commons Blvd., Suite 250 ● Charlotte, NC 28226
P: 704-542-9329 ● F: 704-541-5711 ● E: becksls2@bellsouth.net

BROWN & MORRISON, LTD
MANUFACTURERS REPRESENTATIVES

Raleigh, NC Office: **919.518.1800**
Mooresville, NC Office: **704.663.5257**
Hillsborough, NC Office: **919.600.4107**
Greenville, SC Office: **864.967.3040**
Summerville, SC Office: **843.749.9904**
Virginia Office: **540.471.2651**

PO Box 240827
Charlotte, NC 28224
Phone | **704.554.8570**
Fax | **704.552.9448**
www.brownandmorrison.com
sales@brownandmorrison.com

Trent,
This letter is to confirm that Brown & Morrison, Ltd in Charlotte NC are the authorized representatives for Badger Dynasonics Ultrasonic Meters.We have represented Badger Meter for more than thirty years.

Dynasonics | Badger Meterhttps://www.badgermeter.com › ultrasonic-flow-meters
Dynasonics® Ultrasonic meters measure flow rate by propagating ultrasound waves into liquid-filled pipes and measuring the reflections.

Our email address for sales : sales@brownandmorrison.com
phone (704)554-8570 fax (704)552-9448

The contact salesman for your area is Jarrod Lentz: cell phone (704)661-8886
email: jarrod.lentz@brownandmorrison.com

Accounts Payable contact: Vickie Stamey (704)554-8570 ext 503
vickie.stamey@brownandmorrison.com

Accounts Receivable: Pam Lowe (704)554-8570 ext 505
pam.lowe@brownandmorrison.com

If you need any further information don't hesitate to call.

Sincerely,

Pam Lowe
Brown & Morrison, Ltd

August 5, 2022

Brunswick County
West Brunswick Plant

Attention: Mr. Trent Murphy

Subject: **Sole Source Letter – ClearWater, Incorporated**

Dear Mr. Garrity:

Thank you for your inquiry regarding WEMCO pumps and equipment.

Trillium Pumps USA, Inc. in Fresno, California (formerly Weir Specialty Pumps, Salt Lake City, UT) is the only manufacturer and sole source for WEMCO Torque-Flow recessed impeller pumps, WEMCO Hydrogritter grit separation systems, WEMCO Screw-Flow Screw Centrifugal pumps and Prerotation systems, WEMCO Chop Flow chopper pumps, WEMCO Self-Priming Pumps, WEMCO Non-Clog pumps, and parts for all above listed WEMCO equipment. For assistance and complete information on all WEMCO pumps, equipment, and parts, please contact our exclusive Municipal Representative in the State of North Carolina:

ClearWater Incorporated
1105 8th Street Court SE
Hickory, NC 28602
Telephone: (828) 855-3182
Fax: (828) 855-3183

WEMCO Pump is a product line of Trillium Pumps USA, Inc., formally named Envirotech Pumpsystems. Our Federal I.D. Number is 77-0298303.

Thank you again for the opportunity to serve you.

Sincerely,

Michael S. Howard

Michael S. Howard
Regional Sales Manager
Municipal Markets
mike.howard@trilliumflow.com

Cc: Cindy Lackey – ClearWater, Inc.

APPROVED

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 5, 2019

Action Item # ~~V. - 23.~~ VI-23
Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

From:
John Nichols, P.E.

Issue/Action Requested:
Request that the Board of Commissioners adopt a resolution approving the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

Background/Purpose of Request:
The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer.

The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

ATTACHMENTS:

Description

- Utilities - Sole Source List 7-15-19 - Attach 1
- Utilities - Sole Source Backup Documentation 7-15-19 - Attach 2
- Sole Source Resolution

Clerk to the Board of Commissioners

Routing Sheet for Board Action

Date of Meeting: 8/5/2019

Ref: Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

- [x] Received by Clerk's Office — Date Received: 8/1/2019 — # Originals: 2
- [x] Approved by Board of Commissioners 8/5/19
- [x] Filed & Sent to Dept. — Date Sent: 8/6/19 — # Originals: 1
- [x] Received by Department — Date Received: 8/7/19 — # Originals: 1

Signature of Recipient: Kathy Walters

Upon completion of this routing sheet, please make a copy for your records and interoffice this routing sheet to Jared Galloway in the Clerk's Office

County of Brunswick

Office of the County Commissioners

RESOLUTION AUTHORIZING PURCHASE OF SPECIALTY PRODUCTS USED BY PUBLIC UTILITIES UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer; and

WHEREAS, the attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6); and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract.

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met.

Adopted this the 5th day of August, 2019.

Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to Board

End

Of

Original

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 5, 2019

Action Item # V. - 23.

From:
John Nichols, P.E.

Utilities - Specialty Products Purchase Formal Bidding Requirements Exception

Issue/Action Requested:
Request that the Board of Commissioners adopt a resolution approving the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

Background/Purpose of Request:
The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer.

The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6).

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

Advisory Board Recommendation:
Not Applicable

County Manager's Recommendation:
Recommend that the Board of Commissioners approve the purchase of specific items by specific vendors as an exception to formal bidding requirements in accordance with NCGS 143-129 (e) (6) where price competition is not available.

ATTACHMENTS:

Description

- Utilities - Sole Source List 7-15-19 - Attach 1
- Utilities - Sole Source Backup Documentation 7-15-19 - Attach 2
- Sole Source Resolution

Manufacture	Product	Distributor	Location	Justification
Allis-Chalmers Valves	Valves and Fittings	A/C Service & Repair Inc.	York, PA	The needed product or service is only available from a single source.
GE Breaker Repair	Breaker Repair	ABB	Charlotte, NC	The needed product or service is only available from a single source.
Geo Systems	Grid Material for soil stability	ACF Enviromental	Richmond, VA	The needed product or service is only available from a single source.
Air Vac	Wastewater Vacuum Collection	Aqseptence Group	Rochester, IN	The needed product is proprietary to the vendor
Sensus Metering System	Meters	Ferguson	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Royal Purple	Chemicals	Atlan-Tech	Florence, SC	The needed product or service is only available from a single source.
Bard HVAC	HVAC Units	All Seasons Commercial	Greensboro, NC	The needed product or service is only available from a single source.
Xylem Analytics	Flow Transmtters	Beck Sales & Engineering	Charlotte, NC	The needed product or service is only available from a single source.
Dezurik Valves	Valves and Fittings	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
EIM Controls	Valve Elctronic controllers	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
Hellan Strainer	Strainers	Carotek	Charlotte, NC	The needed product or service is only available from a single source.
Cla-Val Company	Valves and Fittings	Charles R Underwood	Sanford, NC	The needed product or service is only available from a single source.
Micro Motion Coriolis	Flow Controller Transmitter	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Pentair Hydomatic Pumps	Pumps	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Pentair Fairbanks Morse Pumps	Pumps	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Rosemont Measuring Equipment	Flow Measuring Equipment	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Wemco	Grit Seperation System	Clearwater Sales	Hickory, NC	The needed product or service is only available from a single source.
Drexelbrook	Fluid Tranmitter	Combs & Associates	Charlotte, NC	The needed product or service is only available from a single source.
E/One Grinder Pumps	Sewer Grinder Pumps and Stations	Covalen	Charlotte, NC	The needed product or service is only available from a single source.
Crane Pumps and Parts	Sewer Grinder Pumps and Stations	Heritage Water Systems	Greensboro, NC	The needed product or service is only available from a single source.
Moyno Pumps	Pumps	Daparak Inc.	Charlotte, NC	The needed product or service is only available from a single source.
Davis EMU Pumps	Pumps	Charles R Underwood	Sanford, NC	The needed product or service is only available from a single source.
OdaLoog Monitoring	H2S monitors	App-Tek	Phoenix, AZ	The needed product or service is only available from a single source.
Enviromental Chemist	Sample Storage	Enviromental Chemist	Wilmington, NC	The needed product is proprietary to the vendor
Permutit AVGF	Automatic Valveless Filter	Evoqua/Permutit	Union, NJ	The needed product is proprietary to the vendor
Trojan UV systems	UV Treatment	EW2 Enviromental	Charlotte, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Governor Controls Systems	Motor Speed Control	Governor Controls System	Charlotte, NC	The needed product is proprietary to the vendor
Citect Scheider Software	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Scheider Electric Software	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Modicon/PLC	Controls for Drives	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Unity Pro Scheider	Software	GrayBar	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Hach	Water Testing equipment	Hach	Loveland, CO	The needed product or service is only available from a single source.
Harold Beck & Sons Rotary Actuators	Actuators	Harold Beck & Sons Rotary Actuators	Newton PA	The needed product or service is only available from a single source.
GridBee	H2S Mixer for air quality	Heritage Water Systems	Greensboro, NC	The needed product or service is only available from a single source.
Evoqua Water Technologies	Water & Wastewater treament products	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Fluid Engineering	Pumps Fans & Blowers	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Aur Layne/Verti-Line	Pumps	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Blue-White Ind	Metering Pumps	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
Wedeco Xylem	Xylem Water S	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
YSI Incorporated	Process Monitoing Equipment	Heyward Inc	Charlotte, NC	The needed product or service is only available from a single source.
HOMA Pumps	Sewege Pumps	The 419 Group	Charlotte, NC	The needed product or service is only available from a single source.
IDEXX	Water Testing Supplies	IDEXX Distribution	Charlotte, NC	The needed product is proprietary to the vendor
Polymer	Thickner process West WWTP	Amer-Chem	Greenville, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Dynasonics Badger Meter	Flow Meters	J.S. Dismuke	Johns Island, SC	The needed product or service is only available from a single source.
Krohne Tidalflux	Flow Meters	KROHNE Inc.	Peabody, MA	The needed product is proprietary to the vendor
Kruger	Filters and process Sewage	Veolia Water Technologies	Raleigh, NC	The needed product or service is only available from a single source.
Lakeside Equipment Corp	Wastewater Treatment Equipment	Lakeside Equipment Corp	Chicago, IL	The needed product is proprietary to the vendor
Landia Inc.	Mixers and Pumps	Landia, NC	Cary, NC	The needed product or service is only available from a single source.
Aurora Pumps	Pumps	Mechanical Equipment	Matthews, NC	The needed product or service is only available from a single source.
Elster Meters	Meters	Miller Supply	Laurinburg, NC	The needed product or service is only available from a single source.
Mueller Sales	Fire Hydrants	Fortiline or Core & Main	Wilmington, NC	The needed product or service is only available from a single source.
Aqua Washpress	Wastewater Treatment Press	Parkson Corp	Fort Lauderdale, FL	The needed product or service is only available from a single source.
Auma	Valve actuators	Perkinson Company	Charlotte, NC	The needed product or service is only available from a single source.

ABS	Pumps	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
OmniSite	Sewer Lift Station Communications	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
HighTide Technologies	Sewer Lift Station Communications	Pete Duty & associates	Hillsboro, NC	The needed product or service is only available from a single source.
MALA GPR	Ground Penetrating Radar	Power-Tel Utility Products	Harbor, FL	The specific product and/or service from the vendor is necessary for standardization or compatbility
Myers Pumps	Pumps	Preferred Sources Inc.	Pineville, NC	The needed product or service is only available from a single source.
Swagelok	Valves and Fittings	Raleigh Valve & Fittings Co	Raleigh, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Yanmar	Excavator and Equipment	Rob's Hydraulics	Greenville, NC	The needed product or service is only available from a single source.
RTC Solutions	Authorized Installer of Fabriform	RTC Solutions	Davie, FL	The specific product and/or service from the vendor is necessary for standardization or compatbility
Schenck Process LLC	Controls equipment	Schenck Process LLC	Milwaukee, WI	The needed product is proprietary to the vendor
Siemens Instumentation	Level and Controls Transmitters	Beck Sales & Engineering	Charlotte, NC	The needed product or service is only available from a single source.
Sodium Chlorite	Chemicals	TSM Enterprise	Harrells, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Sulzer Pumps	Pumps	Sulzer Pumps	Easly, SC	The needed product is proprietary to the vendor
Weir Specialty Pumps	Pumps	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Tuthill	Vacuum Boosters	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Thermal Process	Foam Leveler	Thermal Process		The needed product or service is only available from a single source.
Tradewinds	Generator and Generator Parts	Perkins Power	Orange Park, FL	The needed product or service is only available from a single source.
McCrometer	Process Flow Meters	WK Hile	Matthews, NC	The needed product or service is only available from a single source.
Flygt Pump Repair	Repair Flygt Pumps Authorized	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
Flygt Pumps	Pumps	Xylem Water Solutions	Charlotte, NC	The needed product is proprietary to the vendor
Godwin Pumps	Self Priming Pumps	Xylem Water Solutions	Wilmington, NC	The needed product is proprietary to the vendor
SEW Eurodrive	Electrical Drives	Motion Ind.	Wilmington, NC	The needed product or service is only available from a single source.
RL Haire	Scada Programing	RL Haire	Red Springs, NC	The needed product is proprietary to the vendor
US Composite Pipe Inc	Polymer Wet Well	Tencarva Machinery	Greensboro, NC	The needed product or service is only available from a single source.
Biodenipho	Oxidation Ditch Treatment	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Clear Stream Eviromental	Secondary Clarifiers	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
Tertiary Filters	Filters for Wastewater	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
KD Maskinfabrik	Rotary drum Thickening System	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
FUCHS Enprotec GmbH	Post ATAD Holding Aeration	Kruger/Veolia	Cary, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility
SuperPulsators®	Flocculating Clarifiers	Suez	Richmond, VA	The specific product and/or service from the vendor is necessary for standardization or compatbility
Greenleaf	Gravity Filters	Suez	Richmond, VA	The specific product and/or service from the vendor is necessary for standardization or compatbility
Dia-series by Neptune	Chemical Metering Pumps			The specific product and/or service from the vendor is necessary for standardization or compatbility
Carbon Dioxide	Chemical and Bulk Storage	PraxAir Distribution	Danbury, CN	The specific product and/or service from the vendor is necessary for standardization or compatbility
Hydro Instruments	Gas Clorinators	Carolina Pump Works	Port royal, SC	The needed product or service is only available from a single source.
Price Communications	Scada Radio Communications	Price Communications		The specific product and/or service from the vendor is necessary for standardization or compatbility
Double Radius	Scada Radio Communications	Double Radius		The specific product and/or service from the vendor is necessary for standardization or compatbility
Brady	Scada Radio Communications	Brady		The specific product and/or service from the vendor is necessary for standardization or compatbility
Hoffland Environmental Inc.	Parts for Poylmixer	Hoffland Environmental Inc.	Conroe, TX	The needed product is proprietary to the vendor
ACS	Filters and Spare Parts	ACS	Raleigh, NC	The needed product is proprietary to the vendor
Hartzell Fans	Odor Control Sewer lift Stations	Hartzell Air Movement	Piqua, OH	The needed product is proprietary to the vendor
ODO Free Solutions	Chemicals for Odor Control System	Industrial Solutions & Supply	Marion, SC	The needed product is proprietary to the vendor
GoEnergies Fuel Services	Fuel, Pumps and Card Readers	GoEnergies Fuel Services	Wilmington, NC	The specific product and/or service from the vendor is necessary for standardization or compatbility

A/C SERVICE AND REPAIR, INC.

5166 Commerce Drive York,PA 17408 Phone: (717) 792-3492 Fax: (717) 792-5283

Date: 4/4/14

To: County of Brunswick, NC Public Utilities

Attention: Jacquie Morden, Thad Hill

Ms. Morden,

In regards to our telephone conversation, this letter confirms that A/C Service and Repair, Inc is the supplier for the Allis-Chalmers Code 22 Butterfly Valve parts requested by Mr. Thad Hill and quoted by our Mr. Barry Reed on 2/11/14.

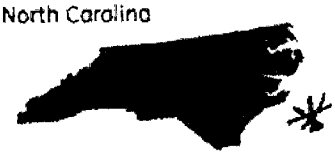
Regards,

Justin Ross
President



Charlotte, NC

Charlotte,
North Carolina



The Charlotte Service Center features on-site and in-shop service for motor, switchgear, and mechanical repairs. With access to the global network of GE Service Centers, Charlotte is truly your total repair solution.

Offerings:
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- Emergency 24-hour service
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- EHS and quality personnel
- Certified Six Sigma quality craftsmanship
- Fully equipped assembly, repair, and inspection shop
- Outage and shutdown planning
- Comprehensive solutions – testing, repair, and overhauls
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- 50 ton crane capacity
- Engine lathes - up to 130"x420" and 40 ton capacity
- Vertical boring mills – up to 144" table x 120"
- Balance capabilities up to 60,000 lbs
- 500 ton horizontal press
- Dry ice cleaning
- Thermography (Infrared)

Contact Us

Service Center
12037 Goodrich Drive
Charlotte, NC 28273
P: (704) 587-1300
F: (704) 587-1359

Email Us

Related Publications

Brochures

Other Service Centers - Industrial Services

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Stoney Creek, ON
Tucson, AZ

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- Analysis - Failure, vibration, and infrared
- Laser alignment
- VPI (Vacuum pressure impregnation)
- Digital diagnostic management solutions
- Replacement parts
- Load testing
- Star punched rotor rewinds
- Equipment management programs
- Motor health monitoring

Switchgear Services



GEOSYSTEMS

Presto Geosystems

670 N Perkins Street
Appleton, WI 54914-3161 USA
Tel: 1 920 738 1304
Fax: 1 920 738 1222
cory.schneider@alcoa.com

Date: 1/20/2017

To Whom it May Concern

Please be advised that ACF Environmental, Richmond, VA, is Presto Geosystems' authorized sole distributor for the Geoblock®5150, Geoblock®, GeoTerra®, and Geoweb® Systems in the state of North Carolina.

If you have any questions, please contact me at 920-738-1304 or via email at cory.schneider@alcoa.com.

Sincerely,

Cory Schneider

Cory Schneider
Technical Support Specialist
Presto Geosystems®

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

2010

TO:	**Marty K. Lawing, County Manager**	**ACTION ITEM #:**	VIII-2
		MEETING DATE:	April 19, 2010
FROM:	Jerry W. Pierce, P.E., Dir. of Public Utilities **Ext. #** 2659	**DATE SUBMITTED:**	April 9, 2010

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** ☐ YES ☒ NO

Approve declaring Air Vac as the sole source provider of equipment for the Sunset Beach Island Vacuum Pump Station and authorizing the County staff to negotiate the purchase of the equipment from Air Vac.

BACKGROUND/PURPOSE OF REQUEST:

With the decision that a vacuum collection system was the most cost-effective type of collection system for the Sunset Beach Island, there is only one major supplier of vacuum collection system equipment. Air Vac is equipment supplier to all of the vacuum collection systems constructed in Brunswick County and North Carolina and is the only supplier of vacuum sewer collection system equipment that meets the specifications for number of systems currently installed, proven reliability, and maintenance support.

The County is preparing to bid the construction of the Sunset Beach Island Collection System and construction of the Vacuum Pump Station. The County has two options on purchasing the equipment from Air Vac. The first option is to include purchase of the equipment in the construction contract and the contractor will be responsible for negotiating a price with Air Vac. The second option is for the County to negotiate a price with Air Vac and supply the equipment to the contractor.

If the contractor negotiates the price with Air Vac, most contractors will add 10 -15% to cost of the equipment for overhead and profit. In this case, this would add approximately $100,000 to $150,000 to the cost of the project. If the County purchases the equipment, the County saves the overhead and profit cost but is now responsible for providing the equipment to the contractor in a timely manner. There is some risk of having to store the equipment until the contractor is ready.

County staff recommends that Air Vac be approved as the sole source for the vacuum collection system including the valve pits and Vacuum Pump Station. County staff also recommends that the County negotiate with Air Vac for the purchase of the equipment associated with the Vacuum Pump Station. The contractor would be responsible for negotiation of the price on the valve pits.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	☐ YES	☒ NO
CAPITAL PROJECT/GRANT ORDINANCE REQUIRED:	☐ YES	☒ NO
PRE-AUDIT CERTIFICATION REQUIRED:	☐ YES	☒ NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	☒ YES	☐ NO

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY: ☒ YES ☐ NO ☐ N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Declare Air Vac the Sole Source Provider of equipment for the Sunset Beach Island vacuum pump station and authorize staff to negotiate the purchase of the equipment from Air Vac.

ATTACHMENTS:

1. Cost Information from URS
2. _____
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: ☑ 4-19-10
DENIED: ☐
DEFERRED UNTIL: _____

ATTEST: CLERK TO THE BOARD

_____
SIGNATURE

OTHER:

Jerry Pierce

From: Randy_Foulke@URSCorp.com
Sent: Thursday, April 08, 2010 11:08 AM
To: Jerry Pierce
Cc: Ben_Latino@URSCorp.com
Subject: Re: Vacuum Station Equipment Cost
Attachments: pic13509.gif

The budget price for the vacuum station equipment is $425,000. This includes the raw sewage pumps, vacuum pumps, the tank, valving inside the building, electrical panels, including starters, and instrumentation and controls, and miscellaneous accessories. Budget price for the valve pits would be $2,317,000. This includes the valve pit and the vacuum valve for 662 pits. If CG&L decides to use the breather unit rather than the candy cane, and if the County elects to use the breather unit, the additional cost would be approximately $113,000.

The breather unit looks like a telephone box and is mounted on the gravity line to the pit at the property line. The candy cane is generally located at the side of the house, and is installed by the property owner. The State may require the candy cane in order to have the system above the 100-year flood. Oak Island used both approaches, but had to use the candy canes where the 100-year flood would submerge the breathers.

It is possible that AirVac may allow a 2% to 3% discount on the valve pits. Oak Island ended up getting this discount, but probably should use the numbers I provided above for now.

When ready, the County will need to negotiate a final price and terms and conditions with Rich Naret, who is a VP of AirVac, and Ron White. Both can be reached at 813-855-6297 in AirVac's Tampa office.

As mentioned to you previously, AirVac is the only manufacturer and supplier in the US for vacuum systems. There is one other manufacturer, but they are overseas. AirVac is American made.

Sorry I did not get to you to sooner, I needed to confirm the type and size of the valve pits we are designing around for this project. Just received that information this morning.

Randall L. Foulke, P.E., BCEE, LEED AP
Water/Wastewater Practice Leader
URS Corporation - North Carolina
1600 Perimeter Park Drive
Suite 400
Morrisville, NC 27560
919.461.1466 Direct
919.637.3344 Cell
919.461.1415 Fax

This e-mail and any attachments contain URS Corporation confidential information that may be proprietary or privileged. If you receive this message in error or are not the intended recipient, you should not retain, distribute, disclose or use any of this information and you should destroy the e-mail and any attachments or copies.

"Jerry Pierce" <jpierce@brunsco.net>

"Jerry Pierce"
<jpierce@brunsco.net> To<Randy_Foulke@URSCorp.com>

04/08/2010 10:14 AM cc

Brunswick County Board of Commissioners

ACTION AGENDA ITEM

2010

TO:	**Marty K. Lawing, County Manager**	**ACTION ITEM #:**	VII-7
		MEETING DATE:	February 1, 2010
FROM:	Jerry W. Pierce, P.E., Dir. of Public Utilities **Ext. #** 2659	**DATE SUBMITTED:**	January 26, 2010

ISSUE/ACTION REQUESTED: **PUBLIC HEARING:** ☒ YES ☐ NO

Approve agreement with Sensus USA for the purchase of an Advance Meter Infrastructure System to replace the existing manual meter reading system. The estimated total cost of the cost of the project is $9,511,415.93 which will be spread over a 6-year period. The first year cost will be $1,386,000.

BACKGROUND/PURPOSE OF REQUEST:

The County has considered implementation of an automated meter reading system for a number of years. Funds were included in this year's Capital Improvement Program for implementation of an automated meter reading system. A Meter Reading Committee was established, which consisted of Public Utilities staff, Finance staff and Commissioner Norris. The committee met to determine the types of systems that should be considered and a Request for Information and Qualifications (RFIQ) was developed. The RFIQ was sent to all of the leading meter manufacturers that serve our area.

The County received responses from seven meter manufacturers. The committee evaluated all of the responses from the vendors. Most of the vendors provided information on two types of automated meter reading systems. The first type is the AMR or drive by type of system where a customer service employee must drive by the meter in order to receive a reading on manufacturer supplied equipment. This is the type system that we currently use in the Sunset Beach area. The second type of system is the AMI type system where the readings are transmitted back to central receiving point, i.e. the Customer Service Office.

After much discussion, the committee narrowed the number of meter vendors from seven to four. Those four were asked to provide a more detailed proposal on both systems including costs of installation and equipment. After hearing presentations from all four vendors, the committee narrowed the selection to two firms. The committee selected the AMI type system as the best type of system and detailed and final pricing was sought from AMCO Meters and Sensus Meters. After evaluation of the detailed and final pricing Sensus was selected as the best firm to provide the equipment, software, and installation service for the new meter reading system.

During the evaluation process, County staff determined that most utilities installed a new metering system over a period of years instead of all at one time. Also, the County staff determined that County employees could install the meters under supervision of Sensus.

During the detailed and final price negotiations, Sensus made a number of offers to Brunswick County related to price and services that are to be provided. The purpose of this agreement is to consolidate all of the prices, offers of service from Sensus and County responsibilities into one document. This agreement clearly indicates that the project will be phased over a 6-year period and that the County will only purchase equipment and services if funds are budgeted.

County staff recommends approval of the selection of Sensus for provision of the equipment and

service associated with installation of the meter reading system and approval of the agreement with Sensus outlining the offers and services to be provided by Sensus.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED:	☒ YES	☐ NO
CAPITAL PROJECT ORDINANCE REQUIRED:	☐ YES	☒ NO
PRE-AUDIT CERTIFICATION REQUIRED:	☒ YES	☐ NO
REVIEWED BY DIRECTOR OF FISCAL OPERATIONS	☒ YES	☐ NO

The budget amendment below is to decrease the FY 10 Water Fund budget appropriation for debt service principal and interest for the Electronic Meter Reading System and redirect the funds for an appropriation to purchase the system in phases over several years. The budget amendment will appropriate $1,386,000 for the first phase of the project in FY 10.

Water Fund:

Expenditures:

Lease Principal-Radio Read Equipment	619100-475012	($1,086,000)
Lease Interest-Radio Read Equipment	619100-476012	($300,000)
Capital Outlay-Electronic Meter System	617110-459605	$1,386,000

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY:	☒ YES	☐ NO	☐ N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Approve advanced meter infrastructure installation project agreement with Sensus USA and the associated budget amendment.

ATTACHMENTS:

1. Agreement
2. Proposals and Cost Information from Sensus
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: ☑ 2-1-10
DENIED: ☐
DEFERRED
UNTIL: _____

ATTEST: CLERK TO THE BOARD

_____
SIGNATURE

OTHER: Please return to Clerks office for Chairmans signature after all required signatures have been obtained from Sensus. Thank you

BRUNSWICK COUNTY PUBLIC UTILITIES
ADVANCED METER INFRASTRUCTURE INSTALLATION PROJECT AGREEMENT

Whereas, Brunswick County Public Utilities Department and Finance Department desire to upgrade the existing water meter reading systems, and

Whereas, Brunswick County issued a Request for Qualifications and Information (RFQI) to major water meter manufacturers, and

Whereas, Brunswick County received responses to the RFQI from seven meter manufacturers, and

Whereas, After an evaluation of the responses and the request for additional information from several meter manufacturers, the Meter System Selection Committee selected Sensus as the best meter manufacturer to provide the equipment, software and technical services for the installation of an Advanced Meter Infrastructure Reading System in Brunswick County, and

Whereas, the County staff has negotiated the terms, conditions, and schedules associated with the installation of the Advanced Meter Infrastructure Reading System, and

Whereas, it is in both parties' interest to clarify the responsibilities and expectation of both parties during the meter installation process.

IT SHALL BE THE MUTUAL UNDERSTANDING AND AGREEMENT BY BRUNSWICK COUNTY AND SENSUS THAT:

1. The Duties and responsibilities of Sensus and Brunswick County shall be as outlined in the "Sensus/Customer Flexnet Deployment Project Responsibilities Document – Statement of Work" dated November 30, 2009 with the following exceptions:

    A. Sensus will designate a project manager and have the project manager on site for the first year of installation at no additional cost.

    B. Brunswick County is not responsible for any FCC fees for use of the radio frequency.

    C. All meters furnished shall read US Gallons with 8 digit registers.

2. Any disputes that arise between Sensus and/or its authorized reseller and Brunswick County will be subject to mediation if the dispute cannot be otherwise resolved. This section shall not preclude the right of either party to seek other legal relief.

Jacquie Morden

From: Lisa Callicutt <LCallicutt@royalpurple.com>
Sent: Monday, April 17, 2017 1:27 PM
To: Jacquie Morden
Subject: Distributor for North Carolina

Hello,

The distributor that handles North Carolina would be Atlan-Tec in Florence, SC 843-661-0415.

Thank you,

Lisa Callicutt
Receptionist
Royal Purple
Calumet Specialty Products Partners
Packaging and Branded Products
Office: (281) 354-8600
Fax: (281) 354-7600

Chuck Braun

From: Michael Garrett <mgarrett@marketingassociates.org>
Sent: Thursday, April 28, 2016 5:38 PM
To: Chuck Braun
Cc: Matt Garrett
Subject: Bard Manufacturing

Chuck,

I hope you're doing well. Matt Garrett with All Seasons Commercial Distribution asked me to reach out to you. He asked I let you know that All Seasons is Bard Manufacturing's engineered products distributor in North Carolina. Due to the complexity of our product offering, and the expertise required with some of our more advanced system our engineered products are often only offered through one distributor per state or trade region. In this case All Seasons is our EPD for the State of North Carolina. Please don't hesitate to contact me if you have further questions. Thank you for your business!

All the best,

Michael

Michael K. Garrett
Mid Atlantic Regional Director
Bard Manufacturing Company

Marketing Associates, LLC
Post Office Box 13068
Greensboro, NC 27415

Beck Sales & ENGINEERING

January 22, 2015

Brunswick County Public Utilities
cbraun@brunsco.net
Pages: 1

Attention: Chuck Braun

Subject: Xylem Analytics Representation

Dear Chuck:

Beck Sales & Engineering Co. is the authorized Xylem Analytics Representative for the following products in both NC and SC.

Products	**Affiliated Company**
Royce Technologies Monitoring and Control Instruments	OI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9210)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW
YSI Process Monitors IQ SensorNet	YSI Corporation
YSI Water Quality Systems Products (WQS)	YSI Corporation

Should you have any questions, please let us know.

Sincerely,

Beck Sales and Engineering Co.

Mike Beck

10718 Carmel Commons Blvd., Suite 250 • Charlotte, NC 28226

P: 704-542-9329 • F: 704-541-5711 • E: becksls2@bellsouth.net • www.becksls.com

- Tretter Mfg. Company
- Velan
- Waterman

- Instruments & Controls
- Steam, Air & Hydronic Products
- Municipal Manufacturers
- Additional Manufacturers

DeZURIK Distributor

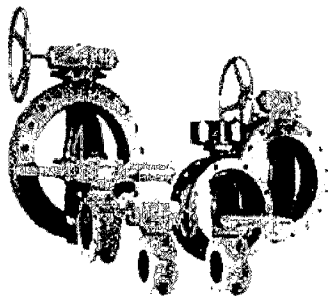
DeZURIK
APCO | HILTON

Carotek is proud to be the stocking distributor for DeZurik valves in North Carolina, South Carolina and Virginia. DeZurik is the innovative global leader in valve technologies for pulp and paper, chemical, petrochemical, power, mining, water and wastewater industries. Since 1928 DeZurik has been an icon in the valve industry.

In 2011 DeZurik acquired APCO/Willamette – two industry leading water and wastewater brands that boast a history of innovation going back to APCO's founding in 1895. APCO and Willamette are perfect additions to DeZurik's vast line. Hilton Valve was acquired by DeZurik in 2012 bringing custom knife gate and high pressure control valves capabilities for hydro-electric, industrial and municipal applications.

DeZurik designs and manufactures a diverse family of valve products including:

Resilient Seated Butterfly Valves	High Performance Butterfly Valves	AWWA Butterfly Valves
Knife Gate Linear Valves	Eccentric Plug Valves	Eccentric Plug Valves
Rotary Control Valves	Automatic Control Valves	Cone & Ball Valves
Landing Disc, Silent Flap and Double Door Check Valves	L&W, L&S and Cushion Swing Check Valves	Air, Vacuum, Surge Relief Valves



Carotek strives to understand our customer's processes completely, so together with DeZurik, we can provide customized engineered and standardized packages.

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BLOWERS & VACUUM PUMPS
INSTRUMENTATION & CONTROLS
VALVES
ASCO
D ZURIK
DFT Valves
EIM

EIM Distributor

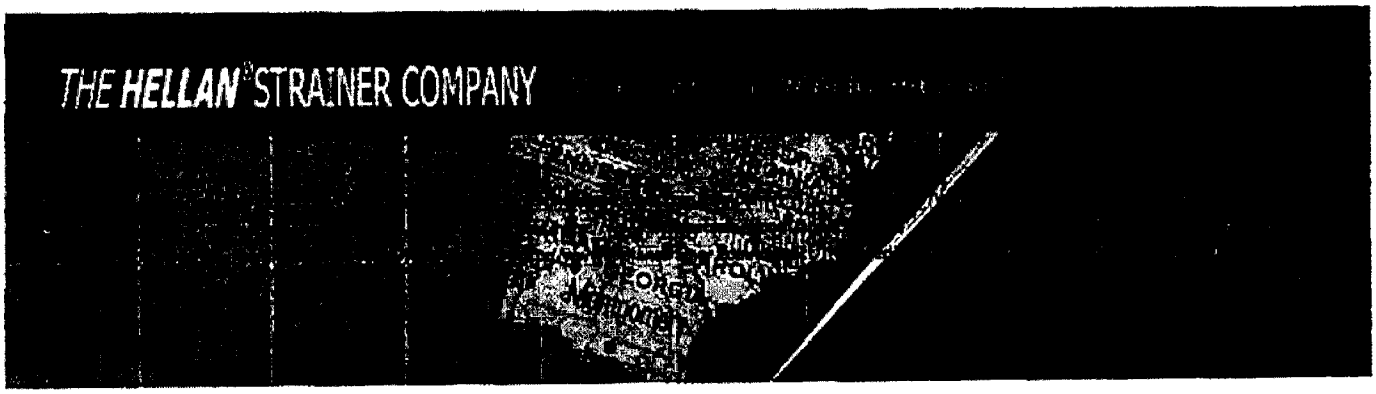
EIM has manufactured high quality valve actuators since 1949 and is represented by Carotek in the municipal market for the states of North and South Carolina.

Carotek provides the full line of EIM actuators:

- Electric Actuators
- Electronic Actuators
- Manual Actuators

Standard Features of EIM actuators include:

- Fully compliant to AWWA specifications
- Non-intrusive designs
- Declutchable Manual overrides as standard
- Single and three phase AC and 24 volt DC actuators
- Battery back-up systems
- Up-to 150,000ft/lbs of torque
- Digital network Systems:
  - Controlinc
  - Foundation Fieldbus
  - Profibus DP with RedCom



Jump to Product:

Hellan

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- Automatic (/hellan-automatic/)

Fabricated

- WYE (/fabricated-y/)
- Simplex / Basket (/fabricated-simplex/)
- Tee (/fabricated-t/)

Military/Marine

- Staples & Pfeiffer (/staples-pfeiffer/)
- Manual (Hellan) (/hellan-manual/)
- Automatic (Hellan) (/hellan-automatic/)
- Y (Staples & Pfeiffer) (/military-y/)
- Simplex / Basket (Staples & Pfeiffer) (/military-simplex/)
- Duplex (Staples & Pfeiffer) (/military-duplex/)
- Hose Reels -AFFF & Fueling Hose Reels (/hose-reels/)

Eastern United States

Strainer Reps, Eastern U.S. Region

Carotek, Inc.
Dalton Kean
700 Sam Newell Road
PO Box 1395
Matthews, NC 28106
PH:804-279-8800SC, NC and VA
Industrial & Municipal Sales
Kahl Company.
3526 Silverside Road: #38
Wilmington, DE 19810**Phone : 302-478-8450**
Fax :

website: www kahlco.com (http://www kahlco.com)

NJ - Municipal only
PA, DE & MD - Industrial and Municipal

Rep Company	Contact Info	Sales Area
The Blake Group 4 New Park Road East Windsor, CI 06088	PH:800-353-1100 FX: E-mail: sales@blakeequip.com (mailto:sales@blakeequip.com) Website: www.blakeequip.com (http://www.blakeequip.com) See website for sales person directory	ME, NH, VT, MA, RI (excluding W and SE See website for regic
Carl Eric Johnson Company 1752Q Macleod Drive Lawrenceville, GA 30043	PH:800-737-2235 Fax:678-377-2021 E-mail: sales@cejco.net (mailto:sales@cejco.net) Website: www.cejco.net (http://www.cejco.net) See website for sales person directory	AL, FL, GA, T Industrial & Municij See website for regic
Dave Heiner Associates, Inc. **3799 Route 46, Suite 102** **P.O. Box 6010** **Parsippany, NJ 07054**	PH:973-299-9990 FX:973-299-9988 E-mail: jheiner@daveheinerassoc.com (mailto:jheiner@daveheinerassoc.com) Website: www.daveheinerassoc.com (http://www.daveheinerassoc.com) **Contact Rob Knoblauch**	NJ, SE NY & Long Municipal water & w. **See website for territory**
Grundeen & Associates, INC. **P.O. Box 9269** **Schenectady, NJ 12309**	PH 518-372-5533 E-mail: Rich@Grundeen.com (mailto:Rich@Grundeen.com) Contact Rob Knoblauch Website: www.grundeen.com (http://grundeen.com)	NY, SE NY & Long Municipal water & w.

CLA-VAL

August 11, 2016

Re: Charles R. Underwood, Inc:

Cla-Val Company has appointed Charles R. Underwood, Inc as our exclusive Master Municipal Distributor and as its representative for the sales of its standard products sold under the trade name of Cla-Val in connection with valves and controls for the States of North & South Carolina. Charles R. Underwood, Inc. is also our factory trained and authorized service facility for CLA-Val Company products for the States of North & South Carolina.

If you require any further conformation or need any additional information regarding this matter please feel free to contact me.

Regards,

Bill Moore

Digitally signed by Bill Moore
DN: cn=Bill Moore, o=Cla-Val Company, ou=Regional Manager, email=bmoore@cla-val.com, c=US
Date: 2016.08.11 15:09:56 -04'00'

William S. Moore
Regional Manager
Cla-Val Company

Cla-Val Eastern Regional Office
6911 Richmond Highway, Suite 444 • Alexandria VA 22306
ph: 800.451.3030 • fax: 703.721.1927 • www.cla-val.com

EMERSON

Emerson Automation Solutions
Micro Motion, Inc.
7070 Winchester Circle
Boulder, CO 80301

02/18/2019

In response to your recent inquiry regarding the source of Micro Motion, Inc. products and services through ClearWater Sales, Inc. for Municipal sales and services, we offer the following.

Products manufactured by Micro Motion, Inc. include Coriolis flow and density measurement devices, magnetic and vortex flowmeters. These products, including replacement parts, are new, and manufactured Micro Motion and its related subsidiary organizations, and Micro Motion is pleased to offer these products for sale directly to our customers and through our authorized Municipal sales representantive in the Southeast, ClearWater Sales, Inc.

ClearWater Sales, Inc. is Micro Motion's only authorized Municipal sales and service representative in the North Carolina, South Carolina, Virginia, and Maryland territory.

Please contact me if you have any questions regarding this letter.

Regards,

Christopher Nelson | Contracts Manager | Micro Motion, Rosemount Flow, Roxar, Flow Field Services

Emerson Automation Solutions | 7070 Winchester Circle | Boulder| CO| 80301

T +1 303 530 8535 | F +1 800 821 0314

Christopher.Nelson@Emerson.com

PENTAIR

HYDROMATIC®

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Locate distributors by state

Market Segment specified

Brand: **Hydromatic** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: **NC** *ZIP*: **28422**

Search Results 1 Distributor(s) found

Please choose one of the following distributor(s):

Clear Water, Inc.
Clear Water, Inc.
1939 Tate Blvd. SE
Hickory, NC 28602

PHONE: 828-855-3182
FAX: 828-855-3183
Email: shadi@clearwaterinc.net

Search by Zip Code...

Select a Market: Municipal

Enter Zip Code: 28422

Next **New Search**

PENTAIR

Distributor Locator - Domestic (USA)

FAIRBANKS NIJHUIS®

Locate distributors by zipcode

Market Segment specified

Brand: **Fairbanks Morse Pump** *Market*: **Municipal**

Location specified

County: **Brunswick (37019)** *State*: **North Carolina (NC)**

Search Results **1 Distributor(s) found**

Please choose one of the following distributor(s):

CLEARWATER, INC
PO BOX 1469
1939 Tate Boulevard, SE
HICKORY, NC 28603-1469

PHONE: 828-855-3182
FAX: 828-855-3183
Email: shad@clearwaterinc.net

Search by State and County...

Select a Market: Municipal

Select your State: North Carolina

Select your County: Brunswick

Next New Search

EMERSON
Process Management

EMERSON PROCESS MANAGEMENT
Rosemount Division
9100-F Perimeter Woods Drive
Charlotte, NC 28216
Tel 704-598-5660
Fax 704-598-5681

September 14th, 2016

To Whom It May Concern:

Re: North/South Carolina Municipal Representation

Clearwater Inc is the sole municipal sales representative for Emerson PM, Rosemount Measurement, Rosemount Analytical, and Micro Motion divisions, in North and South Carolina for all their instrumentation products, parts, and service repair at Emerson PM facilities. Rosemount is the Sole Source provider of such products for municipal utilities and their associated contractors and vendors.

We appreciate your interest in Rosemount products and have made this arrangement to provide you with continuing excellent sales support and service.

Cordially,

EMERSON PROCESS MANAGEMENT
Rosemount Measurement & Analytical Divisions

Scott Jones

Scott Jones
Area Municipal Sales Manager
704-906-0910

Weir Specialty Pumps
92 Ridgewood Drive
Amherst, NY 14226

T 716 835 1110
C 716 536 3455
weirsp.com

August 1, 2018

Brunswick County
West Brunswick Plant

Attention: Mr. Michael Garrity

Subject: **Sole Source Letter – ClearWater, Incorporated**

Dear Mr. Garrity:

Thank you for your inquiry in regard to WEMCO pumps and equipment.

Weir Specialty Pumps, in Salt Lake City, Utah is the only manufacturer and sole source for WEMCO Torque-Flow recessed impeller pumps, WEMCO Hydrogritter grit separation systems, WEMCO Screw-Flow Screw Centrifugal pumps and Prerotation systems, WEMCO Chop Flow chopper pumps, WEMCO Self-Priming Pumps, WEMCO Non Clog pumps, and parts for all above listed WEMCO equipment. For assistance and complete information on all WEMCO pumps, equipment, and parts, please contact our exclusive Municipal Representative in your area:

ClearWater Incorporated
1105 8th Street Court SE
Hickory, NC 28602
Telephone: (828) 855-3182
Fax: (828) 855-3183

WEMCO Pump is a product line of Weir Specialty Pumps, formally named Envirotech Pumpsystems. Our Federal I.D. Number, 87-052 9231, has not changed.

Thank you again for the opportunity to serve you.

Sincerely,

Michael S. Howard

Michael S. Howard
Regional Sales Manager | Municipal

E-mail: mike.howard@weirgroup.com

CONTACT US

Regional Rep / Distributor

{46616262-C8B6-43BF-BD4F-3A4C0F7A255C}{DD9C96F4-779D-4A3F-8BCC-1C5F03400546}

Combs & Associates, Inc - Municipal only
Post Office Box 32185
Charlotte, NC 28232-2185
Phone: 704-374-0450 ext 17
Fax: 704-375-6618
Website: http://www.combs-associates.com
Email: laurastreeter@combs-associates.com

covalen

Search for:

Search

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- Covalen Leveraging Aquastore for a Municipal Water Storage Issue
- E/One Sewer Systems Announces New Distributor in Carolinas
- Fluid & Thermal Systems is now COVALEN
- Water / Wastewater Line Sheet Announced
- Project Profile Twin Lakes Regional Sewer Distrct

Archives

- June 2012
- April 2012
- December 2011
- June 2011

Categories

- For Your Information
- News
- Project Profiles
- Uncategorized

« Fluid & Thermal Systems is now COVALENCovalen Leveraging Aquastore for a Municipal Water Storage Issue »

E/ONE SEWER SYSTEMS ANNOUNCES NEW DISTRIBUTOR IN CAROLINAS

Environment One Corporation (E/One), Niskayuna, New York, has announced the appointment of Covalen as the new E/One Sewer Systems distributor for its Carolina territories. George Earle, president at Environment One, said that the appointment of Covalen as our new distributor for both North and South Carolina is an important step for E/One in bolstering our position in this area.

Covalen, which operates in the Midwestern United States as well as the Southeast, has been a long-time distributor for Environment One and is considered an innovative and successful channel partner. Their skilled sales and applications staff has helped achieve market leadership in the areas where Covalen represents the E/One product line.

Bob Jacobi, Covalen president, said, "The opportunity for Covalen to begin an operation in North and South Carolina is exciting for our company and it is also an honor to be chosen by Environment One to carry the E/One flag in such an important territory."

Covalen's Southeast operation is based in Loris, SC. The location carries a full inventory of E/One products and also offers full service and repair of the product.

Manager of municipal sales for the new location, Bob Jordan, said that "the Carolina business brings many challenges and opportunities for Covalen and our staff there. We are impressed by the knowledgeable clientele we have worked with so far and look forward to learning more from them as we progress."

Covalen contact info: www.covalen.com

877-770-8277

3981 Walnut St

Loris, SC 29569

Bob Jordan, Covalen Municipal Sales Manager

(C) 317-319-6077

Environment One Corporation is an operating company of Precision Castparts Corp. (NYSE: PCP), a worldwide manufacturer of complex metal parts and engineered products. With corporate headquarters in New York and regional offices and distribution throughout the industrialized world, E/One is a manufacturer and provider of

CRANE PUMPS & SYSTEMS

BARNES • BURKS • CROWN • DEMING • PROSSER • WEINMAN

TELEPHONE: +1 937 778 8947
FACSIMILE: +1 937 773 7157
WEBSITE: www.cranepumps.com

January 4th, 2018

Steve Hlastala
Superintendent, Brunswick County Public Utilities
P. O. Box 249
Bolivia, NC 28422

Re: Crane Pumps and Systems Local Support for Brunswick County

Dear Steve,

This letter is to make you aware of our formal transition of local support for your pump business, moving away from Pumps, Parts & Service, Inc. over to Heritage Water Systems.

This transition became effective January 1, 2019. All of your direct Crane pricing, and terms & conditions are to remain unchanged until further notice.

Your contact at Heritage is as follows:

Heritage Water Systems
7105 Cessna Drive
Greensboro, NC 27409

Tim Tilley
336-687-7480
timtilley@heritagewater.com

If you have any questions, please do not hesitate to reach out to us.

Sincerely,

Jake Borchers

Jake Borchers
VP/GM Municipal Market
CRANE Pumps & Systems

MOYNO

Always the Right Solution™

Rick Baker
Regional Sales Manager
10500 Salt Box Court
Charlotte, NC 28277-1914
Phone: 704/752-4288
Fax: 704/752-4289
rbaker@moyno.com
www.moyno.com

May 28, 2013

Jeremy Sexton
Brunswick County Public Utilities
P. O. Box 469
Bolivia, NC 28422

Dear Mr. Sexton:

This letter is to advise that Daparak, Incorporated is the sole authorized representative for genuine Moyno® Products of Springfield, Ohio in the state of North Carolina.

Accordingly, all **genuine Moyno® Pumps,** Pipeliners, Annihilators, parts, and service are available only through Daparak.

Mr. Sexton, we appreciate the opportunity to be of service to Brunswick County Public Utilities. We appreciate your business and look forward to providing service to you in the future. If you have any questions, please do not hesitate to contact me.

Regards,

Rick Baker

Rick Baker, Moyno Regional Sales Manager

Machinery Services Corp.

Call 973.345.5600 Email info@servicer.com

Click Here For 24 Hour Emergency Service



Davis EMU Pumps

Product to view details.

Information



Wilo Impellers (4)
Modular system

Customer-specific combinations of pump ends and motors are possible in a modular system according to a fixed key



Wilo Submersible Sewage Pumps (14)
Pump: Casing parts, impeller and neck ring of high-quality cast iron (stainless steel casting on request).

Screwed connections as well as mobile neck ring made of stainless steel

Motor: Casing parts of high-quality cast iron or steel. Shaft of high quality heat-treatable steel, screwed connections made of stainless steel

wilo®

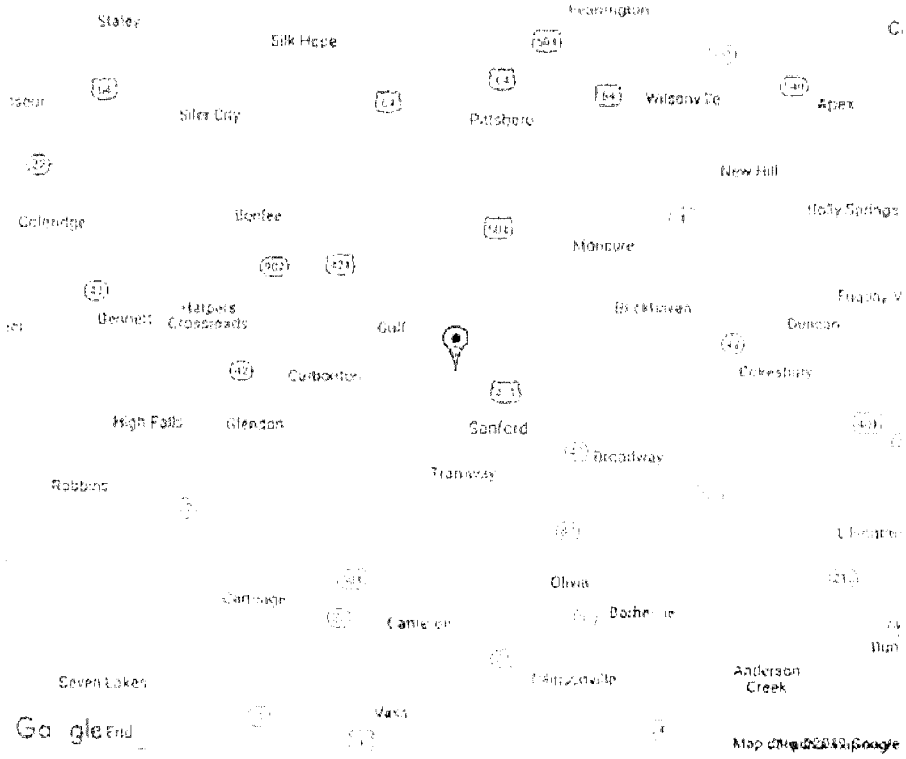


Choose Product Segment: Building Services | Water Management | Groundwater

To narrow search:
Enter Zip Code: 28422 or select state: Please select reset

Water Management :

Charles R Underwood
2000 Boone Trail Road
Sanford, NC, 27330
919-775-2463
www.crupumps.com



App-Tek

ThermoFisher SCIENTIFIC

January 4, 2016

To potential OdaLog customers

RE: OdaLog distributor for North America

This letter is to confirm that App-Tek International PTY Ltd. Is the sole manufacturer of the OdaLog/OdaTrak line of hydrogen sulfide gas data loggers and also confirms that Detection Instruments Corporation of Phoenix, Arizona is the exclusive American distributor of our OdaLog range of portable gas logging equipment.

Our policy of having only one distributor per major geographical area is to guarantee sufficient economies of scale to allow our distributors to be able to provide superior after sales support for OdaLog products sold in their area.

When we were looking at the USA and realized the quality of experience and knowledge that Neal Bridges and Lindy Eppinger, and their staff would be able to provide for our end-user customers, we had no hesitation in appointing Detection Instruments Corporation as our sole distributor for all of North America.

Thank you very much for considering OdaLog products to meet your current gas logging requirements.

Yours sincerely,



John Keramidas
Export Sales Manager
Data Acquisition

Thermo Fisher Scientific Australia Pty Ltd - 5 Caribbean Drive, Scoresby, Victoria 3179, Australia
Tel: +61 3 9757 4477 Fax: +61 3 9753 3483
Web: www.thermofisher.com.au

4.1.4 Storage of samples for microbiological analysis

Although recommendations vary, the time between sample collection and analysis should, in general, not exceed 6 hours, and 24 hours is considered the absolute maximum. It is assumed that the samples are immediately placed in a lightproof insulated box containing melting ice or ice-packs with water to ensure rapid cooling. If ice is not available, the transportation time must not exceed 2 hours. It is imperative that samples are kept in the dark and that cooling is rapid. If these conditions are not met, the samples should be discarded. When water that contains or may contain even traces of chlorine is sampled, the chlorine must be inactivated. If it is not, microbes may be killed during transit and an erroneous result will be obtained. The bottles in which the samples are placed should therefore contain sodium thiosulfate to neutralize any chlorine present, as de-

Environmental Chemist



05/02/2018

Brunswick County Public Utilities
Jeremy Sexton
4305 Southport Supply Rd SE
Southport, NC 28422

Evoqua/Permutit is the sole manufacturer/designer of the Permutit AVGF (Automatic Valveless Gravity Filter) with the original patent of the strainer plate design for pressure filters. Part number 105-39230 is a proprietary product in
which only Evoqua (Permutit) has designed to ensure the continuation of process integrity of this equipment. There is no other available source for our product(s) as all of these strainers are supplied through our Union NJ warehouse.

With kind regards,

David Pearsall

David Pearsall
1140 Route 22 East
Bridgewater, NJ 08807
Phone: 908-851-6916
Fax: 908-851-6906
E-mail: david.pearsall@evoqua.com

Standard Terms

Standard Terms of Sale

1. **Applicable Terms.** These terms govern the purchase and sale of equipment, products, related services, leased products, and media goods if any (collectively herein "Work"), referred to in Seller's proposal ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is expressly conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.** Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation specifically provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Work or any incremental increases thereto shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid. All orders are subject to credit approval by Seller. Back charges without Seller's prior written approval shall not be accepted.

3. **Delivery.** Delivery of the Work shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are ExWorks Seller's factory (Incoterms 2010). Title to all Work shall pass upon receipt of payment for the Work under the respective invoice. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials and Licenses.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Work. Buyer shall not disclose any such material to third parties without Seller's prior written consent. Buyer grants Seller a non-exclusive, non-transferable license to use Buyer's name and logo for marketing purposes, including but not limited to, press releases, marketing and promotional materials, and web site content.

5. **Changes.** Neither party shall implement any changes in the scope of Work described in Seller's Documentation without a mutually agreed upon change order. Any change to the scope of the Work, delivery schedule for the Work, any Force Majeure Event, any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and time of performance.

6. **Force Majeure Event.** Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure Event. If a Force Majeure Event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination. "Force Majeure Event" shall mean events or circumstances that are beyond the affected party's control and could not reasonably have been easily avoided or overcome by the affected party and are not substantially attributable to the other party. Force Majeure Event may include, but is not limited to, the following circumstances or events: war, act of foreign enemies, terrorism, riot, strike, or lockout by persons other than by Seller or its sub-suppliers, natural catastrophes or (with respect to on-site work), unusual weather conditions.

7. **Warranty.** Subject to the following sentence, Seller warrants to Buyer that the (i) Work shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship and (ii) the Services shall be performed in a timely and workmanlike manner. Determination of suitability of treated water for any use by Buyer shall be the sole and exclusive responsibility of Buyer. The foregoing warranty shall not apply to any Work that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller warrants the Work, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Work or (ii) twelve (12) months from initial operation of the Work or ninety (90) days from the performance of services (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole and exclusive remedy, repair or replace the subject parts, re-perform the Service or refund the purchase price. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Work so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Work. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Work in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover (i) damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller) and (ii) media goods (such as, but not limited to, resin, membranes, or granular activated carbon media) once media goods are installed. THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity.** Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment.** Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent.

10. **Termination.** Either party may terminate this agreement, upon issuance of a written notice of breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement). If Buyer suspends an order without a change order for ninety (90) or more days, Seller may thereafter terminate this Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Dispute Resolution**. Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. If, despite good faith efforts, the parties are unable to resolve a dispute or claim arising out of or relating to this Agreement or its breach, termination, enforcement, interpretation or validity, the parties will first seek to agree on a forum for mediation to be held in a mutually agreeable site. If the parties are unable to resolve the dispute through mediation, then *any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, shall be determined by arbitration in Pittsburgh, Pennsylvania before three arbitrators* who are lawyers experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. *The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures. The Arbitrators shall issue a reasoned decision* of a majority of the arbitrators, which shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The substantially prevailing party as determined by the arbitrators shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. For any order shipped outside of the United States, any dispute shall be referred to and finally determined by the International Center for Dispute Resolution in accordance with the provisions of its International Arbitration Rules, enforceable under the New York Convention (Convention on the Recognition and Enforcement of Foreign Arbitral Awards) and the governing language shall be English.

12. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Work provided under this Agreement, including any export license requirements. Buyer agrees that such Work shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

13. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE WORK, INCLUDING WITHOUT LIMITATION ANY LIABILITY FOR ALL WARRANTY CLAIMS OR FOR ANY BREACH OR FAILURE TO PERFORM ANY OBLIGATION UNDER THE CONTRACT, SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE WORK. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

14. **Rental Equipment / Services**. Any leased or rented equipment ("Leased Equipment") provided by Seller shall at all times be the property of Seller with the exception of certain miscellaneous installation materials purchased by the Buyer, and no right or property interest is transferred to the Buyer, except the right to use any such Leased Equipment as provided herein. Buyer agrees that it shall not pledge, lend, or create a security interest in, part with possession of, or relocate the Leased Equipment. Buyer shall be responsible to maintain the Leased Equipment in good and efficient working order. At the end of the initial term specified in the order, the terms shall automatically renew for the identical period unless canceled in writing by Buyer or Seller not sooner than three (3) months nor later than one (1) month from termination of the initial order or any renewal terms. Upon any renewal, Seller shall have the right to issue notice of increased pricing which shall be effective for any renewed terms unless Buyer objects in writing within fifteen (15) days of issuance of said notice. If Buyer timely cancels service in writing prior to the end of the initial or any renewal term this shall not relieve Buyer of its obligations under the order for the monthly rental service charge which shall continue to be due and owing. Upon the expiration or termination of this Agreement, Buyer shall promptly make any Leased Equipment available to Seller for removal. Buyer hereby agrees that it shall grant Seller access to the Leased Equipment location and shall permit Seller to take possession of and remove the Leased Equipment without resort to legal process and hereby releases Seller from any claim or right of action for trespass or damages caused by reason of such entry and removal.

15. **Miscellaneous.** These terms, together with any Contract Documents issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (OCT 2014). If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.

Accepted by: _____

Print: _____

Date: _____

TROJANUV
WATER CONFIDENCE

October 31, 2017

Brunswick County
Accounts Payable
P.O. Box 249
Bolivia, NC
28422

RE: TrojanUV System Replacement Parts for Municipal UV Disinfection Systems

This letter is to confirm that EW2 Environmental, Inc. located in Charlotte, NC, USA, is the exclusive provider of Trojan Technologies Genuine replacement parts for municipal projects and equipment for Brunswick County in Bolivia, NC.

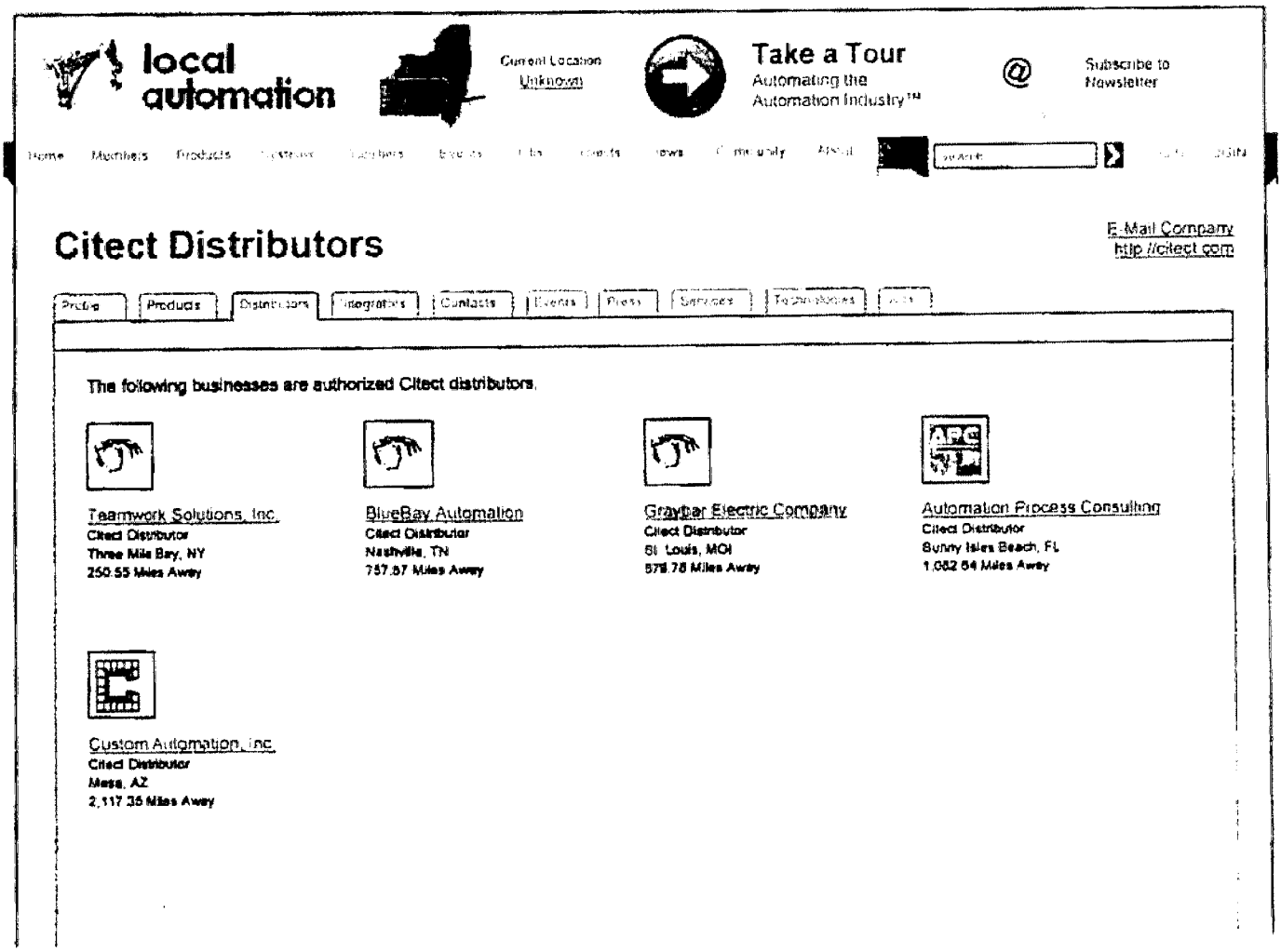
In order to keep the equipment performance guarantee intact, EW2 Environmental Inc, is the only Authorized representative for Genuine Trojan replacement parts. Trojan purchases only validated system components (lamps/bulbs, ballasts etc.) from our suppliers and only those components meeting our performance standards are passed on to the customer.

If you have any questions, please do not hesitate to contact me at 519-457-3400 ext 2556 or by email at mdoria@trojanuv.com.

Best regards,
TROJAN TECHNOLOGIES

Mike D'Oria
Municipal Territory Representative

Country / Territory	Independent Sales & Service Channels / Woodward Office	Services
United States—		
	OEMs—Contact Woodward/Rockford (aerospace turbines) or Woodward/USA (industrial turbines, electric power, engines).	
	Engine Solenoids—Contact Traycana (US east of Mississippi River) or Drake Controls - West (US west of Mississippi River).	
	MotoHawk Control Solutions product line—Contact New Eagle (Ann Arbor, MI).	
	Nuclear Utilities—Contact Engine Systems Inc.	
	Railroads—Contact Illinois Auto Electric.	
	All other needs:	
AL	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
AK	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
AZ	Winn-Marion Barber (Tempe)	Distributor / AISF / RER
	Western EPG Products (CA)	ASA
AR	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
CA	Drake Controls - West (Buena Park)	Distributor / ATC / AISF / RER (Solenoids)
	Elliott Company / Fairfield Service Shop (Fairfield)	AISF
	Propulsion Controls Engingeering (San Diego)	AISF
	Western EPG Products (San Diego)	ASA
CO	Winn-Marion Barber (Centennial)	Distributor / AISF / RER
	Case M&I	RTR
CT	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
DE	Peaker Services (New Castle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
DC	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
FL	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
GA	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
HI	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ID (north)	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ID (south)	Winn-Marion Barber	Distributor / AISF / RER
IL	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
IN	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
IA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
KS	Drake Controls	Distributor / AISF / RER / RTR
KY (east)	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
KY (west)	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
LA	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ME	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MD	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MI	Peaker Services (Brighton)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
MN	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
MS	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
MO	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (St Louis)	AISF
MT	Winn-Marion Barber (Billings)	Distributor / AISF / RER
NE (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
NE (west)	Winn-Marion Barber	Distributor / AISF / RER
NV	Western EPG Products (CA)	ASA
NV (east)	Winn-Marion Barber	Distributor / AISF / RER
NV (west)	Drake Controls - West (CA)	Distributor / ATC / AISF / RER (Solenoids)
	Elliott Company / Fairfield Service Shop (CA)	AISF
	Propulsion Controls Engineering (CA)	AISF
NH	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NJ	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NM (southeast)	Drake Controls	Distributor / AISF / RER / RTR
NM (west/north)	Winn-Marion Barber	Distributor / AISF / RER
NY	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
NC	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
ND (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
ND (west)	Winn-Marion Barber	Distributor / AISF / RER
OH	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
	Fluid Mechanics (Cleveland)	Distributor (Diesel Fuel Systems)
OK	Drake Controls	Distributor / AISF / RER / RTR
OR	Governor Control Systems/GCS (Seattle)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
PA	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
RI	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
SC	Governor Control Systems/GCS (Fort Lauderdale)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
SD (east)	Peaker Services	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
	Diesel Fuel Injection Service (MO)	AISF
SD (west)	Winn-Marion Barber	Distributor / AISF / RER
TN (east)	Governor Control Systems/GCS (Norfolk)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr
TN (west)	Governor Control Systems/GCS (Mandeville)	Distributor / ATC / AISF / RER / RTR / Elec. Pwr



As a registered user of Schneider Electric Software packages listed below, you are receiving ongoing Support through our Priority Support Program.

Your Support Program expires shortly! You need to renew your membership to continue to receive the following benefits:

1. Priority Telephone Support
2. Access to your personal Web Site
3. Software Updates
4. Eligibility to upgrade software product at a discount

Renew your contract by:

- Contact your local Schneider Electric distributor
  MATTHEW SHERWOOD/(910) 762 2648/, GRAYBAR ELECTRIC USA

- Contact your local Schneider Electric sales representative
  ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

From: customer.services@us.schneider-electric.com
[mailto:customer.services@us.schneider-electric.com]
Sent: Thursday, August 08, 2013 6:23 AM
To: bheck@brunsco.net
Subject: Priority Support Program Renewal Notice (SE-2-281913)

SCHNEIDER ELECTRIC

Priority Support Program Renewal Notice

Please note: THIS IS A QUOTE

Invoice will follow after receipt of purchase order

North Andover, 8 August,2013

BJ HECK
BRUNSWICK COUNTY GOVERNMENT CENTER USA
250 GREY WATER ROAD
ATTN I & E SHOP
SUPPLY, NC 28462
USA

Dear Bj

As a registered user of Schneider Electric Software packages listed below, you are receiving ongoing Support through our Priority Support Program.

Your Support Program expires shortly! You need to renew your membership to continue to receive the following benefits:

1. Priority Telephone Support
2. Access to your personal Web Site
3. Software Updates
4. Eligibility to upgrade software product at a discount

Renew your contract by:
- Contact your local Schneider Electric distributor
MATTHEW SHERWOOD/(910) 762 2648/, GRAYBAR ELECTRIC USA

- Contact your local Schneider Electric sales representative
ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

Still need assistance?
Call 1-888-266-8705, option #3 to reach our Service & Support Administration.
We will help manage your inquiries.
http://eclipse.modicon.com

Contract #	Service Number	Description	Qty	Expiration Date	Price
A1AU004015	771BASICT	BASIC TEAM BRONZE SUPPORT	1	11/6/2013	$5150

Chuck Braun

From: Chuck Braun
Sent: Thursday, December 20, 2018 2:58 PM
To: Jacquie Morden
Subject: FW: IAD letter

FYI
Letter from Schnieder on PLC/Modicon for Graybar

Thank You,
Chuck Braun
Purchasing Manager
Brunswick County Public Utilities
910-253-2636
Chuck.Braun@brunswickcountync.gov

From: Barry Hunsicker <Barry.Hunsicker@graybar.com>
Sent: Thursday, December 20, 2018 2:34 PM
To: Chuck Braun <chuck.braun@brunswickcountync.gov>
Cc: Pat Hanley <Pat.Hanley@graybar.com>; Harold Chassereau <Hal.Chassereau@graybar.com>
Subject: IAD letter

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Chuck,

Please allow me to introduce myself. My name is Will Eatmon, and I am the Schneider Electric Industry Sales Executive. I understand that you are looking for some clarification around getting quotations on certain Schneider Electric products. The following outlines and clarifies our IAD program, authorization and the value and importance of buying from your local IAD.

We, at Schneider Electric, believe very strongly that customer satisfaction is our primary goal. Therefore, the IAD program is structured with local support and technical competencies in mind. The requirements for this program are designed not to limit our customers' access to purchase points but rather to build capability and competencies in our local market tailored to elevate our customers' access to on site post-sales support and technical resources. As such each IAD does have a designated geography where they have authorization to sell our Unity based PLCs, Industrial PCs, and certain software products. If a distributor in that geography has not completed the required training, certification, and dedicated the required technical resources they cannot attain the IAD authorization. Therefore, that channel does not have access to sell the aforementioned products in their service geography. If a distributor does choose to meet the requirements of the program then they will gain access to those components. This program is also structured to drive local resources and fast access for our customers to any needed highly technical resources. To that point, we have very strict rules that prevent IAD channel members from selling those authorized products outside of their designated service area. Of course, we also have significant penalties for those channel members who break those rules. Again, all of this is driven around improving the customer's overall system life cycle experience and not just the transactional experience.

Graybar is currently the only IAD distributor in your geographical service area. As such, they are the most equipped and experienced channel to support you as you move through design, procurement, execution, and long-term maintenance of your system. Any warranty issues that may arise can and will be easily handled by Graybar. Our local IADs have their own sales operations, technical engineering staff, and account management available to assist you at a moment's notice with the full backing of Schneider Electric.

If I can assist you in any way please do not hesitate to reach out to me.

Thanks,
Will

Will Eatmon
Industry Sales Executive
Sales
Industry Business
Schneider Electric
M: 919-631-7834
1-888-778-2733
will.eatmon@schneider-electric.com
8001 Knightdale Blvd
Knightdale, NC 27545
United States
*Please consider the environment before printing this e-mail

Unity Pro

Program Languages and Structure Reference Manual

07/2011

35006144.10

www.schneider-electric.com

Schneider Electric

From: customer.services@us.schneider-electric.com
[mailto:customer.services@us.schneider-electric.com]
Sent: Thursday, August 08, 2013 6:23 AM
To: bheck@brunsco.net
Subject: Priority Support Program Renewal Notice (SE-2-281913)

SCHNEIDER ELECTRIC

Priority Support Program Renewal Notice

Please note: THIS IS A QUOTE

Invoice will follow after receipt of purchase order

North Andover, 8 August,2013

BJ HECK
BRUNSWICK COUNTY GOVERNMENT CENTER USA
250 GREY WATER ROAD
ATTN I & E SHOP
SUPPLY, NC 28462
USA
Dear BJ

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1. Priority Telephone Support
2. Access to your personal Web Site
3. Software Updates
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Renew your contract by:
- Contact your local Schneider Electric distributor
MATTHEW SHERWOOD/(910) 762 2648/, GRAYBAR ELECTRIC USA

- Contact your local Schneider Electric sales representative
ROGER MANUS/(704) 571-6025/, CHARLOTTE NC

Still need assistance?
Call 1-888-266-8705, option #3 to reach our Service & Support Administration.
We will help manage your inquiries.
http://eclipse.modicon.com

Contract #	Service Number	Description	Qty	Expiration Date	Price

Jacquie Morden

From: Jeremy Sexton
Sent: Wednesday, July 20, 2016 10:09 AM
To: Jacquie Morden
Subject: FW: SIRR Order Confirmation from hach.com
Attachments: 51246597548.pdf

Jacquie,

Our lab equipment is made by Hach and certain tests require the use of reagent that can only be purchased through Hach. These test include Monochloromine, iron, and phosphate. Will you please draw up a blanket PO for these items? Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

E-Mail - jeremy.sexton@brunswickcountync.gov
910-253-2488 Office
910-477-0918 Cell
910-457-9185 Fax

From: noreply@hach.com [mailto:noreply@hach.com]
Sent: Wednesday, July 20, 2016 10:03 AM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: SIRR Order Confirmation from hach.com

Hello Jeremy Sexton,

Thank you for scheduling an order at hach com! Your Scheduled Inventory Reagent Replacement (SIRR) order details are attached. We appreciate your business and are scheduling your future orders now. We will send you an email notification when each order is ready to be shipped. Please don't hesitate to call if you need assistance at any time. Thank you for choosing Hach, your source for expert answers, outstanding support, and reliable, easy-to-use products.

Sincerely,

Hach Customer Service

Hach | 800-227-4224

Jacquie Morden

From: Glenn Walker
Sent: Wednesday, July 19, 2017 10:14 AM
To: Jacquie Morden
Cc: Kadlecek, Kris (kkadlece@hach.com); Billy Benton
Subject: RE: Hach blanket PO

Hey Jacquie,
Yes Hach reagents are the only reagents we can use in our sampling analysis that use Hach instruments which are most of our samples.

Glenn Walker
BCPU Water Resources Manager
glenn.walker@brunswickcountync.gov
910-371-3490

From: Jacquie Morden
Sent: Wednesday, July 19, 2017 10:09 AM
To: Glenn Walker <Glenn.Walker@brunswickcountync.gov>
Subject: Hach blanket PO

Glenn,
I spoke with finance about the blanket PO for Hach. I explained that I had called the vendor several times for the sole source letter but they have not responded.
If you will email me that Hach is the only chemicals/reagents that can be used in your lab equipment, finance will accept that in place of having the letter from Hach.
I think this is poor customer service on the part of Hach.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

Jacquie Morden

From: Jeremy Sexton
Sent: Friday, July 28, 2017 3:28 PM
To: Jacquie Morden
Subject: RE: Quote Confirmation from hach.com

We have standardized all process pH controls at 211 and NW to the Hach sc200 controller. These controllers not only run pH probes but can run many other pieces of equipment that we currently use or may use in the future.

Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Hwy 211 Ground Water Treatment Plant
4305 Southport-Supply Hwy SE
Southport, NC 28461

EMail - jeremy.sexton@brunswickcountync.gov
910-253-2488 Office
910-477-0918 Cell
910-457-9183 Fax

From: Jacquie Morden
Sent: Friday, July 28, 2017 1:47 PM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: RE: Quote Confirmation from hach.com

Is Hach for the sole vendor for the probes and controllers? If so, please explain.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

From: Jeremy Sexton
Sent: Wednesday, July 26, 2017 10:03 AM
To: Jacquie Morden <Jacquie.Morden@brunswickcountync.gov>
Subject: FW: Quote Confirmation from hach.com

Jacquie,
Please find attached quote for pH probes and controllers. These are for the clearwells to allow us to run the clearwells in any configuration. Please code to R&M instrumentation.
Thank you,

Jeremy Sexton

Water Resources Superintendent
Brunswick County Public Utilities
Phone 910-253-2000
1500 Southport Supply Road
Southport, NC 28461

E-Mail: jeremy.sexton@brunswickcountync.gov
Office 910-253-2000
Office 910-457-0085
Cell 910-457-0855

From: noreply@www.hach.com [mailto:noreply@www.hach.com]
Sent: Wednesday, July 26, 2017 10:00 AM
To: Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>
Subject: Quote Confirmation from hach.com

Hello Jeremy Sexton,

Thank you for visiting hach.com. Your quote details are attached. If you have requested contact from a Hach associate or pricing for unpriced product, a Hach product expert will be in touch with you within one business day to assist in solving your water quality needs.

Thank you for choosing Hach, your source for expert answers, outstanding support, and reliable, easy-to-use products.

Sincerely,

Hach Quote Team

800-227 4224 | quotes@hach.com

Company Overview

Harold Beck & Sons, Inc. designs, manufactures, and sells rotary actuators, linear actuators, and installation accessories for industrial control damper and valve actuation in the United States and internationally. Its products include rotary damper drives and actuators, compact rotary actuators, quarter-turn rotary valve actuators, compact rotary valve actuators, long stroke linear actuators, linear valve actuators, and replacement-retrofit kits. The company offers installation accessories, such as linkage kits, valve mounting hardware, mounting pedestals, and crank arm extensions/reducers. Its application services include troubleshooting, link-assist service, product demonstrations, applic...

Detailed Description

11 Terry Drive
Newtown, PA 18940

United States

Founded in **1936**

Phone:

215-968-4600

Fax:

215-860-6383

www.haroldbeck.com

Medora Corporation
GridBee SolarBee
Main Office & Service Center
224 Highway 22 Dickinson, ND 58601

October 17, 2017

Ms. Jacquie Morden
Brunswick County Public Utilities
250 Grey Water Road
Supply, NC 28422

To Whom It May Concern:

This letter verifies that

Heritage Water Systems, Inc.
3125 Kathleen Ave, Ste 299
Greensboro, NC 27408

is the only authorized Distributor in the state of North Carolina that is authorized to sell GridBee Model AP500 manufactured by Medora Corporation.

Heritage Water Systems, Inc. has received factory training for SolarBee / GridBee products and is an excellent resource for information and project assistance in the application of Medora equipment.

Please feel free to contact us with any questions or if you need additional information.

Sincerely,

Willard Tormaschy
Corporate Secretary

KAYLA REISS
NOTARY PUBLIC, STATE OF NORTH DAKOTA
MY COMMISSION EXPIRES FEB 21, 2023

(Notary Seal)

The above individual signed this letter in my presence on October 17, 2017. Attested to by Kayla Reiss, Notary Public, Stark County, State of North Dakota.

APPLICATION

Aeration/Biological/Clarification (Envirex Products)

Remove refinement

STATE/PROVINCE

NC

Remove refinement

FIND YOUR LOCAL MANUFACTURERS' REPRESENTATIVE

Evoqua products are represented by the leading experts in your region.

Firm:
Heyward Incorporated (NC)

Address:
2101 Cambridge Beltway Dr.
Charlotte, NC 28273

Phone:
704-583-2305

Email Address:
info@heyward.net

Website:
http://www.heyward.net/

FLUID ENGINEERING, INC.

Heyward Incorporated is proud to announce our representation of Fluid Engineering, Inc. of Erie, PA.

Fluid Engineering, Inc. manufactures Automatic Self-Cleaning Strainer/Filtration Systems; Simplex, Duplex, and Conical Strainers; and Custom Skid Strainer Packages. Industries served include power generation, F.G.D. Systems, Natural Gas Power Plants, pulp/paper, and water and wastewater treatment for both Municipal and Industrial market sectors, just to name a few.

Products

- Eliminator Automatic Self-Cleaning Strainer
- Hyper-Jet Automatic Self-Cleaning Strainer
- Automatic Slurry Strainer/Mixer with Scraper
- High Performance Slurry Duplex Strainer
- Simplex Strainers
- Static Gravity Strainers
- Conical Strainers
- Basket Strainers
- Y-Strainers
- Single and Multi-Bag Bag Filters
- "S" Basket Strainers

Heyward
Since 1908 INCORPORATED

Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
704.583.2305
www.heyward.net

Fluid Engineering
A Division of TM Industrial Supply, Inc.

Fluid Engineering, Inc.
1432 Walnut Street
Erie, PA 16502
814.453.5014
www.fluideng.com

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Market Segment specified

Brand: **Aur Layne/Verti-Line** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: NC *ZIP*: **28422**

Search Results 1 Distributor(s) found

Please choose one of the following distributor(s):

Heyward, Inc.
2101-A Cambridge Beltway Dr.
Charlotte, NC 28273

PHONE: (704) 583-2305
FAX: (704) 583-2900
Email: info@heyward.net

Search by Zip Code...

Select a Market: Municipal

Enter ZipCode: 28422 Continue

Start a new search

Layne/Verti-Line Pump

Copyright © 2006 The Pentair Pump Group - All Rights Reserved

Blue-White
Industries, Ltd.

To Whom It May Concern:

Heyward based in Charlotte, NC is the exclusive Municipal Representative for Blue-White Industries Pro-Series M peristaltic metering pump.

Heyward has been extended exclusivity for the promotion and sale of the Pro-Series M product line within the states of North Carolina and South Carolina.

Cordially,

David Koch

David Koch
Director of Sale

WEDECO

a xylem brand

Contact Center

Find your WEDECO representative nearby:

(•) UV

( ) Ozone

Enter your zip code:

28451

search now

Your local representative for WEDECO UV systems in 28451 Leland

Heyward Incorporated
2101-A Cambridge Beltway Drive
28273 Charlotte (NC)

Jeannie Sanders
leads@heyward.net

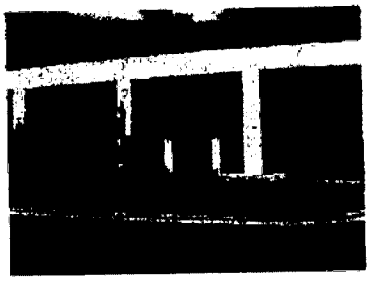
Phone: 704 583-2305
Fax: 704 583-2900

District Manager:
Kevin Flis
Kevin.Flis@xyleminc.com

USA - XYLEM WATER SOLUTIONS
WEDECO, a Xylem Brand
14125 South Bridge Circle
28273 Charlotte, NC
USA

Tel.: 704-409-9700
Fax: 704-295-9080

Contact form



You are not located in the United States?

Get the right contact in your country. **More...**

Browse our international website. **More...**

© Xylem Water Solutions. • 14125 South Bridge Circle • 28273 Charlotte, NC • USA
Tel.: 704-409-9700 • Fax: 704-295-9080 • www.wedeco.com • wedecoleads@wedecousleads.com

YSI Incorporated
1725 Brannum Lane, Yellow Springs, OH 45387
Tel +1.937.767.7241 Fax +1.937.767.9353

May 24th, 2018

To whom it may concern,

Heyward-Charlotte, Inc. is the exclusive Xylem Analytics Representative in municipal wastewater, industrial wastewater, and municipal drinking water markets within the geographical areas of North Carolina and South Carolina for the following products.

Products	Affiliated Company
YSI Process Monitors IQ SensorNet	YSI Corporation
YSI Water Quality Systems Products (WQS)	YSI Corporation
Royce Technologies Monitoring and Control Instruments	OI Corporation
OI Process TOC Analyzers (9210e, 9210p)	OI Corporation
OI Process CN Analyzers (9310)	OI Corporation
WTW Drinking Water Online Monitoring Instruments	WTW
WTW Online Trescon® Analyzers	WTW

Heyward, Inc.'s corporate contact information follows:

Heyward Incorporated
2101-A Cambridge Beltway Drive
Charlotte, NC 28273
Phone: 704-583-2305
Fax: 704-583-2900

Feel free to contact me with any questions.

Best regards,

David Fraley

David Fraley
Regional Sales Manager
Xylem Analytics
937-269-4727
dfraley@Xyleminc.com

Jacquie Morden

From: Doug Kreis <dougkreis@the419group.com>
Sent: Tuesday, October 08, 2013 11:35 AM
To: jmorden@brunsco.net
Cc: chadsmalley@the419group.com
Subject: Homa Pumps

Good Morning Jackie. It was nice catching up with earlier this AM. I forgot we have been set up as a vendor with Brunswick, but we have received any PO's in about two years. Are we still showing up in your system?

We are the engineered sales distributor for HOMA Pumps in The Carolinas and Virginia.

Please let me know if you have any questions. Chad Smalley my business partner does all of the invoicing if you have any questions.

Doug Kreis
The 419 Group, llc

P: 843.957.8612
F: 866.370.2520

www.The419Group.com

ISO 9001:2008 CERTIFIED

March 4, 2015

Brunswick County Utilities
3954 Clear Well Drive NE
Leland, NC 28451

Please accept this letter as confirmation that IDEXX Distribution, Inc. (FEIN # 35-2186625) is a wholly owned subsidiary of IDEXX Laboratories, Inc. and is the ***sole supplier*** of the following products to the Water Market:

Product	**Sole Manufacturer**	**Sole Supplier in US Water Testing Market**
Colilert* reagent	Yes	Yes
Colilert* Comparator	Yes	Yes
Colilert*-18 reagent	Yes	Yes
Colisure* reagent	Yes	Yes
Enterolert* reagent	Yes	Yes
IDEXX Vessel	Yes	Yes
Quanti-Tray* Sealer	Yes	Yes
Quanti-Tray*	Yes	Yes
All Colilert* Starter Kits	Yes	Yes
All 20-pack, 100-pack, and 200-pack Combo Packs	Yes	Yes
IDEXX-QC		Yes
Colilert* Quanti-Cult™ QC kit	Yes	Yes
SimPlate* for HPC test kit	Yes	Yes
Filta-Max* Automatic Wash Station	Yes	Yes

Please note that IDEXX Distribution, Inc. was formed as a wholly owned subsidiary of IDEXX Laboratories, Inc. because our shipping location moved from Westbrook, Maine to Memphis, Tennessee.

I hope this information is of assistance. If you have any questions, please call Christina Lee at 1-800-321-0207

Sincerely,

Christina Lee

Christina Lee
IDEXX Water Division

*Colilert, Colilert-18, Colisure, Enterolert, Quanti-Tray, SimPlate, IDEXX-QC and Filta-Max are trademarks or registered trademarks of IDEXX Laboratories, Inc. or its affiliates in the United States and/or other countries.

Jacquie Morden

From: Dixon Medlin
Sent: Tuesday, May 31, 2016 1:39 PM
To: Jacquie Morden
Cc: Donald Dixon
Subject: Polymer at WBR

Jacquie,

We have done testing from both Amer-Chem and Industrial Solutions on different types of polymer in our gravity belt thickener process. Industrial Solution product works better and is more cost effective at this time.

Thanks,

Dixon Medlin
Chief Utility Plant Operator
West Brunswick Regional
Reclamation Facilty
E-Mail –dixon.medlin@brunswickcountync.gov
Office- 910-755-7921
Cell - 910-599-3165
Fax- 910-755-7921

Badger Meter

4545 West Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414 355-0400 800-876-3837
www.badgermeter.com

December 8, 2016

Mr. Chuck Braun, Purchasing Manager
Brunswick County Public Utilities
P.O. Box 249
Bolivia, NC 28422

SUBJECT: Authorized Dynasonics Representative in the Carolinas

Dear Mr. Braun:

The purpose of this letter is to confirm that the J.S. Dismuke Co., Inc. of Johns Island, SC is the sole authorized representative of the Dynasonics brand (part of the Badger Meter, Inc. family) of ultrasonic transit-time and Doppler flowmeters for the Water/Wastewater Market in North Carolina and South Carolina.

If you have any questions regarding this, please contact me.

Sincerely,

Eddie Wentz
Southeast Region Regional Sales Manager
Badger Meter, Inc.

Ph: 414-573-7410
Email: ewentz@badgermeter.com

Brunswick County Public Utilities
P.O. Box 249
Bolivia, N.C. 28422

Hello,

Krohne is the sole manufacturer/ distributor of the Krohne Tidalflux magnetic flow meter for partially filled pipelines. Any Tidalflux that is sold will be manufactured and shipped from our Krohne factory in The Netherlands.

Joe Godfrey
KROHNE, INC.
Inside Sales Engineer
978-535-6060 ext. 1113
j.godfrey@krohne.com

KRÜGER

Kruger
4001 Weston Parkway
Cary, NC 27513

TELEPHONE 919-677-8310
FACSIMILE 919-677-0082

Prepared for: Northeast Brunswick WWTP

11/26/2018

Attention: **Randy Bumgarner**

Kruger is the sole engineering design proprietor of the Kruger / Hydrotech system. All parts associated with the Kruger / Hydrotech system have been engineered based on Veolia Water Technologies, Inc. (dba Kruger) specifications and recommendations that include the following:

Kruger Actiflo® Equipment – including, but not limited to, mixers, microsand pumps, hydrocyclone systems, & lamellas

Kruger Curved Bar Screens

Kruger / Hydrotech Disc Filter Parts

Kruger Mixers

Kruger Inlet Distributors/Weir Gates and Drive Components

HYDREX ™ products (polymers, microsand, coagulants, and specialty chemicals)

Kruger Rotor Drive Systems

Kruger Ditch Aluminum Decking

Kruger Proprietary Software/Programming for SCADA and PLC on Kruger Installations

Pricing: *Kruger to provide a 15% OEM Discount on Kruger list pricing to include all part associated with the above listed items. The corresponding discount will be applied at the time of quote and reflect on the associated invoice.*

Shipping: *Shipping is subject to change and standard shipping charges will apply. An option to overnight will be available for all applicable parts.*

If you have any questions or concerns, please feel free to contact me.
Thank you,

PLEASE NOTE:
This Letter is valid through
December 31, 2018.

Tony Cook
Customer Solutions Manager - Southeast USA Region, Kruger
VEOLIA WATER TECHNOLOGIES
office : +1 919 653-4557 / cell : +1 919 931-9044 / fax : +1 919 661-4568
Kruger / 1500 Garner Road, Suite C / Raleigh, NC 27610 / USA

VEOLIA
WATER
Solutions & Technologies

LAKESIDE EQUIPMENT CORPORATION



75 Years of Quality Service

Since 1928 Lakeside has been dedicated to providing processes and equipment to help design and construct reliable, efficient, cost-effective solutions to large and small municipal and industrial wastewater problems. Located in the suburbs of Chicago, Lakeside is an employee owned company. When you talk to an application engineer at Lakeside, you are talking to an owner, not simply an employee. The Lakeside engineer knows each and all of Lakeside's products.

Lakeside offers a wide range of equipment and systems for all stages of wastewater treatment from influent through discharge. Products include:

AERATION	CLARIFICATION
CLR Process E.A. Aerotor Plant Magna Rotors Rotor Covers	Spiraflo Clarifier Spiravac Clarifier Full Surface Skimmer Tertiary
SCREENING	**GRIT COLLECTION**
Raptor Fine Screen Raptor Micro Strainer Raptor Wedge Section Screen Raptor Wash Press Hy-Tec Screen Hydraulic Trash Rack Cleaners Cable Trash Rack Cleaners	In-Line Grit Collector Aeroductor Coanda Grit Treatment Systems Complete Plant Model L Grit Classifier SpiraGrit
Screw Pumps	**SPECIAL**
Open Screw Pumps Enclosed Screw Pumps	Series Clarification Trickling Filters

Lakeside Equipment Corporation
1022 E. Devon Avenue
P.O. Box 8448

Landia

ENGINEERED TO LAST

Landia, Inc.
111 Triangle Trade Drive
Cary, North Carolina 27513
Phone: 919-466-0603
Fax: 919-760-1666
Email: info@landiainc.com
Website: www.landiainc.com

January 30, 2018

Mr. Tim Webb
Brunswick County Utilities
P.O. Box 249
Bolivia, NC 28422

Subject: Landia Equipment

Mr. Webb:

Please use this letter as confirmation that Landia, Inc., located in Cary, NC, is the sole source for replacement units and parts for Landia mixers and pumps located in the U.S., as well as their service and repair. Landia manufactures the highest quality submersible mixers, chopper pumps, and aerators available.

If you have any questions, please don't hesitate to contact us. Thank you again.

Best regards,

Landia, Inc.

Kenneth E. Jacobs Jr.

Kenneth E. Jacobs Jr.
Service Manager

AURORA
Pentair Water

Distributor Locator - Domestic (USA)

Locate distributors by zipcode

Market Segment specified

Brand: **Aurora Pump**

Market: **Municipal**

Location specified

County: **Brunswick (37019)**

State: **North Carolina (NC)**

Search Results

2 Distributor(s) found

Please choose one of the following distributor(s):

Mechanical Equipment Co., Inc.
P.O. Box 689
Matthews, NC 28106

PHONE: 704-847-2100
FAX: 704-847-2349
Email: sharmon@mechequip.com

Mechanical Equipment Co., Inc.
5711 Six Forks Road
Suite 106
Raleigh, NC 27609

PHONE: 704-847-2100
FAX: 919-844-2030
Email: bmccollum@mechequip.com

Search by State and County...

Select a Market: Municipal

Select your State: North Carolina

Select your County: Brunswick | Continue

Start a new search

North Carolina

Christian Anderson – Territory Sales Manager
1100 SW 38th Avenue
Ocala, FL 34474
336-337-6538
christian.anderson@us.elster.com

Customer Service Representative:

Bonnie Screws
866-896-8858
bonnie.screws@us.elster.com

Business Partner:

Miller Supply Company
1628 S. Main Street
Laurinburg, NC 28352
910-276-7820
millersupplyco@bellsouth.net
http://www.millersupplywaterworks.com/

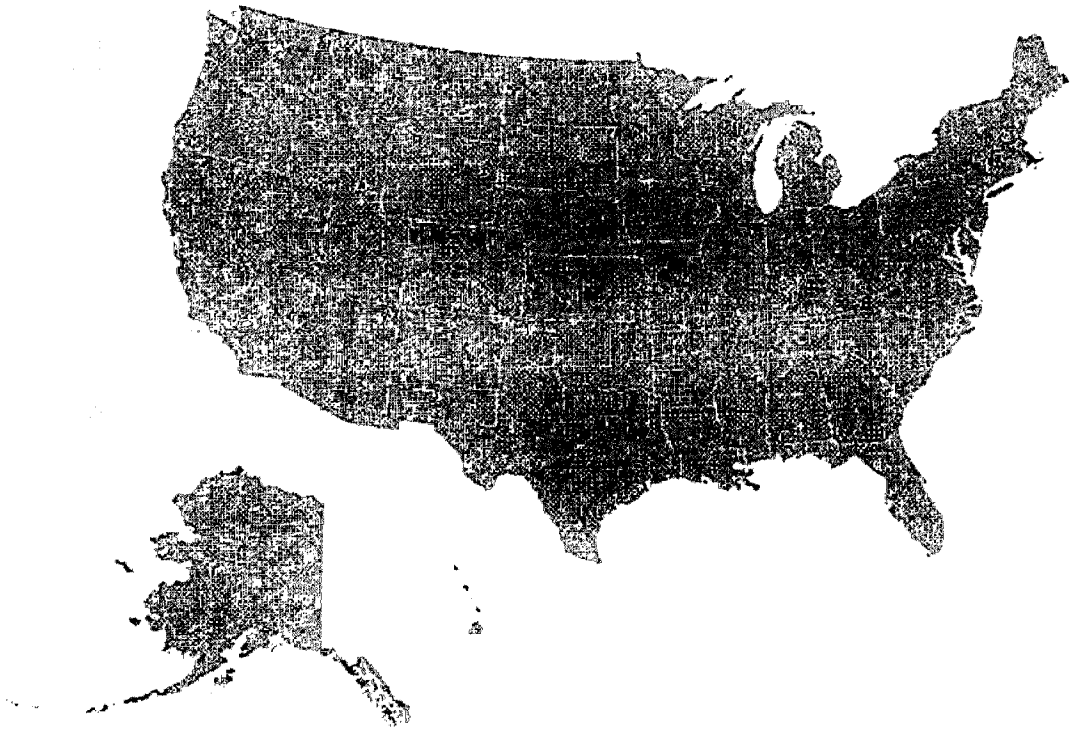
It appears you are using an **outdated version of Internet Explorer**. This may cause some features not to work correctly.
If you have the option, please upgrade your browser (http://browsehappy.com/) to improve your browsing experience.

(1)

SALES

To locate your Mueller sales representative, please click on the map below.

North Carolina



Back to continents map

FILTER BY ZIP CODE (US ONLY)

Zip Code

28422 | Under 200 Miles | Search

DISTRIBUTORS UNDER 200 MILES OF 28422

FORTILINE WATERWORKS

Distance: 19 Mile(s)
3321 U. S. HIGHWAY 421 NORTH
WILMINGTON, North Carolina 28401
Ph: 704.788.9800 (tel:7047889800)

HD SUPPLY WATERWORKS

Distance: 26 Mile(s)
6501 AMSTERDAM WAY
WILMINGTON, North Carolina 28405
Ph: 910.791.4148 (tel:9107914148)
Toll Free: 800.829.5131 (tel:8008295131)

HD SUPPLY WATERWORKS

Distance: 51 Mile(s)
3005 Fred Nash Blvd.
MYRTLE BEACH, South Carolina 29577
Ph: 843.293.2021 (tel:8432932021)

FORTILINE WATERWORKS

Distance: 52 Mile(s)
1090-B TIDEWATER DRIVE
MYRTLE BEACH, South Carolina 29579
Ph: 843.399.4443 (tel:8433994443)
Toll Free: 800.344.0924 (tel:8003440924)

FORTILINE WATERWORKS

Distance: 80 Mile(s)
324 EAST MOUNTAIN DR.
FAYETTEVILLE, North Carolina 28306
Ph: 910.425.8100 (tel:9104258100)

WATERWORKS SUPPLY OF NC

Distance: 80 Mile(s)
902 EASTERN BLVD.
FAYETTEVILLE, North Carolina 28306
Ph: 910.485.2221 (tel:9104852221)

HD SUPPLY WATERWORKS 550

Distance: 93 Mile(s)
1118 INTERSTATE BLVD.
FLORENCE, South Carolina 29501
Ph: 843.662.7068 (tel:8436627068)

FORTILINE WATERWORKS

Distance: 114 Mile(s)
3223 HAWKINS AVE.
SANFORD, North Carolina 27330
Ph: 919.777.5454 (tel:9197775454)
Toll Free: 800.274.3226 (tel:8002743226)

FORTILINE WATERWORKS

Distance: 119 Mile(s)
31 RUPERT ROAD
RALEIGH, North Carolina 27603
Ph: 919.779.7266 (tel:9197797266)

WATERWORKS SUPPLY OF NC

Distance: 119 Mile(s)
1420 B. DIGGS DR.
RALEIGH, North Carolina 27603
Ph: 919.833.4114 (tel:9198334114)
Toll Free: 800.348.8793 (tel:8003488793)

HD SUPPLY WATERWORKS

Distance: 124 Mile(s)
915 OSWEGO RD.
SUMTER, South Carolina 29153
Ph: 803.775.8341 (tel:8037758341)
Toll Free: 800.829.5160 (tel:8008295160)

FORTILINE WATERWORKS

Distance: 129 Mile(s)
5750 BROAD ST. EXT HWY 378
SUMTER, South Carolina 29154
Ph: 888.327.0433 (tel:8883270433)

FORTILINE WATERWORKS

Distance: 135 Mile(s)
4301 Arco Lane
N. Charleston, South Carolina 29418
Ph: 843.614.6186 (tel:8436146186)

FORTILINE WATERWORKS

Distance: 159 Mile(s)
120 SHORECREST ROAD
COLUMBIA, South Carolina 29209
Ph: 803.783.5511 (tel:8037835511)

HD SUPPLY WATERWORKS

Distance: 168 Mile(s)
914 CHRIS DRIVE
WEST COLUMBIA, South Carolina 29169
Ph: 803.794.0902 (tel:8037940902)

HD SUPPLY WATERWORKS

Distance: 171 Mile(s)
901 CRAFTERS LANE
PINEVILLE, North Carolina 28134
Ph: 704.394.5305 (tel:7043945305)
Toll Free: 800.829.5171 (tel:8008295171)

HD SUPPLY WATERWORKS

Distance: 173 Mile(s)
10000 METROMONT INDUSTRIAL BLVD.
CHARLOTTE, North Carolina 28289
Ph: 704.596.4080 (tel:7045964080)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
307 S. REGIONAL ROAD
GREENSBORO, North Carolina 27409
Ph: 336.605.1919 (tel:3366051919)

HD SUPPLY WATERWORKS

Distance: 174 Mile(s)
6344 Burnt Poplar Road
GREENSBORO, North Carolina 27409
Ph: 336.668.2511 (tel:3366682511)
Toll Free: 800.829.5148 (tel:8008295148)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
1210 RED RIVER RD
ROCK HILL, South Carolina 29730
Ph: 803.985.8888 (tel:8039858888)

FORTILINE WATERWORKS

Distance: 174 Mile(s)
7325 OLD STATESVILLE RD.
CHARLOTTE, North Carolina 28269
Ph: 704.921.3004 (tel:7049213004)

Morex, Inc. export only

Distance: 175 Mile(s) Service Asia-middle East
1609 Crossbeam Drive
Charlotte 28217
Ph: 704-423-0102 (tel:7044230102)

Morex, Inc.

Distance: 175 Mile(s)
1609 Crossbeam Drive
Charlotte 28217
Ph: 704-423-0102 (tel:7044230102)

FORTILINE WATERWORKS

Distance: 177 Mile(s)
719 INDUSTRIAL DR.
LEXINGTON, South Carolina 29072
Ph: 803.359.7831 (tel:8033597831)

Morex, Inc.

Your Reliable Source For Engineered Products

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Morex, Inc., is a full service manufacturer representative company for heating, ventilating, air conditioning (HVAC), fire fighting products and industrial equipment.

Morex, Inc.'s expertise is in international marketing and its service area the Middle East region. For over 26 years we have been supplying the Middle East and have built an excellent relationship with our customers in that region. Morex, Inc. has been chosen by industry leaders to market their products.

Our commitment is to supply the best engineered products in the industry. Our goal is to continuously expand our market coverage while maintaining the quality of service we provide our suppliers and customers. Our facilities and staff of multilingual professionals, together with our affiliated offices and agents in the Middle East, maintain our reputation as one of the leading companies in our field.

Thank you for visiting our website. We hope you find this site helpful as you browse our pages for the various products and services we offer.



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FERGUSON ENTERPRISES, INC.

Distance: 192 Mile(s)
221 INDUSTRIAL AVENUE
DANVILLE, Virginia 24543
Ph: 434.792.8221 (tel:4347928221)

MUELLER SALES REPRESENTATIVES

Derek Holley

Phone: 864.230.5497 (tel:8642305497)
Email: dholley@muellercompany.com (mailto:dholley@muellercompany.com)

Jeff Marr

Phone: 804.314.1014 (tel:8043141014)
Fax: 804.262.7686
Email: jmarr@muellercompany.com (mailto:jmarr@muellercompany.com)

Martin Topps

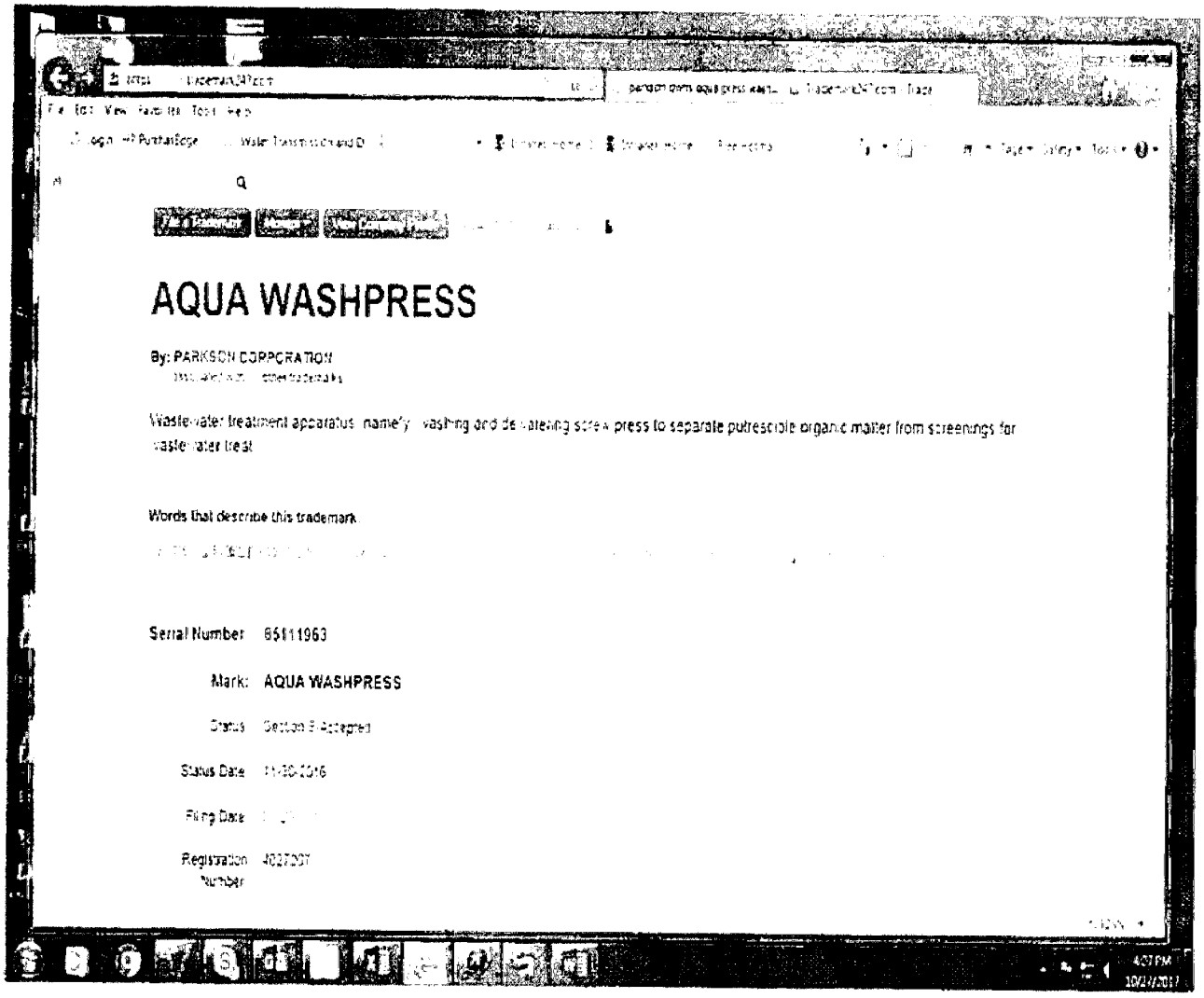
Phone: +44-7951 153920 (tel:447951153920)
Email: mtopps@muellercompany.com (mailto:mtopps@muellercompany.com)

Nathan Wiles

Phone: 336.229.4783 (tel:3362294783)
Fax: 336.229.4783
Email: nwiles@muellercompany.com (mailto:nwiles@muellercompany.com)

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Trademark/Patent Information (http://www.mwppat.com)



AQUA WASHPRESS

By: PARKSON CORPORATION

Waste-water treatment apparatus, namely, washing and de-watering screw press to separate putrescible organic matter from screenings for waste-water treat

Words that describe this trademark

Serial Number: 85111963

Mark: AQUA WASHPRESS

Status: Section 8 Accepted

Status Date: 11/30/2016

Filing Date:

Registration Number: 4027207

Screenings & Headworks

Screening benefits the process of wastewater, by-product and water treatment by removing troublesome and recognizable solids so they do not harm or damage downstream equipment and processes. Screening reduces operator workload by avoiding costly downtime of such items such as pumps, valves and other mechanical or process equipment.

Parkson offers a variety of in-channel and gravity fed rotating and static screens with a wide range of screen openings. We also offer screenings handling products such as conveying, washing and dewatering and when combined with a screen we offer a complete screening and screenings handling system.

auma®
Solutions for a world in motion

January 1, 2013

Subject: Representation/Service/Sales

To Whom It May Concern:

This letter acknowledges that **The Perkinson Company** of Charlotte NC is the exclusive Authorized Representative and Factory Authorized Service Representative for AUMA Actuators, Inc. in the states of North Carolina, South Carolina, Tennessee and Virginia (excluding the counties of Fairfax and Loudoun).

The Perkinson Company provides sales support, warranty and non-warranty service and repair in the above-mentioned states.

The Perkinson Company
P O Box 241428
Charlotte, NC 28224-1428
Phone: 704-525-8191
Fax: 704-527-6232

Sincerely,

Anthony L. Pecora
Vice President - Sales

Cc: Larry Stoltz – AUMA Regional Sales Manager
Garry Freiss – AUMA Service Manager

ABS Distributor and Service Center Locator

Click on the Location Name for details about the location.
The ⧗ icon next to the Location Name indicates Special Events at that Location.

Records 1 - 1 (1)

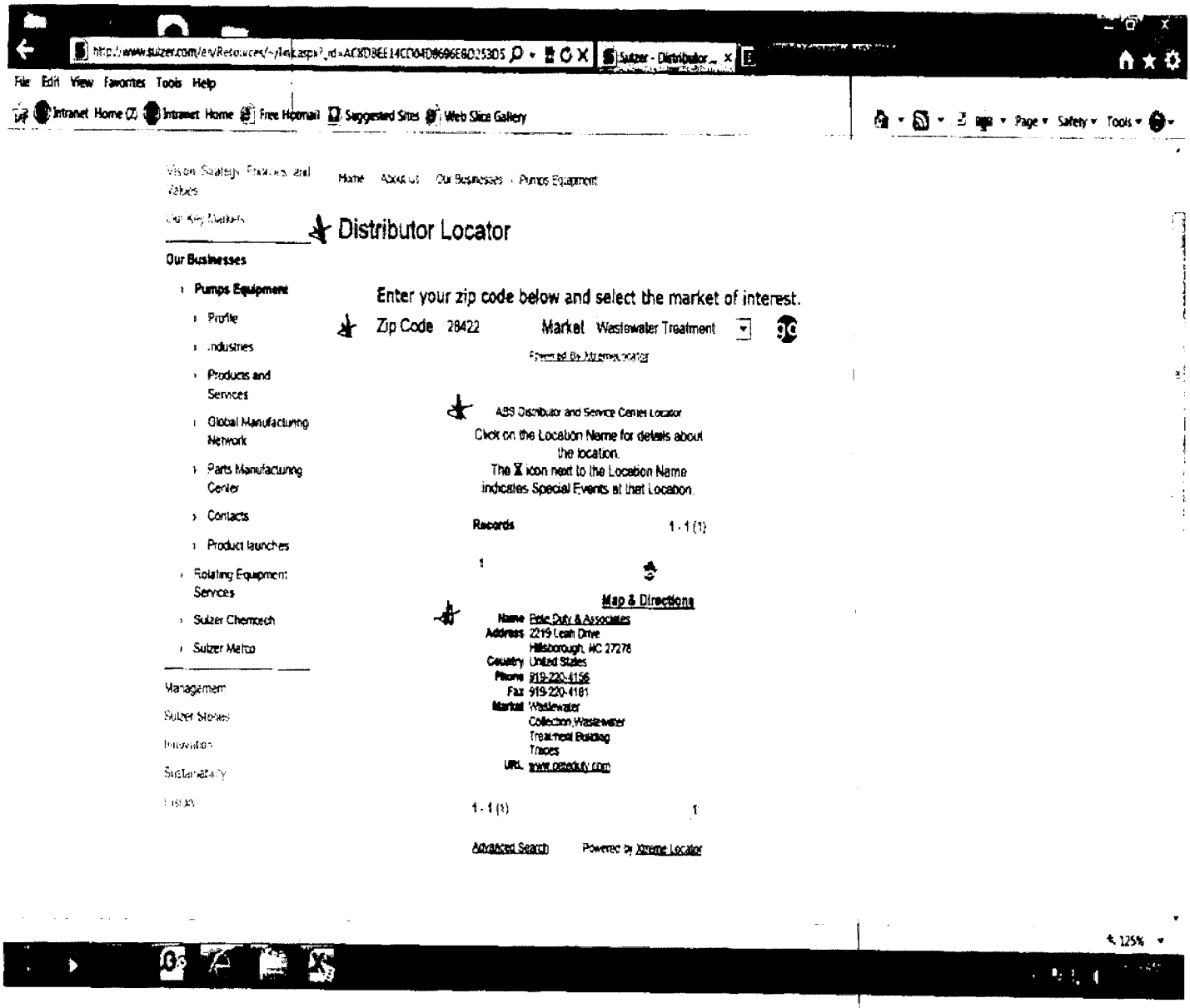
1 **Name** Pete Duty & Associates
Address 2219 Leah Drive
Hillsborough, NC 27278
Country United States
Phone 919-220-4156
Fax 919-220-4181
Market Wastewater Collection,Wastewater Treatment,Building Trades
URL www.peteduty.com

Map & Directions

1 - 1 (1) 1

Advanced Search

Powered by Xtreme Locator


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Suggested Sites
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Vision Strategy Practices and Values
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Pumps Equipment
Our Key Markets
Our Businesses
Pumps Equipment
Profile
Industries
Products and Services
Global Manufacturing Network
Parts Manufacturing Center
Contacts
Product launches
Rotating Equipment Services
Sulzer Chemtech
Sulzer Metco
Management
Sulzer Stories
Innovation
Sustainability
Distributor Locator
Enter your zip code below and select the market of interest.
Zip Code 28422
Market Wastewater Treatment
Powered by Xtreme Locator
ABS Distributor and Service Center Locator
Click on the Location Name for details about the location.
The X icon next to the Location Name indicates Special Events at that Location.
Records 1 - 1 (1)
1
Map & Directions
Name Pete Doty & Associates
Address 2219 Leah Drive
Hillsborough, NC 27278
Country United States
Phone 919-220-4156
Fax 919-220-4161
Market Wastewater
Collection,Wastewater
Treatment Building
Traces
URL www.petedoty.com
1 - 1 (1)
1
Advanced Search
Powered by Xtreme Locator
125%

July 11, 2017

To Whom It May Concern:

OmniSite sells exclusively through independent sales agents throughout North America. These sales agents are assigned an exclusive territory for our products. As such, Pete Duty & Associates, Inc., with offices located in North Carolina and South Carolina, is our sole source product supplier for the State of North Carolina and the State of South Carolina.

Sincerely,
Tom Ward
President
OMNISITE

High Tide TECHNOLOGIES

August 25, 2016

To Whom It May Concern,

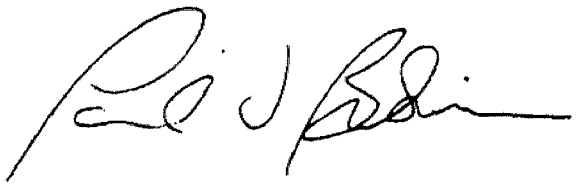
This letter is to inform you that Pete Duty & Associates is the exclusive distributor of High Tide Technologies (HTT) in the states of North Carolina & South Carolina.

HTT is a cloud-based SCADA company that enables our customers to monitor & control their systems from anywhere without spending a fortune. Our simple & secure solution uses field units, satellite, cellular or Ethernet communications, and the Internet to monitor and provide automatic control of our customers' systems.

HTT has over 50 distribution partnerships throughout North America, Central America, and South America.

If you have any questions or curiosities, please direct them to me.

Best regards,



Paul Balsom
Director of Marketing & Sales
High Tide Technologies
P: 615-256-6678
paul.balsom@htt.io

Chuck Braun

From: James Cook <jcook@ptupcorp.com>
Sent: Tuesday, July 23, 2013 10:23 AM
To: cbraun@brunsco.net
Cc: 'Bill Roach'
Subject: FW: Request from : Brunswick County Public Utilities, USA

Hi Chuck,

We just got your inquiry from Mala USA, Inc. Power-Tel Utility Products, Inc. (PTUP) is the Mala GPR dealer for the Southeast. The quote Bill Roach sent you is the retail price for the US. PTUP will support and train Brunswick County at no additional cost. Training is typically $1000 plus expenses from other vendors.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Jim Cook
PTUP
843-412-5301

From: Amber Onufer [mailto:aon@malags.com]
Sent: Tuesday, July 23, 2013 9:39 AM
To: jcook@ptupcorp.com
Subject: FW: Request from : Brunswick County Public Utilities, USA

Kindest regards,

Amber Onufer
Geologist/Senior Account Manager
MALA GeoScience USA, Inc.

Office: 843.852.5021 Ext. 5
Cell: 843.773.0737
Fax: 843.284.0684

From: Mattias Johansson [mailto:MJo@malags.se] **On Behalf Of** Sales
Sent: Tuesday, July 23, 2013 2:55 AM
To: Sales USA
Subject: VB: Request from : Brunswick County Public Utilities, USA

Från: sales@malags.com [mailto:sales@malags.com]
Skickat: den 22 juli 2013 21:25

Myers
Pentair Water

Distributor Locator - Domestic (USA)

Locate distributors by state and county

Locate distributors by state

Market Segment specified

Brand: **F.E. Myers** *Market*: **Municipal**

Location specified

City: **Bolivia** *County*: **Brunswick** *State*: **NC** *ZIP*: **28422**

Search Results **2 Distributor(s) found**

Please choose one of the following distributor(s):

PREFERRED SOURCES INC
1650A Mountain Road
Glen Allen, VA 23060
PHONE: 804-266-9280
FAX: 804-266-9282

PREFERRED SOURCES INC
930 Culp Road
Pineville, NC 28134-9470
PHONE: 704-504-3111
FAX: 704-504-3499

Search by Zip Code...

Select a Market: Municipal

Enter ZipCode: 28422

[Next] **New Search**

Raleigh Valve & Fitting Co.

Your Authorized Swagelok Sales and Service Center

919-878-8085 | info@Raleigh.swagelok.com | website

Raleigh Valve & Fitting Co.

- Products
- Services
- Industries
- Events
- **About Us**
  - Customer Feedback
  - Our Locations and Hours
  - Our Staff
  - Our Values

Print Send Page Link To Share

Sales and Service

Together, Charlotte Valve & Fitting Co., Raleigh Valve & Fitting Co., and Ridge Valve & Fitting Co. are your authorized sales and service representatives for Swagelok® fluid system solutions in North Carolina and Eastern Tennessee.

We strive to help your business grow by building lasting relationships through personalized service and support. We are one company with three offices located strategically throughout the region allowing us to share knowledge, support, inventory and purchasing between our three locations.



Charlotte Valve & Fitting Raleigh Valve & Fitting Ridge Valve & Fitting

Our goal is to help save you time. And our Swagelok® Custom Solutions capabilities do just that. Whether it's a single product or detailed assembly you need, our dedicated staff, facilities and equipment are here for you.

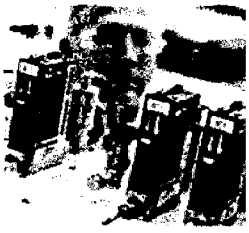
Maybe it's something else you're looking for. Our service offerings extend further than Swagelok Custom Solutions to:

- eBusiness
- Equipment Rentals
- Supply Chain Management
- Swagelok Energy Advisors
- Technology Trailer
- Training and Education

Whatever your need, we have the people onhand to provide a solution. Interested in talking to a member of our staff? Contact us today.

The whole staff at Charlotte Valve & Fitting Company is wonderful. Always helpful and very nice. Overall the top company I have had the pleasure to buy from. Thanks for all your help and support."

--Patrick Munn, Project Engineering Specialist



CUSTOM COMPONENTS
YOUR APPLICATION NEE



CONSISTENT SERVICE A
QUALITY ACROSS THE G

VISIT US ON

Chuck Braun

From: Billie Willis <billie1097@icloud.com>
Sent: Monday, January 30, 2017 1:42 PM
To: Chuck Braun
Subject: Dealer

We are the only dealer for Yanmar construction equipment in eastern Nc.
I hope this helps.
Thanks,
Billie

Dealer Locator

Search by dealer name, phone number or partial address

Searcl

Select product type.

Construction

Select country and region.

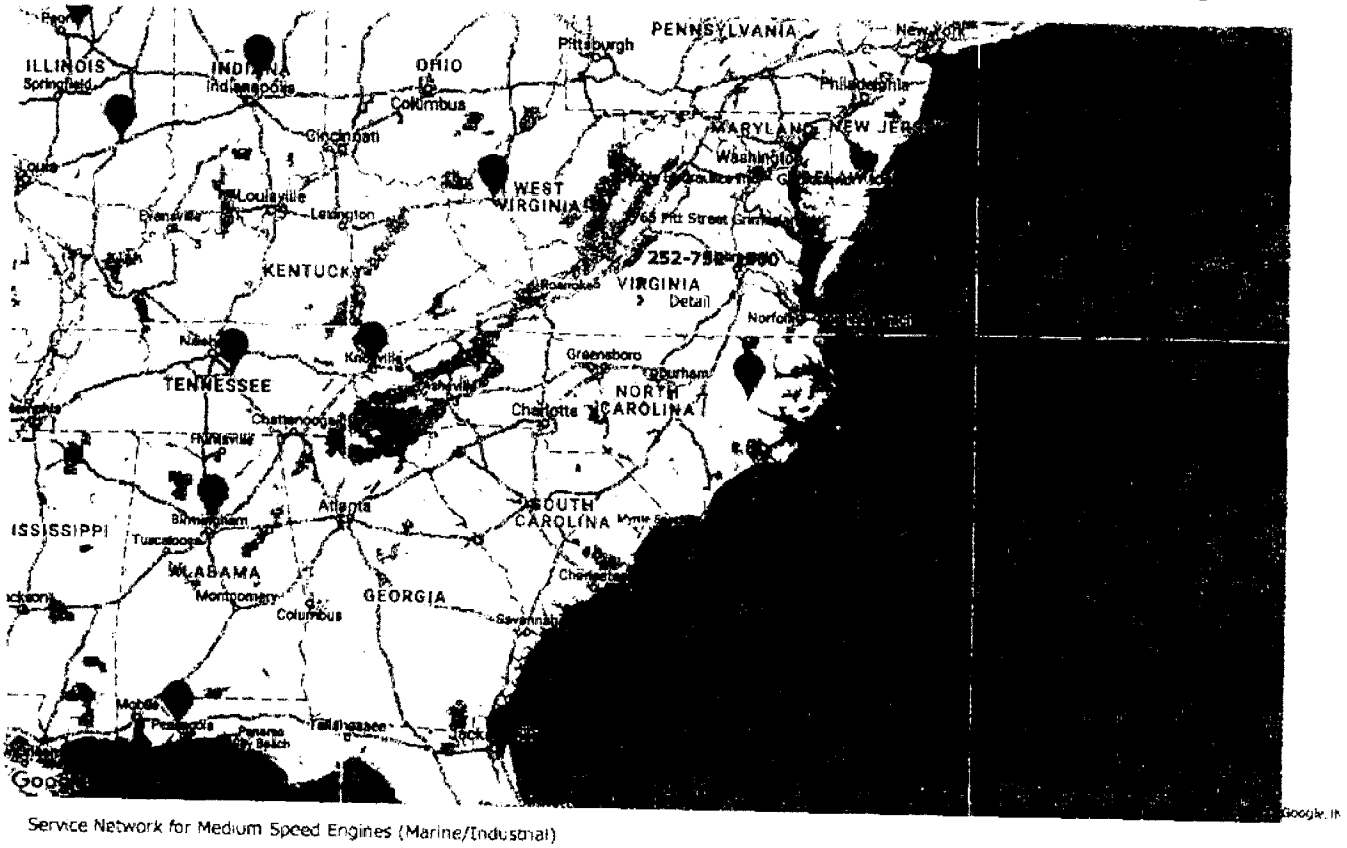
United States

All States

550 dealers found. Search from the map below or add more conditions.

Click the numbers on the map to zoom. Select the pin ( ) to see company information.

Show my locat



Service Network for Medium Speed Engines (Marine/Industrial)

ConstructionTechniques
INCORPORATED

February 21, 2017

Donald Dixon
Wastewater Superintendent
Brunswick County, NC

Re: RTC Southern, LLC
Certified Installer
Fabriform® Fabric Formed Concrete Revetments

Gentlemen,

Please be advised RTC Southern, LLC is the only certified installer of our Fabriform® products in the Carolina Region. RTC Southern, LLC is an experienced installer and has specialized in the installation of our products for the past 12 plus years with more than 7 Million square feet installed.

To the best of our knowledge the company and project personnel of RTC Southern, LLC have more than 50 years of combined experience in the successful installation of our Fabriform® products.

Very truly yours,

Construction Techniques Incorporated

B. J. Akers
President

15867 Snow Road, Suite 100
P.O. Box 42067
Cleveland, Ohio 44142 • USA

216.267.7310 / 800.563.5047
216.267.9310

fabriform@fabriform1.com
www.fabriform1.com

Schenck Process LLC
7901 NW 107th Terrace
Kansas City, MO 64153
Tel 800-821-2476
Fax 816-891-8306
www.schenckprocess.com

810 S. Old 75 Hwy., P.O. Box 205
Sabetha, KS 66534
Tel 800-225-2191
Fax 785-284-2191

746 E. Milwaukee Street
Whitewater, WI 53190
Tel 800-556-3184
Fax 262-473-2232

schenck process

To whom it may concern:

Schenck Process, LLC is the sole proprietor of controls on our equipment. We sell factory direct and do not sell to resellers.

Thank you,

Katy Ramaika | Aftermarket Sales Representative
Schenck Process LLC
746 E. Milwaukee St • Whitewater • WI 53190
Direct: 262-472-6447
Email: k.ramaika@schenckprocess.com

SIEMENS

August 9, 2013

To Whom It May Concern:

Beck Sales & Engineering Co. is the representative for Siemens Process Instrumentation products in **North** and **South Carolina** for the Municipal Market.

Siemens' selection of **Beck Sales & Engineering Co.** to handle the complete product line in the Municipal market is based on application and product knowledge, as well as customer support.

At Siemens, we continuously strive to provide our customers with the very best products, services and support. This same commitment is exhibited by our sales representative partners by providing the knowledge and experience to serve all your process instrumentation requirements.

Siemens products now offered and supported by **Beck Sales** include:

- ❒ Level Instrumentation
- ❒ Loop Controllers
- ❒ Process Recorders
- ❒ Pressure and Temperature Transmitters
- ❒ Liquid, Gas, and Solids Flow Meters
- ❒ Weighing and Feeding equipment
- ❒ Valve Positioners
- ❒ Pneumatics

If you have any questions or requests, please don't hesitate to call:

Beck Sales & Engineering Co.
10718 Carmel Commons Blvd.
Suite 250
Charlotte, NC 28226
Phone: 704-542-9329
FAX: 704-541-5711
www.becksls.com

As always, we at Siemens are also available to assist you in all areas of pre-sales and post-sales support, including product applications, technical support, field service and technical product training.

Best Regards,

Bob Lontoc
East Sales Manager for Siemens Process Instruments
Siemens Industry Inc.
4630 Woodland Corporate Blvd. Suite 150
Tampa, FL 33614
Phone: 813 345 6303
Fax: 678 566 1152
Email: bob.lontoc@siemens.com

P.S. To sign up for our quarterly customer newsletter, go to http://www.sea.siemens.com/ia/newsprod/inpinews.html and click on Process Instrumentation News registration page.

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT
SURFACE WATER TREATMENT
DIVISION

PO BOX 249
BOLIVIA, NC 28422
(910) 371-3490
(910) 371-5755 FAX

TO: Jacquie Morden

FROM: Glenn Walker, WTP Superintendent

DATE: February 20, 2015

SUBJECT: **SMS Enterprises, Sole Vendor Status**

In years past we have put the Sodium Chlorite contract out to bid but had very little response outside of our current vendor SMS Enterprises. This contract is not a typical bulk chemical supply contract as the vendor has to supply the equipment that also produces the desired end product, Chlorine-dioxide. This equipment is integrated into the existing facility and is a key component in the production of a disinfectant that is needed to ensure the drinking water is safe. If we went to bid as often as the other bulk chemicals no one would even bid on it as the mobilization of the equipment would make it cost prohibitive. That being said, I do keep tabs on what other facilities like ours have to pay for the base product sodium chlorite. Davidson County uses sodium chlorite with vendor supplied equipment and their current price is $0.90 per lb. Harnett County uses sodium chlorite but has made the capital investment and purchased their feed equipment and their cost is $0.57 per lb. At our current price of $0.75 per lb. we pay about an $18,000 per year premium to use the vender supplied equipment which has a value of $240,000 (3 machines X $80,000). However the vendor is responsible for maintenance supplies, repairs, and weekly site visits to ensure the equipment is functioning properly. If you have further questions please do not hesitate to ask.

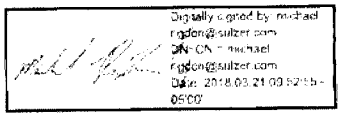
SULZER

Sulzer Pumps Solutions, Inc.

To Whom It May Concern:

The general industry products quoted in Sulzer quotation USA.8211-GSP.18.0117-B0 are supported directly by Sulzer Pumps Solutions Easley, SC, for the territory of the end user.

Best Regards,



Michael Rigdon
Applications Engineer
Sulzer Pumps Solutions, Inc.
155 Ahlstrom Way
Easley, SC 29640

Tuthill Worldwide Contacts

Tencarva Machinery Company

Tencarva Machinery Company
D. H. (Buddy) Boyles
1115 Pleasant Ridge Road (zip 27409-9753)
PO Box 35865
Greensboro, North Carolina, 27425
USA
Phone 1: (336) 665-0250
Fax: (336) 665-0303
<a href='http://www.tencarva.com'
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Brands:
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Product Types:
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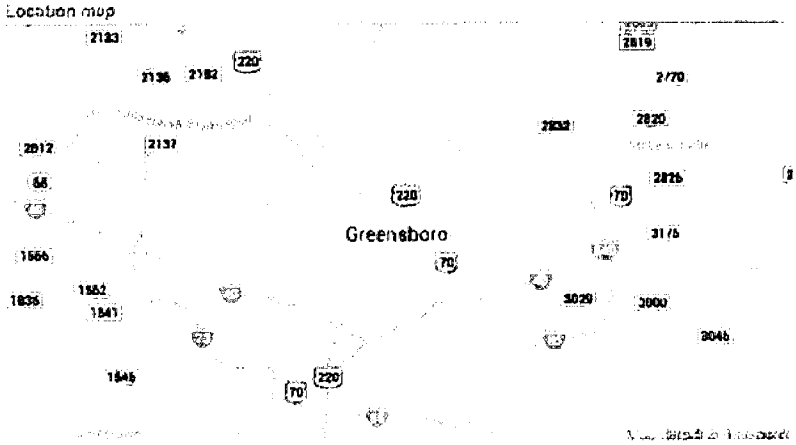
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Tencarva Machinery Company - Municipal - Weir Specialty Pumps

1116 Pleasant Ridge Road, Greensboro, North Carolina, 27409
T 336 665 0250 F 336 665 0303
jmiller@tencarva.com

Tencarva Machinery Company is the municipal representative for Weir Specialty Pumps for North Carolina (entire state), South Carolina (entire state), and Virginia (entire state excluding the 4 Washington D.C. border counties of Loudoun, Fairfax, Arlington & Prince William). The products that they represent include WEMCO, Hidrostal, Hydrogritter, and Chop-Flow.

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Jacquie Morden

From: Dixon Medlin
Sent: Thursday, March 17, 2016 1:13 PM
To: Jacquie Morden
Subject: FW: Radar Gauge
Attachments: FMR51 52.pdf

From: Brittney Fischer [mailto:bfischer@thermalprocess.com]
Sent: Thursday, March 17, 2016 11:33 AM
To: Dixon Medlin <Dixon.Medlin@brunswickcountync.gov>
Cc: Nathan Cook <ncook@thermalprocess.com>
Subject: RE: Radar Gauge

Hello Dixon,

Thermal Process Systems recommends the FMR52 Micropilot Level Radar Gauge for the Foam Control in our System. This model replaces the FMR245 that is now obsolete, but very comparable. We do not recommend any other product, brand or model number to be used with our system. The Endress and Hauser Micropilots have been tried and tested throughout the years and have been found to be more accurate than others in their category. The model number changes every few years because Endress and Hauser is continuously making improvements to make these Micropilots more accurate. We always recommend the newest model to all of our customers.

Attached is the Cut sheet for the FMR52.

Please let me know if there are any additional questions.

Thank you,

Please update my name in your records because I recently became a Mrs!

Brittney Fischer (Pressley)
Thermal Process Systems

From: Brittney Fischer
Sent: Wednesday, March 16, 2016 9:49 AM
To: 'Dixon Medlin'
Subject: RE: Radar Gauge

Hello,

The FMR245 is now a obsolete part number and we cannot go purchase. The new model replacing that item is the FMR52, this model is very comparable and from my understand, gets better readings. Please let me know if you would like to proceed or if you have any questions.

Thank you,

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Fax 951 652-3078

January 25, 2019

Clint Ward
Water/Wastewater Operator II
P.O. Box 607
Whiteville, NC., 28472
Ph.: 910-642-5818
cward@ci.whiteville.nc.us

This letter is to confirm that WK Hile Company is McCrometer's exclusive municipal representative as well as the sole source in the State of North and South Carolina. The products include the following:

McCrometer Propeller flow meters.
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McCrometer VM Flow meter.
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McCrometer 3941., 3951. Full Profile Insertion Mag Meter

WK Hile Company is our exclusive representative and is responsible for all product sales, service that includes field start-ups and calibration. This "Sole Source Letter" remain in effect until further notice

Sincerely,

John W. Callison
RSM Southern & Mid-Atlantic States, Water & Wastewater Markets
McCrometer, Inc.
Office: 817-244-2859
Cell: 817-729-6465
Fax: 817-288-0927
Email: johnc@mccrometer.com
Web site: www.mccrometer.com

xylem
Let's Solve Water

USA Service

Xylem Water Solutions Flygt Products Authorized Service Facilities (1 MB)
Xylem Water Solutions Flygt Products Authorized Service Facilities are fully equipped with field service trucks that are stocked with parts and material to allow them to make field repairs if possible. These Authorized Service Facilities can generally supply a field service technician within 24 hours to your site location. These facilities generally have service technicians on 24-hour call, 7 days a week to be able to respond to your service needs.

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In addition, Xylem Water Solutions Flygt Products Corporation also has highly trained Regional Service Managers that are available to assist the Xylem Water Solutions Flygt Products Authorized Service Centers. A National Service Manager, and a full Engineering and Technical staff at any of the Xylem Water Solutions Sales facilities or the corporate office in Charlotte, NC support all of our Service Managers.

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mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

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Tel: 1-855-613-5948 or 1-855-61-FLYGT
Fax: 1-951-332-3679
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Florida:
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Apopka, FL 32703
Tel: (407) 880-2900
Fax: (407) 880-2962
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
1730 Tenth Street WRiviera
Beach, FL 33404
Tel: (561) 848-1200
Fax: (561) 848-1299
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
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Ft. Myers, FL 33905
Tel: (239) 693-5226
Fax: (239) 693-1485
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

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Garden City, GA 31408
Tel: (912) 966-1577
Fax: (912) 966-1579
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Xylem Water Solutions U.S.A., Inc.
90 Horizon Drive
Suwanee, GA 30024
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Fax: (770) 932-4321
mailto:flygtleads@flygtusleads.com
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8402 West 183RD Street Suite A
Tinley Park, IL 60477
Tel: (708) 342-0484
Fax: (708) 342-0491
mailto:flygtleads@flygtusleads.com
http://www.xylemwatersolutions.com/us

Indiana:
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Indianapolis, IN 46214
Tel: (317) 273-4470
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North Carolina:
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Carrollton, TX 75006-2407
Tel: (972) 418-2400
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Xylem Water Solutions U.S.A., Inc.
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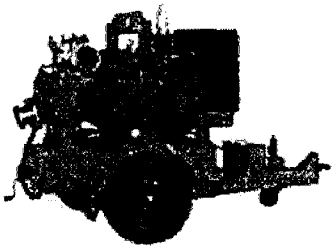
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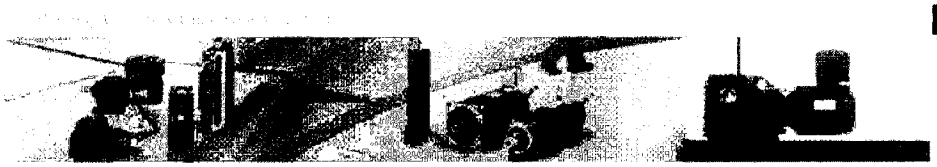


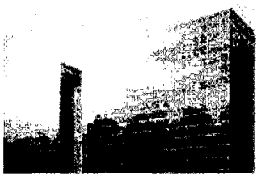
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Xylem now has access to Godwin's range of automatic self-priming pumps adding an additional and wider range of Diesel driven Dri - Prime pumps. The new Godwin pumps can be skid or trailer mounted for use in mobile applications which can provide exceptional energy efficiency and a significantly reduced clogging capability

Godwin CD, HL, Heidra and NC ranges are now available from Xylem

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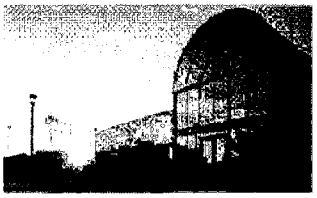


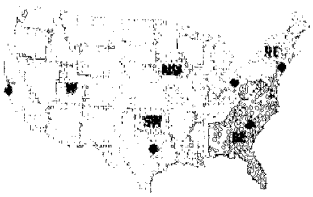


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SEW Facility, District Sales Manager & Distributors for "28451"

Southeast Region, Puerto Rico & Jamaica





Southeast Region Assembly Center

SEW-Eurodrive, Inc.
1295 Old Spartanburg Hwy.
P.O. Box 518
Lyman, SC 29365

Tel: (864) 439-7537
Fax: (864) 439-7830

→ Email Customer Service

District Sales Manager

Brent Craft (4650)
Greensboro, NC 27406

Tel: 336-674-5361
Fax: 336-674-1290

→ Email

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Wilmington, NC 28401
Tel: 910-762-3702, Fax: 910-251-1975

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Wilmington, NC 28401
Tel: 910-343-1311, Fax: 855-899-4063
→ Website

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Motion Industries
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Jacquie Morden

From: BJ Heck <bheck@brunsco.net>
Sent: Monday, July 30, 2012 12:47 PM
To: 'Jacquie Morden'
Subject: RE: rl haire

Jacquie,
Randy Haire has extensive knowledge of our system. He has been doing work for almost 10 years for Public Utilities. He has helped develop our radio and PLC programs as well as provided new ways and suggestions to make out SCADA and Radio programming more efficient. As well, he lends his knowledge on many variable frequency drives and motor soft start applications in which has helped save the County a lot of money. Our previous experiences with other Integrators on Capital projects and some Engineering projects have not gone very well. The end result with the SCADA programs almost always results in Tommy Ellison and Randy Haire coming back to multiple sites to correct mistakes and make the programs run more streamline and consistent with the Public Utilities programming standards. We only want to use Randy due to his knowledge of our programming and database standards. He is knowledgeable of all of our sites and his rates are far less than the over $100-$150 an hour rates plus travel expenses quoted in the past by other integrators. He also has never charged the County for any travel expenses for food or lodging. He is also local and has always been available when we have called him for help no matter what time of the day.

Benjamin Heck
Instrumentation and Electrical Superintendent
Brunswick County Public Utilties
P.O. Box 249
Bolivia, N.C. 28462
W: 910-253-2011
C: 910-477-0734
F: 910-253-2984

From: Jacquie Morden [mailto:jmorden@brunsco.net]
Sent: Friday, July 27, 2012 8:06 AM
To: BJ Heck
Subject: rl haire

BJ, please send me a justification for not having other quotes for programming services. I know RL Haire been the vendor for several years.

Thanks,
Jacquie Morden
Public Utilities
County of Brunswick
910-253-2664

USCP
U.S. COMPOSITE PIPE, INC.

May 21, 2018

Subject: Tencarva

To Whom It May Concern:

This letter serves as a sole source document for products manufactured by U.S. Composite Pipe, Inc.

Tencarva is the sole authorized representative for U.S. Composite Pipe, Inc. in the state of North Carolina.

Sincerely,

Eric H. Davidson, P.E.
Vice President

800 CR 209, Alvarado, TX 76009 P-817.783.3444 F-817.783.6002

Chuck Braun

From: carrollindsol@bellsouth.net
Sent: Monday, July 22, 2019 3:02 PM
To: Chuck Braun
Cc: Matt Smith
Subject: ODO FREE SOLUTION

CAUTION: This email originated from outside of Brunswick County Government. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Mr. Braun, ISS is sole providers of ODO Free Solution, that is used for odor control in ST. James Plantation. It is provided in bulk, serviced and tested by ISS tec. Rep. Please see contact information below.

Carroll Grice
Industrial Solutions & Supply, Inc.
PO Box 1172 / 2833 Gurley Rd.
Marion, SC 29571
843-423-0988 Office
843-423-0133 Fax
1-866-623-0988 Toll Free
843-430-1978 Cell

Chuck Braun

From: Benjamin Heck
Sent: Monday, July 22, 2019 7:37 AM
To: Chuck Braun
Subject: Re: Sole Source Justification

Price communications:
The company we have listed on the hurricane SOP as the on call tower climbing crew needed to install and adjust Scada radios in emergency events and non emergency events

Double radius and Brady:
Listed as the vendors who can supply large Canopy style Scada radios, programming and setup and installation for emergency and non emergency events.

Benjamin Heck
Instrumentation and Electrical Superintendent
BCPU
910-253-2011 office
910-617-3125 cell

On Jul 22, 2019, at 7:19 AM, Chuck Braun <Chuck.Braun@brunswickcountync.gov> wrote:

> Still need this for
> Price Communications
> Double Radius
>
> Thank You,
> Chuck Braun
> Purchasing Manager
> Brunswick County Public Utilities
> 910-253-2636
> Chuck.Braun@brunswickcountync.gov

Chuck Braun

From: Thad Hill
Sent: Friday, July 19, 2019 8:16 AM
To: Chuck Braun
Subject: RE: Sole Source Information

Chuck can you add these venders to the list .
Hoffland Environmental Inc. they provide parts for our polymixer that is used to help with the treatment in the sedimentation basin .
10391 Silver Springs Road, Conroe, TX, 77303

ACS Provides equitment(Filters and spare parts) to help control dust that is created by dumping of the fluoride .
3701 BASTION LANE RALEIGH ,NC 27604

Call me if you need more info thanks .

Thaddeus Hill
Water Resources Superintendent

From: Chuck Braun <Chuck.Braun@brunswickcountync.gov>
Sent: Tuesday, July 16, 2019 3:39 PM
To: John Nichols <John.Nichols@brunswickcountync.gov>; Donald Dixon <Donald.Dixon@brunswickcountync.gov>; Bob Tweedy <bob.tweedy@brunswickcountync.gov>; Glenn Walker <Glenn.Walker@brunswickcountync.gov>; Thad Hill <Thad.Hill@brunswickcountync.gov>; Jeremy Sexton <Jeremy.Sexton@brunswickcountync.gov>; Tim Webb <tim.webb@brunswickcountync.gov>; Benjamin Heck <Benjamin.Heck@brunswickcountync.gov>; Mickey Thompson <Mickey.Thompson@brunswickcountync.gov>; Cory Sumner <Cory.Sumner@brunswickcountync.gov>; Steve Hlastala <Steve.Hlastala@brunswickcountync.gov>; Matt Smith <Matt.Smith@brunswickcountync.gov>; Rhonda Olson <rhonda.olson@brunswickcountync.gov>; Paul Biagiotti <Paul.Biagiotti@brunswickcountync.gov>; Brent Lockamy <brent.lockamy@brunswickcountync.gov>
Cc: Jacquie Morden <Jacquie.Morden@brunswickcountync.gov>
Subject: Sole Source Information

Attached is the spreadsheet I am compiling with sole source manufactures/vendors that Jacquie has compiled for us. It will be submitted to the board at the next meeting for review and approval. I need for you to review it and add any vendors that are sole source for your area. I will need the backup documentation for any additions. I need your information by Friday 7/19. Please contact me with questions.

Thank You,
Chuck Braun
Purchasing Manager
Brunswick County Public Utilities
910-253-2636
Chuck.Braun@brunswickcountync.gov

INSTRUMENTS
600 Emlen Way
Telford, PA 18969

July 18, 2019

TO: Brunswick County Public Utilities
250 Grey Water Road NE
County of Brunswick
Supply NC 28462

RE: Sole Source Sale of Hydro Instruments Equipment, Parts and Accessories to the Municipal (Water Utility) Market in North Carolina and South Carolina (Authorized Dealer and Service Provider)

To whom it may concern,

Let it be known that Carolina Pumpworks, LLC (CPW) is the sole authorized sales representative & service contractor for Hydro Instruments brand equipment in the states of North Carolina and South Carolina. If you have any questions, or require additional information relative to this matter, please do not hesitate to contact Hydro Instruments.

Carolina Pumpworks, LLC
1703 Richmond Avenue
Port Royal, SC 29935
P: 843-522-9600
F: 843-522-9615
C: 843-441-2494
Robert C. Pruit
rpruit@cpwllc.com

Regards,

Chris Montis

Customer Service & Technical Support
Hydro Instruments

Phone: 215.799.0980
Toll Free: 1.888.38.HYDRO
Fax: 215.799.0984

Website: www.hydroinstruments.com
Email: sales@hydroinstruments.com

SOLE SOURCE JUSTIFICATION FORM

Pursuant to N.C.G.S. § 143-129(e)(6), under certain circumstances, the procurement of goods and/or services may be exempt from competitive bidding requirements.

The undersigned requests that competitive procurement be waived for the goods and/or services listed below and that the vendor identified be authorized as a sole source for the goods and/or services.

Goods/Services: Carbon Dioxide and bulk storage vessel.

Recommended Sole Source Vendor:

Company Name: PRAXAIR DISTRIBUTION, INC.
Contact Name: Joey Ricker
Address: 10 River View Dr.
City, State, Zip: Danbury, Connecticut 06810-5113

Competition for the above-referenced goods and/or services is precluded based on the following: ***(Check all that apply. Attach detailed justification and supporting documentation.)***

☒ The needed product or service is only available from a single source.

☐ Performance or price competition for the product are not available.

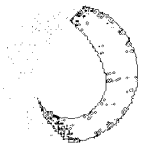
☐ The specific product and/or service from the vendor is necessary for standardization or compatibility.

☐ The needed product is proprietary to the vendor.

☒ Other: Contacted Air products (the other large pressurized gas supplier in our area) and they are not able to supply us with the needed quantities of gas. This leaves Praxair as the only viable supplier for the product and the storage vessel.

Expected Amount of Procurement: $585 per month lease of tank plus gas usage

Term: ☐ One Time Purchase ☒ Ongoing Purchase



05/02/2018

Brunswick County Public Utilities
Jeremy Sexton
4305 Southport Supply Rd SE
Southport, NC 28422

Evoqua/Permutit is the sole manufacturer/designer of the Permutit AVGF (Automatic Valveless Gravity Filter) with the original patent of the strainer plate design for pressure filters. Part number 105-39230 is a proprietary product in
which only Evoqua (Permutit) has designed to ensure the continuation of process integrity of this equipment. There is no other available source for our product(s) as all of these strainers are supplied through our Union NJ warehouse.

With kind regards,

David Pearsall

David Pearsall
1140 Route 22 East
Bridgewater, NJ 08807
Phone: 908-851-6916
Fax: 908-851-6906
E-mail: david.pearsall@evoqua.com

RESOLUTION AUTHORIZING PURCHASE OF
SPECIALTY PRODUCTS USED BY PUBLIC UTILITIES
UNDER SOLE SOURCE EXCEPTION TO FORMAL BIDDING REQUIREMENTS

WHEREAS, N.C.G.S 143-129(e)(6), Procedure for Letting of Public Contracts, allows for the waiver of formal bidding requirements for purchases of apparatus, supplies, materials, or equipment when performance or price competition for a product are not available, or a needed product is available from only one source of supply, or standardization or compatibility is the overriding consideration; and

WHEREAS, The Public Utilities Department utilizes numerous products in the day-to-day operation of water and sewer systems. In most cases, there are multiple manufacturers that can provide competitive products that allow our Utilities Purchasing Manager the opportunity to receive multiple bids in compliance with state and county procedures. However, there are occasions when specific items are only available from an exclusive vendor and price competition is not available. Some existing processes are proprietary and replacement parts must be purchased from a specific manufacturer; and

WHEREAS, The attached list specifies manufactures/vendors used by the Utilities Department that are the sole source for the specific product indicated. Staff requests the Board approve the vendors and products on the accompanying list as sole source purchases under the exemption referenced in NCGS 143-129 (e) (6); and

WHEREAS, the governing board must approve the purchase under this bidding exemption prior to awarding the contract;

NOW, THEREFORE BE IT RESOLVED, that the Board of Commissioners approves the purchases described herein utilizing the exception to formal bidding requirements contained in N.C.G.S. 143-129(e)(6) and finds that the conditions described in that statute have been met. This approval shall expire three years from the date below and require reauthorization.

Adopted this the 5th day of August, 2019.

_____
Frank L. Williams, Chairman
Brunswick County Board of Commissioners

ATTEST:

_____
Andrea White, NCCCC
Clerk to the Board

Brunswick County Board of Commissioners
ACTION AGENDA ITEM
August 15, 2022

Action Item # VI. - 1.
Clerk to the Board - Trillium Annual Report

From:
Daralyn Spivey

Issue/Action Requested:
Request the Board of Commissioners receive the annual report from Dennis Williams, Southern Regional Director of Trillium.

Background/Purpose of Request:
Mr. Williams would like to update the Board on items such as the changes in Medicaid, changes within the Trillium organization, provide County data, discuss project updates and data specific to Brunswick County.

Fiscal Impact:
Reviewed By Director of Fiscal Operations

Approved By County Attorney:
Yes

County Manager's Recommendation:
Recommend the Board of Commissioners receive the annual report from Dennis Williams, Southern Regional Director of Trillium.

ATTACHMENTS:

Description

- Trillium Presentation

TRILLIUM HEALTH RESOURCES
ANNUAL REPORT BRUNSWICK COUNTY

DENNIS WILLIAMS, BS

SOUTHERN REGIONAL DIRECTOR

Transforming Lives

Trillium HEALTH RESOURCES

TRILLIUM UPDATE

Trillium's mission: Transforming lives and building community well-being through partnership and proven solutions.

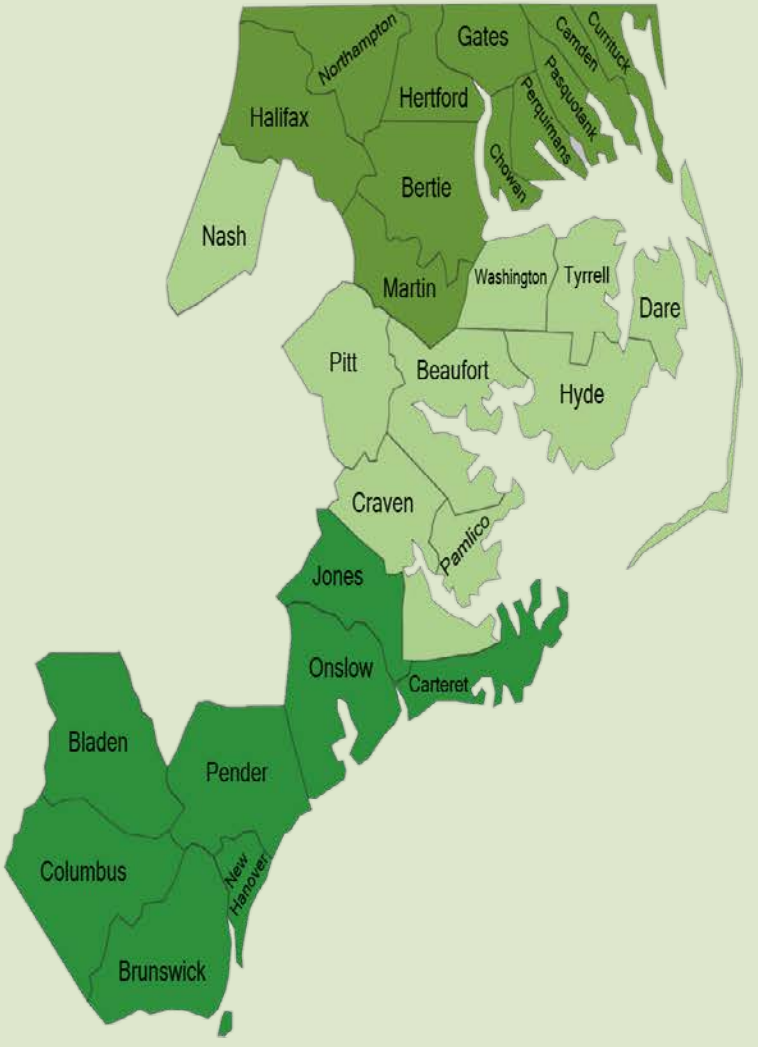
- Who We Are
- Medicaid Transformation Changes
- Organizational changes
- County Data

Who We Are - Numbers

- 28 Counties, but numbers are from last fiscal year with 26 counties
- 1,469,101 total population
- 244,075 Medicaid Eligible
- Served 58,452 individuals from mild to severe mental health needs
  - 70% with MH needs
  - 20% with SUD
  - 10% with IDD
- Approximately 500 Providers
- $475,921,857.00 spent on services last year
- Smallest County- Tyrrell 3,665- Largest County -New Hanover 238,907
- Cover over 12,000 square miles

Three Regions

REGION	POPULATION	SQUARE MILES	# OF COUNTIES
Northern	252,211	4,235	11
Central	494,312	4,717	9
Southern	797,086	5,063	8



Medicaid Transformation- Standard Plans

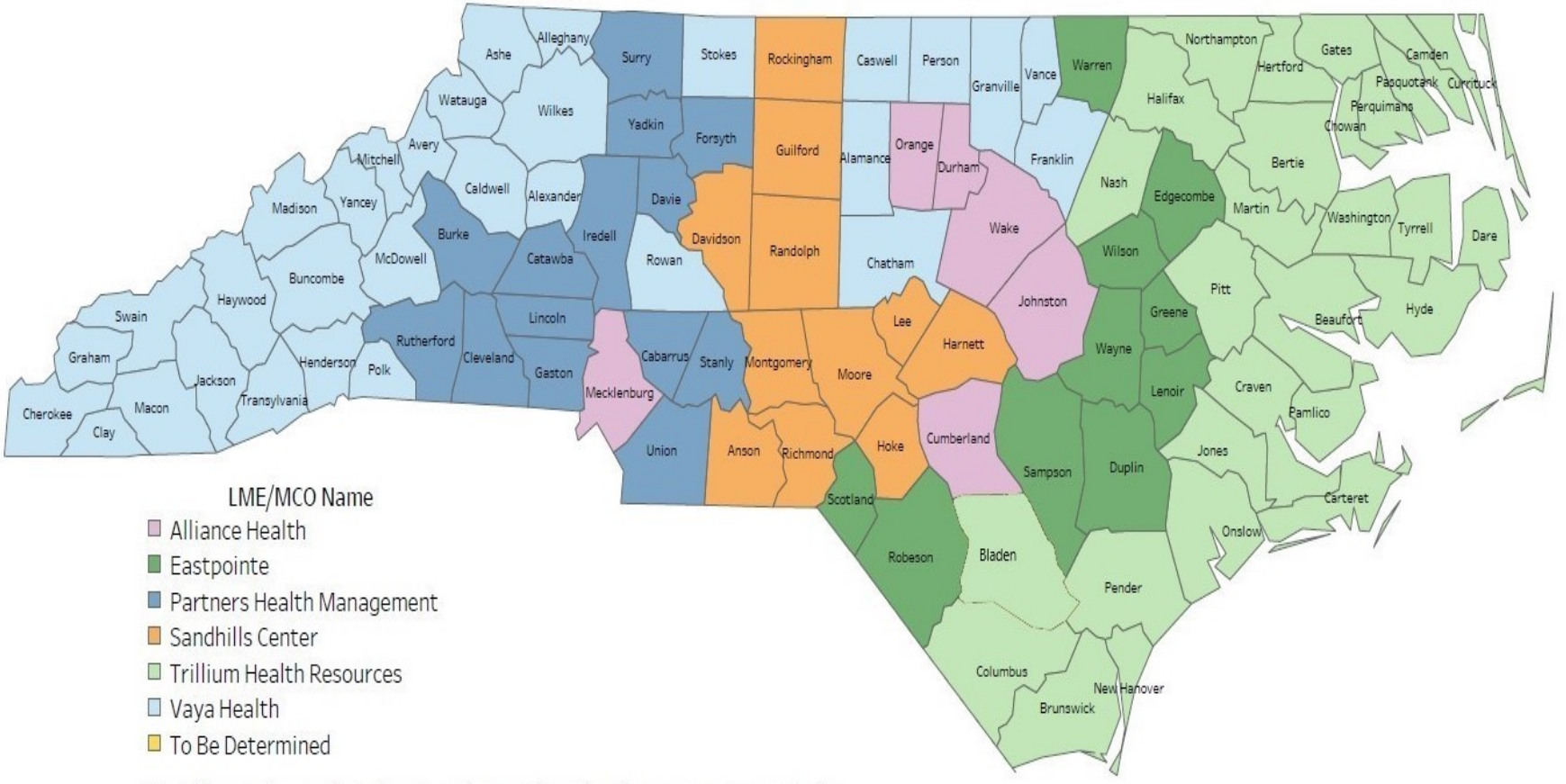
- Standard Plan- 5 companies were awarded
  - Amerihealth Caritas NC Inc.
  - Blue Cross Blue Shield of NC
  - UnitedHealthcare of NC Inc.
  - WellCare of NC Inc.
  - Carolina Complete Health- covers regions 3, 4 and 5
  - These Plans are managing the mild to moderate Medicaid behavioral health recipients

They started on July 1st 2021

Medicaid Transformation Tailored Plan:

- 7 of 7 LME/MCO's were awarded to become Tailored Plans
- 1 of the 7 - Cardinal Innovations, decided to merge with Vaya, so we will have 6 Tailored Plans
- Cardinal covered 20 counties, 11 of them decided to go to other MCO's besides Vaya, including Halifax county to Trillium, which occurred on December 1st 2021
- Bladen county requested to join Trillium from Eastpointe and that took effect on Feb. 1st 2022
- Original date to go live with the Tailored Plan was moved from July 1st, 2022 to December 1st 2022.

Behavioral Health I/DD Tailored Plan Regions



Note: This map shows projected county assignments based on disengagements requested or approved as of 9/15/21. County realignment and disengagement requests must go through the process identified in law and rule which ultimately require approval by the DHHS Secretary.

Medicaid Transformation Tailored Plan Continued

- We will have a readiness review late summer
- Dec. 1st 2022- Begin the Tailored Plan managing Severe Behavioral Health, Substance Use and I/DD population like we do today, but in addition managing individuals physical health
- We are contracting with a Pharmacy Benefits Manager to oversee contract with approximately 2000 pharmacies
- We are also going to be contracting with all Primary care agencies that serve individuals on Medicaid

Organizational Changes

- Leza Wainwright retired and Joy Futrell is our new CEO
- Richard Leissner moved to a new job, so Senitria Goodman is our new General Council
- Sue Ann Forrest is our new Director of Government Relations
- We have had to move staff because of the Tailored Plan requirements

Organizational changes continued:

Call Centers

- Pharmacy
- Provider
- Nurse
- Current Call Center

Care Management

- Whole Person Care

Disaster Response Unit

- Meeting with Emergency Management Departments
- Collection of Providers Disaster Response Plans
- Map to Readiness- before, during and after a Hurricane

Project Updates

- Naloxone kits
- Mobile Clinics
- Tribal Engagement
- Family Navigators
- Co-Responder Pilots
- CFAC adding a representative with TBI
- Healing Place in New Hanover

Consumers served in Brunswick County

Total Consumers served – 3,100

- Mental Health – 2,249
- Substance Use – 936
- I/DD – 375

Total is unduplicated, since a single individual may receive services in more than one category

QUESTIONS?

Transforming Lives

Trillium HEALTH RESOURCES