

Onslow Water & Sewer Authority
Board of Directors' Regular Meeting Jacksonville City Hall
Thursday, June 20, 2024
APPROVED MINUTES

CALL TO ORDER: Having a quorum, Chairman Royce Bennett called the meeting to order at 6:00 pm. Board members present included Chairman Royce Bennett, Vice Chairman Paul Conner, Secretary/Treasurer Richard Grant, and Directors Jerry Bittner, Tim Foster, Greg Hines, and Robert Warden. Absent was Director John Davis.

PLEDGE OF ALLEGIANCE: Chairman Royce Bennett led the Board and audience in the Pledge of Allegiance.

INVOCATION: Pastor Brian Young, Senior Pastor of Love Grace & Mercy Church provided the invocation.

CHAIRMAN'S REMARKS –Chairman Royce Bennett provided general guidance to the audience regarding the meeting.

1. APPROVAL OF AGENDA – Director Tim Foster made a motion to approve the agenda and Vice Chairman Paul Conner made a second. All were in favor. The agenda was approved as presented.

2. APPROVAL OF CONSENT AGENDA

[A COPY OF THE ADMINISTRATIVE SERVICE AGREEMENTS (3), RESOLUTION PROVIDING FOR THE USE OF FACSIMILE SIGNATURES, RECORDS RETENTION AND DISPOSITION SCHEDULE FOR WATER AND SEWER AUTHORITIES AND SANITARY DISTRICTS & RECORD RETENTION POLICY FOR DOCUMENTS CREATED OR MAINTAINED PURSUANT TO THE ARP/CSLFRF AWARD MAY BE FOUND AT EXHIBIT A, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

A motion was made by Vice Chairman Paul Conner to approve the Consent Agenda as presented. A second was made by Director Tim Foster. The motion passed unanimously. Therefore, the April & May 2024 Finance Reports and April & May 2024 Operations Reports were accepted, the May 16, 2024 Regular Meeting Minutes were approved as presented, the Administrative Service Agreements were approved and the Chairman of the Board was authorized to execute the agreements and any other documents required by the action, The Resolution Providing for the Use of Facsimile Signatures was adopted, and the Records Retention and Disposition Schedule for Water and Sewer Authorities and Sanitary Districts issued by NC State Archives dated May 1, 2016 and the Record Retention Policy for Documents Created or Maintained Pursuant to the Arp/CSLFRF Award were adopted and the Chairman of the Board was authorized to execute the agreements and any other documents as may be required in connection with the action.

3. BUSINESS

A. Discussion of the FY24-25 Proposed ONWASA Budget

Chairman Bennett called on CEO, Franky Howard to present the item. Mr. Howard said the Proposed FY24-25 ONWASA Budget was prepared following the recommended rate and fee adjustments by financial consultants to meet the cost estimates that we have for our system this year and out years. He explained it includes lowering the system development fee. He also explained that taking into account the proposed rate and fee increase and the ones implemented in the past when averaged over the 16 years we have seen less than a 3% per

year average rate increase emphasizing that ONWASA went many years without rate increase.

No action was taken.

B. Public Hearing – System Development Fee

Chairman Royce Bennett opened the Public Hearing on the System Development Fee and called on members of the audience who wished to speak. No members of the public wished to speak. Chairman Bennett closed the Public Hearing.

C. Public Hearing – FY 2024 – 2025 Budget

Chairman Royce Bennett opened the Public Hearing on the FY 2024 – 2025 Budget and called on members of the audience who wished to speak. No members of the public wished to speak. Chairman Bennett closed the Public Hearing.

D. Consideration of the Proposed 2024-2025 Budget

[A COPY OF THE 2024 UPDATED CIP, SYSTEM DEVELOPMENT FEE ANALYSIS, BUDGET ORDINANCE FOR FY 2024-2025, AND RATE & FEE SCHEDULE FOR FY 2024-2025 MAY BE FOUND AT EXHIBIT B, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Director Greg Hines made a motion to approve the Proposed System Development Fee calculations as of July 1, 2024. Vice Chairman Paul Conner made a second. All were in favor, the Proposed System Development Fee calculations as of July 1, 2024 were approved.

Director Greg Hines made a motion to approve the ONWASA budget ordinance for fiscal year 2024-2025 along with the proposed rate schedule as presented. Vice Chairman Paul Conner made a second. All were in favor, the motion passed unanimously.

Vice Chairman Paul Conner made a motion to adopt the 2024 Updated CIP. Director Tim Foster made a second. All were in favor, the motion passed unanimously.

E. Adoption of Amended Project Ordinances

[A COPY OF THE AMENDED PROJECT ORDINANCES AND CORRESPONDING BUDGET AMENDMENTS FOR CIP-006A, CIP-028, AND CIP-038 MAY BE FOUND AT EXHIBIT C, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on CFO, J. Eric Adams to present the item. Mr. Adams said the item consists of three project ordinances that align with the CIP. Chairman Bennett noted he believes the Board discussed all of the project ordinances at a prior workshop.

Director Tim Foster made a motion to adopt the Amended Project Ordinances and corresponding Budget Amendments for Capital Improvement Project CIP-006A, CIP-028, and CIP-038. A second was made by Vice Chairman Paul Conner. All were in favor, the motion passed unanimously.

F. State Water Infrastructure Grant Southeast WWTP Project

[A COPY OF THE RESOLUTION TO ACCEPT THE AMERICAN RESCUE GRANT OFFER, AMERICAN RESCUE GRANT FUNDING OFFER & ACCEPTANCE DOCUMENT MAY BE FOUND AT EXHIBIT D, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Bennett called on J. Eric Adams, CFO, to present the item. He explained the item is the State Water Infrastructure Grant for the Southeast Wastewater project that is the CIP-028. He explained that ONWASA has been awarded a \$10,000,000 grant using

the American Rescue funds and the requested motion is to accept those funds adding they are required to be obligated by December of 2024 and expended by December of 2026. Mr. Adams explained that later in the year we will be bidding out the first phase of the project so we will be able to meet those timelines. Chairman Bennett asked for clarification on the connection. Mr. Adams said the connection is for Holly Ridge [Plant] and Summerhouse.

Vice Chairman Paul Conner made a motion to adopt the Resolution to accept the American Rescue Plan Grant Offer and authorize the CEO to execute the funding offer and acceptance document and any additional documents necessary to complete this action. A second was made by Director Greg Hines. All were in favor, the motion passed unanimously.

G. 2023 Dixon WTP Filter and Softner Tank Rehab

[A COPY OF THE VESSEL REPAIR ESTIMATES, PHOTOGRAPHS OF DAMAGE, DIXON FILTER REHAB BID TAB, AND 2023 DIXON FILTER REHAB RFB MAY BE FOUND AT EXHIBIT E, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Bennett called on Mr. J. Eric Adams, CFO, to present the item. Mr. Adams began by explaining that the project was bid earlier this year and came in under the required thresholds for Board approval at that time however upon the Projects start additional work was discovered that needed to be amended or corrected so we are requesting the contract approval now with the included addendums for that additional work.

Director Tim Foster made a motion to approve a construction contract for the 2023-2024 Dixon Water Treatment Plant Filter and Softener Rehabilitation Project with Addendum in the amount of \$568,500 and authorize the CEO to execute this contract and any additional documents as required in connection with this action. A second was made by Vice Chairman Paul Conner. All were in favor, the motion carried.

H. Sale of Timber

[A COPY OF THE TIMBER HARVESTING RECOMMENDATION AND PARKERTOWN MAP MAY BE FOUND AT EXHIBIT F, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on CEO, Franky J. Howard to present the item. Mr. Howard said ONWASA's Timber Consultant looked at roughly 200 -220 acres at the Parker Town site including the area that is our infiltration basins explaining there are four basins that are for the Swansboro Plant and he has made some recommendations that we do some thinning and some harvesting later this year and possibly into 2025 so we want to get ahead of that and the Boards blessing for a potential timber sale by bid. Mr. Howard said this would also start to open things so we can look at some alternatives out there for expanding disposal capacity for Swansboro.

Vice Chairman Paul Conner made a motion to approve the sale of timber by bid as recommended by Timber Consultant and delegate to the Chairman the authority to accept the high bid as long as it is reasonable in his judgement, and further authorize the Chairman to execute a timber deed for the timber sold. A second was made by Director Robert Warden. All were in favor, the motion passed unanimously.

I. Highway 24 Utility Corridor Improvements, Phase 1A

[A COPY OF THE LETTER OF RECOMMENDATION AND BID TAB MAY BE FOUND AT EXHIBIT G, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on Mr. Jeffrey Lohr, Chief of Engineering, to present the item. Mr. Lohr said there were a total of five bids received with the apparent low bidder for the project being Jymco Construction Co, Inc. in the amount of \$9,555,118.00.

Secretary/Treasurer Richard Grant made a motion to award the bid to Jymco Construction Co., Inc. in the amount of \$9,555,118.00 for the Phase 1A Force Main Project and authorize the CEO to execute this contract and any additional documents as required in connection with this action. A second was made by Director Tim Foster. All were in favor, the motion passed unanimously.

J. Highway 24 Utility Corridor Improvements, Phase 1B

[A COPY OF THE LETTER OF RECOMMENDATION AND BID TAB MAY BE FOUND AT EXHIBIT H, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on Mr. Jeffrey T Lohr, Chief of Engineering, to present the item. Mr. Lohr explained this is the other half of the Highway 24 Utility Project that consists of four pump stations including modifications to the Piney Green Pump Station, construction of a new Hubert Pump Station at the existing Hubert Water Treatment Plant site, construction of a new Swansboro Pump Station at the existing Swansboro Wastewater Treatment Plant site and modification of the existing Hall Creek Pump Station. Mr. Lohr explained this was bid twice with two bids received on June 12th and the apparent low bidder is TA Loving Company in the amount of \$17,639,800.

A motion was made by Director Greg Hines to award the bid to T A Loving Company in the amount of \$17,639,800 for Phase 1B Wastewater Pump Station Project and authorize the CEO to execute this contract and any additional documents as required in connection with this action. A second was made by Director Jerry Bittner.

Director Richard Grant asked the amount of the second bid. Mr. Howard said the second bid was Crowder Construction that came in around twenty to twenty-one million.

All were in favor, the motion passed unanimously.

K. Ocean Road Water Extension Holly Ridge Construction Contract

[A COPY OF THE LETTER OF RECOMMENDATION AND BID TAB MAY BE FOUND AT EXHIBIT I, AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on Mr. Jeffrey T Lohr, Chief of Engineering, to present the item. Mr. Lohr said this item is for the Ocean Road watermain extension in Holly Ridge that once completed will extend an eight inch waterline from Azalea Drive and Ocean Drive to the Onslow Pender County line. It will provide water in that area to the remaining underdeveloped parcels. Mr. Lohr said the apparent low bidder on the project is CM Mitchel Construction in the amount of \$295,250.00. Director Warden pointed out the bid tab stated \$295,249.51. Mr. Lohr confirmed the correct amount is \$295,249.51.

A motion was made by Vice Chairman Paul Conner to award the bid to CM Mitchell Construction Company in the amount of \$295,249.51 for the Ocean Road Waterline Extension Project and authorize the CEO to execute the contract and any additional documents as required in connection with this action.

4. PUBLIC COMMENT

No members of the public wished to comment.

5. CHIEF EXECUTIVE OFFICER COMMENTS

Chairman Bennett called on CEO, Franky Howard, to provide comments. Mr. Howard thanked the staff and everyone who helped with the budget process. He thanked the Board for their flexibility in doing the workshop and said he is looking forward to putting the budget into action. Mr. Howard said crews made a waterline tie in earlier this week for the Booster Station in North Topsail Beach and that was successful. He explained they wanted to have that completed before things got even busier down on the island. Mr. Howard provided an update on the project with Asterra for the satellite images to detect water leaks. He shared that one successful image has been completed and that they will be focusing on the half of the County that includes the coastal side so they can narrow down on some areas of concern. Mr. Howard said NC Rural Water Association was on the Island today with some leak equipment and only found one potential leak with a fire hydrant and they took it out of service. He added they trained the ONWASA staff while they were here too. Mr. Howard explained the Old Settlers System in Surf City is calculating a 60% water loss which is rather massive, so we are trying to track that down. He encouraged those who see leaks in their neighborhoods to please report it to ONWASA.

6 BOARD OF DIRECTOR'S COMMENTS

Director Robert Warden thanked everyone for the budget and said he spoke to Eric after the Workshop and thanked him personally but thank you and your staff. He added it doesn't seem like their jobs are getting any easier with the increasing pressures to provide new water and new sewer.

Director Tim Foster said he echoes what Bob said it is a good budget and the thanks staff.

Director Greg Hines said thank you to everyone who watches on tv and also expressed his appreciation to staff who are attending after hours and having a long day.

Secretary/Treasurer Richard Grant expressed thanks for the work put into the budget. He said the comment that blew him away in the workshop is that the new customers usage is a lot higher than the traditional customer usage because of what is being built and that is something that is going to be hard to plan for. He thanked Mr. Howard and staff for the hard work and said he would not be surprised if they were back next year saying we need to put even more money in infrastructure.

Vice Chairman Paul Conner expressed his appreciation to staff. He said we breezed through things tonight but that is because staff makes it easy for them.

Chairman Bennett said thank you again to everyone. He said he thinks we have a really good budget and are making some progress on the capital issues, and he is looking forward to another successful year at ONWASA.

Vice Chairman Paul Conner made a motion to adjourn. Director Jerry Bittner made a second. All were in favor, the meeting adjourned.

The meeting was adjourned at 6:23 PM.

The minutes were approved on September 19, 2024.

Onslow Water & Sewer Authority Board of Directors



A handwritten signature in black ink, appearing to read "M. Royce Bennett", written over a horizontal line.

Michael Royce Bennett, Chairman

ATTEST:

A handwritten signature in black ink, appearing to read "Heather W. Norris", written over a horizontal line.

Heather Norris, Clerk



ONWASA

FY25 Proposed Budget

Franky Howard
Chief Executive Officer

The Process

1. Budget team reviews Board directives (CIP, financial plans, board goals) as well as environmental pressures and revenue projections
2. Budget team develops guidelines for departments
3. Departments research cost increases, equipment repairs/replacements and create budget requests
4. Budget Team and Departments work together to craft a proposed budget
5. Delivered to the Board for your consideration

ONWASA By-the-Numbers

◆ 3,751,835,963	Gallons of Water Pumped Annually
◆ 635,612,363	Gallons of Wastewater Treated Annually
◆ 16,050,000	Gallons of Stored Water
◆ 14,506,640	Gallons of Water Stored in Underground Pipes
◆ 1,005,463	Miles Driven Annually
◆ 702,770	Meter Readings Annually
◆ 295,065	Transactions Processed Annually
◆ 245,184	Main Office - Phone Calls Handled Annually
◆ 156,515	Estimated Number of Individual Customers
◆ 104,511	Lab Analysis' Processed Annually
◆ 70,902	Work and Service Orders Processed Annually
◆ 58,154	Number of Metered Accounts
◆ 1,244	Miles of Water Mains
◆ 445	Square Miles of Service Area
◆ 312	Miles of Wastewater Mains
◆ 247	Facilities to Maintain
◆ 172	Full Time Positions



ONWASA

Budget Details

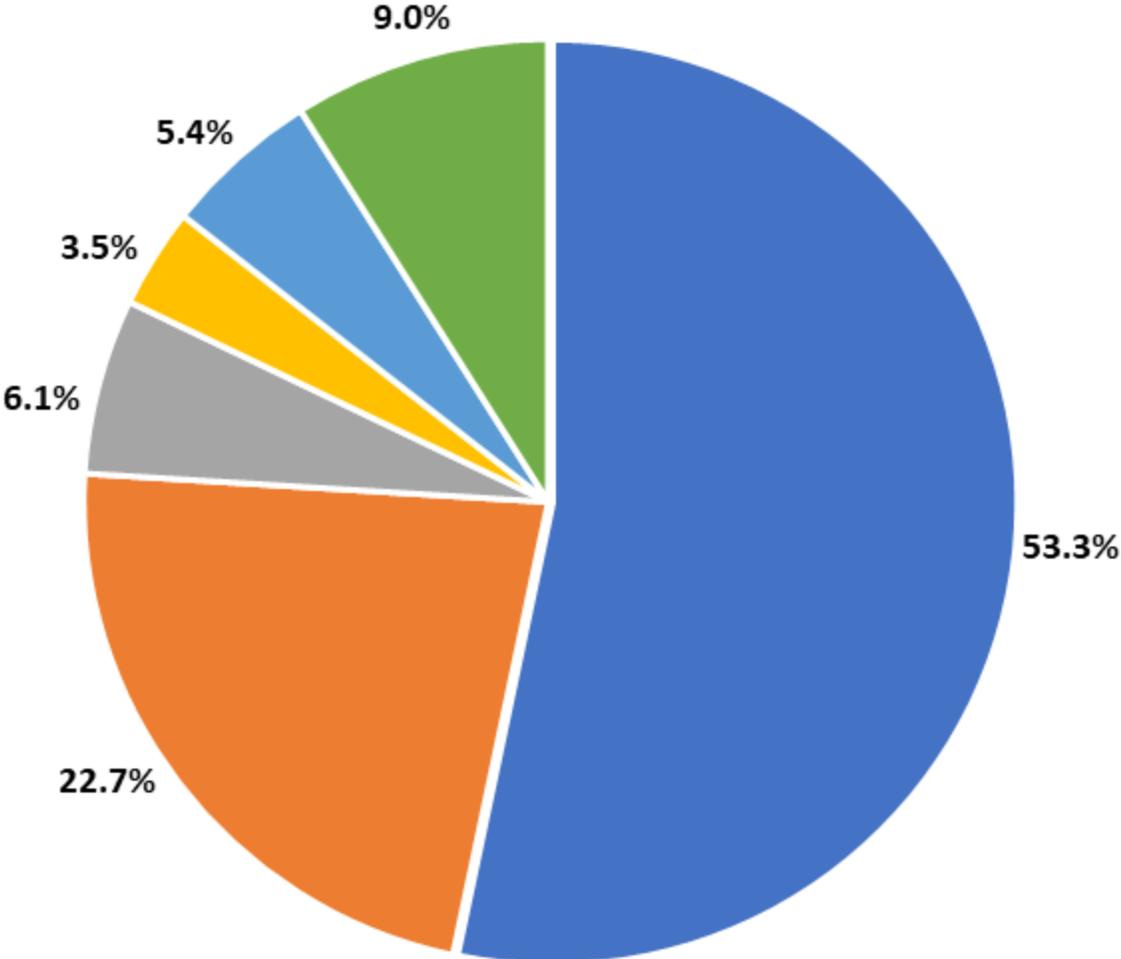
Budget Drivers

- Current revenues must equal current expenses (Balanced Budget)
- Increased Customer Demand and Growth
- Increased Operational Costs
- 2024 Capital Improvement Plan Update
- 2023 Raftelis Rate Study update requirements
- ONWASA Strategic Plan

FY25 Budget – At a Glance

- Operational Budget balanced at \$57M
- Unreserved Fund balance less pay-go projects - \$34.5M (60.5% of operating budget)
- User Fees are the primary revenue at \$47.8M
- \$1M Disaster Contingency
- Fund balance of \$5.1M appropriated for 1-time capital requests.
- 3.5% COLA for all staff budgeted
- 11 new positions
- Continue Pay Plan Steps (2.5%) for Merit Program.

SOURCES OF REVENUE

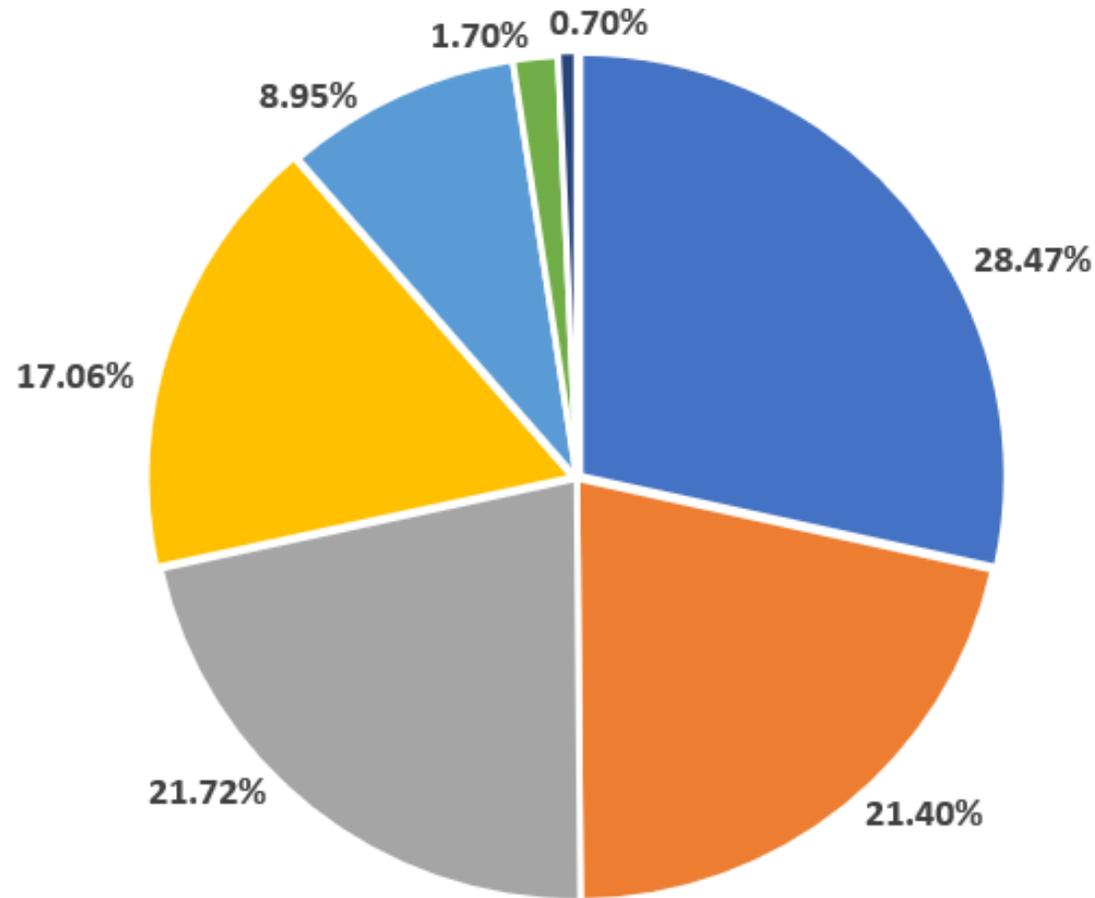


■ Water Sales
■ Service Fees

■ Wastewater Sales
■ Administrative Fees

■ System Development Fee
■ Fund Balance Appropriated

TOTAL EXPENDITURES



■ Operations - Water

■ Operations - Sewer

■ Administration Division

■ Debt Service

■ Capital

■ Bulk Wastewater Treatment

■ Bulk Water Purchases

Capital Improvement Plan Highlights

- ✓ Bidding and the start of construction for the Hwy 24/Swansboro Wastewater Force Main and Pumping Stations projects.
- ✓ Completing construction for the Topsail Island Booster Pumping Station project.
- ✓ Permitting and implementation of Interim Capacity Improvements at the Summerhouse Wastewater Treatment Plant.
- ✓ Permitting and construction of the Southeast Sewer Force Main project to connect the Holly Ridge/Summerhouse collections systems to the newly acquired wastewater treatment plant in Sneads Ferry.
- ✓ Permitting and bidding for the Highway 24 Regional Trunk Water Main Replacement project.
- ✓ Bidding and installation of raw water wells at the Dixon WTP and on ONWASA's Wachovia Tract property.
- ✓ Completion of site evaluations and process design for a new water treatment plant in the Burton Park or Union Chapel Church Road area.
- ✓ Preliminary design for a proposed project to increase the capacity of the Dixon WTP from 4.0 to 6.0 MGD.

Public Information & Feedback

- Proposed budget is online at www.onwasa.com
- Both written and emailed comments from the public are invited.

budgetcomment@onwasa.com

Budget Comment
c/o ONWASA Administration
228 Georgetown Road
Jacksonville, NC 28540



Board Action Requested

Franky Howard
Chief Executive Officer

Next steps.

Motion to set the public hearing on the proposed FY25 budget at the Board of Directors meeting in the Jacksonville City Hall Council Chambers on June 20, 2024 at 6pm or as soon thereafter as is practicable.

and

Schedule a Budget Workshop.

ADMINISTRATIVE SERVICE AGREEMENT

AGREEMENT made this 11 day of June, 2024, by and between **ONSLOW WATER AND SEWER AUTHORITY** (the "Authority") a body politic and corporate of the State of North Carolina, and the **TOWN of HOLLY RIDGE** (the "TOWN"), a municipal corporation of the State of North Carolina;

WITNESSETH:

WHEREAS, the County of Onslow (the "County") the City of Jacksonville, and the Towns of Swansboro, Richlands, North Topsail Beach and Holly Ridge, acting through their respective governing bodies, pursuant to the provisions of Article 1, Chapter 162A of the General Statutes of North Carolina, organized and incorporated the Authority as a vehicle to assist in providing a satisfactory supply of potable water and sewer collection/treatment for citizens of the member governments of the Authority; and,

WHEREAS, in furtherance of the purposes for which the Authority was created, the County and above referenced municipalities, with the exception of Jacksonville, leased to the Authority their water and sewer systems pursuant to long term Capital Lease Agreements and the Authority pursuant to Water and Sewer Service Agreements having terms concurrent with the Capital Lease Agreements, agreed with each such member government to meet the water and sewer needs of their citizens within the limitations of available supply; and

WHEREAS, the Authority's main offices are on Georgetown Road in the City of Jacksonville; and

WHEREAS, for the convenience of customers of the Authority located in or in the general vicinity of the Town, it was provided in the Water and Sewer Service Agreement with the Town that the Authority shall maintain facilities in the Town for the purpose of the bill payment and telephone communication from customers; and

WHEREAS, pursuant to N.C. Gen. Stat. § 162A-6 the Authority is authorized to enter into agreements with units of government relating to the operation of the Authority's utility systems; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Town shall, at its sole cost and expense, perform certain duties on behalf of the Authority, such as collecting payment for services provided by the Authority. The exact functions to be performed by the Town are described on **EXHIBIT A** attached hereto and made a part hereof. The Town shall prominently display ONWASA's name on office doors and in other suitable locations on the exterior of the Town Hall premises as is reasonably necessary to advise the public that Authority administrative services are available at the Town Hall. The Authority shall be responsible for providing the Town with such computer, internet, technical support and supplies as necessary at the discretion of the Authority for the Town to perform its duties under this Agreement.
2. The Authority shall pay to the Town for services performed pursuant to this Agreement the sum of \$2,916.67 per month, payable on or before the 10th day of each month; provided, however the Authority may deduct from any monthly payment an amount equal to \$16.83 (35,000/2,080) for each hour in the previous month worked by Authority personnel in

performing any administrative services which the Town was obligated to perform pursuant to this Agreement.

3. In lieu of providing the services to the Authority set forth in paragraph 1 above, the Town may at time during the term of this Agreement request the Authority to set up a kiosk in the Town to provide services to the citizens. Should this request be made, the Authority shall, as soon as practicable, establish a kiosk in the Town to provide services. Beginning at the end of the month in which a kiosk is established in the Town, all payments provided in paragraph 2 above shall cease, and the Town shall have no further obligation to provide those services set forth in paragraph 1 above.
4. This Agreement shall continue in effect through June 2025. Either party may terminate this Agreement as of the end of any month by giving the other party at least 60 days notice in advance of the termination date. If a Town is providing services as set forth in paragraph 1 above, a decision to reduce operating hours would be at the discretion of the Authority's Member Governments hosting these satellite offices if Town Facilities are being utilized.
5. The Authority agrees on behalf of the Town to bill to any Authority customers any solid waste fees which such customers may also owe the Town. The Authority will collect such fees in the routine course and remit all payments to the Town. The Authority shall not be responsible for bringing any legal action or taking any extraordinary steps to collect amounts due the Town, other than billing for such charges and remitting any collections to the Town. All claims on account of the Authority billing for and collecting sewer and solid waste fees on behalf of the Town shall be made against the Town, and shall be the sole liability of the Town.
6. The Town and the Authority, in the performance of this Agreement, will be acting in an individual capacity and not as the employee, partner, joint venture, agent or associate of one another, except as may be expressly otherwise provided herein.
7. This Agreement may be modified only by a written agreement executed by both parties hereto.
8. This Agreement is not assignable by either party, by operation of law or otherwise.
9. This Agreement sets forth the entire agreement between the Authority and the Town and supersedes any and all other agreements on this subject between the parties.
10. In the event of any noncompliance of any term or terms of this Agreement by the Town, the Authority may, at its sole option, declare the Town in default and immediately terminate this Agreement.
11. The laws of the State of North Carolina shall control and govern this Agreement.
12. Any claims, disputes, or other controversies arising out of, and between parties to this Agreement which may ensue shall be subject to and decided by the appropriate division of the General Court of Justice in Onslow County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.

ONSLOW WATER & SEWER AUTHORITY

By: Michael R. Bennett
(PRINT NAME/TITLE)

[Signature]
(SIGNATURE)



ATTEST:

[Signature]
ONWASA Clerk to the Board

TOWN OF HOLLY RIDGE

By: Heather Reynolds - Town Manager
(PRINT NAME/TITLE)

[Signature]
(SIGNATURE)

ATTEST:

[Signature]
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Chief Financial Officer

Exhibit A

DUTIES

- Collection of payments from customers
- Post payments to customers' accounts
- Process payments received in drop box
- Balance cash and make bank deposit daily
- Process applications for service at existing properties which includes collecting deposit and associated fees
- Process payments for reconnection of service terminated for non-payment and generate adjustment journal
- Generate service orders for termination of service requested by customer

ADMINISTRATIVE SERVICE AGREEMENT

AGREEMENT made this 21st day of May, 2024, by and between **ONSWLOW WATER AND SEWER AUTHORITY** (the "Authority") a body politic and corporate of the State of North Carolina, and the **TOWN of RICHLANDS** (the "TOWN"), a municipal corporation of the State of North Carolina;

WITNESSETH:

WHEREAS, the County of Onslow (the "County") the City of Jacksonville, and the Towns of Swansboro, Richlands, North Topsail Beach and Holly Ridge, acting through their respective governing bodies, pursuant to the provisions of Article 1, Chapter 162A of the General Statutes of North Carolina, organized and incorporated the Authority as a vehicle to assist in providing a satisfactory supply of potable water and sewer collection/treatment for citizens of the member governments of the Authority; and,

WHEREAS, in furtherance of the purposes for which the Authority was created, the County and above referenced municipalities, with the exception of Jacksonville, leased to the Authority their water and sewer systems pursuant to long term Capital Lease Agreements and the Authority pursuant to Water and Sewer Service Agreements having terms concurrent with the Capital Lease Agreements, agreed with each such member government to meet the water and sewer needs of their citizens within the limitations of available supply; and

WHEREAS, the Authority's main offices are on Georgetown Road in the City of Jacksonville; and

WHEREAS, for the convenience of customers of the Authority located in or in the general vicinity of the Town, it was provided in the Water and Sewer Service Agreement with the Town that the Authority shall maintain facilities in the Town for the purpose of the bill payment and telephone communication from customers; and

WHEREAS, pursuant to N.C. Gen. Stat. § 162A-6 the Authority is authorized to enter into agreements with units of government relating to the operation of the Authority's utility systems; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Town shall, at its sole cost and expense, perform certain duties on behalf of the Authority, such as collecting payment for services provided by the Authority. The exact functions to be performed by the Town are described on **EXHIBIT A** attached hereto and made a part hereof. The Town shall prominently display ONWASA's name on office doors and in other suitable locations on the exterior of the Town Hall premises as is reasonably necessary to advise the public that Authority administrative services are available at the Town Hall. The Authority shall be responsible for providing the Town with such computer, internet, technical support and supplies as necessary at the discretion of the Authority for the Town to perform its duties under this Agreement.
2. The Authority shall pay to the Town for services performed pursuant to this Agreement the sum of \$2,916.67 per month, payable on or before the 10th day of each month; provided, however the Authority may deduct from any monthly payment an amount equal to \$16.83 (35,000/2,080) for each hour in the previous month worked by Authority personnel in

performing any administrative services which the Town was obligated to perform pursuant to this Agreement.

3. In lieu of providing the services to the Authority set forth in paragraph 1 above, the Town may at time during the term of this Agreement request the Authority to set up a kiosk in the Town to provide services to the citizens. Should this request be made, the Authority shall, as soon as practicable, establish a kiosk in the Town to provide services. Beginning at the end of the month in which a kiosk is established in the Town, all payments provided in paragraph 2 above shall cease, and the Town shall have no further obligation to provide those services set forth in paragraph 1 above.
4. This Agreement shall continue in effect through June 2025. Either party may terminate this Agreement as of the end of any month by giving the other party at least 60 days notice in advance of the termination date. If a Town is providing services as set forth in paragraph 1 above, a decision to reduce operating hours would be at the discretion of the Authority's Member Governments hosting these satellite offices if Town Facilities are being utilized.
5. The Authority agrees on behalf of the Town to bill to any Authority customers any solid waste fees which such customers may also owe the Town. The Authority will collect such fees in the routine course and remit all payments to the Town. The Authority shall not be responsible for bringing any legal action or taking any extraordinary steps to collect amounts due the Town, other than billing for such charges and remitting any collections to the Town. All claims on account of the Authority billing for and collecting sewer and solid waste fees on behalf of the Town shall be made against the Town, and shall be the sole liability of the Town.
6. The Town and the Authority, in the performance of this Agreement, will be acting in an individual capacity and not as the employee, partner, joint venture, agent or associate of one another, except as may be expressly otherwise provided herein.
7. This Agreement may be modified only by a written agreement executed by both parties hereto.
8. This Agreement is not assignable by either party, by operation of law or otherwise.
9. This Agreement sets forth the entire agreement between the Authority and the Town and supersedes any and all other agreements on this subject between the parties.
10. In the event of any noncompliance of any term or terms of this Agreement by the Town, the Authority may, at its sole option, declare the Town in default and immediately terminate this Agreement.
11. The laws of the State of North Carolina shall control and govern this Agreement.
12. Any claims, disputes, or other controversies arising out of, and between parties to this Agreement which may ensue shall be subject to and decided by the appropriate division of the General Court of Justice in Onslow County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.

ONSLOW WATER & SEWER AUTHORITY

By: Michael R. Bennett
(PRINT NAME/TITLE)

Michael R. Bennett

(SIGNATURE)

TOWN OF RICHLANDS

By: McKinley D. Smith, Mayor
(PRINT NAME/TITLE)

McKinley D. Smith

(SIGNATURE)



ATTEST:

Deborah Norris

ONWASA Clerk to the Board

ATTEST:

[Signature]

Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]

Chief Financial Officer

Exhibit A

DUTIES

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**Record Retention Policy: Documents Created or Maintained Pursuant to the
ARP/CSLFRF Award**

Retention of Records: The Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award.

It is the policy of the Onslow Water & Sewer Authority to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the Onslow Water & Sewer Authority agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

Covered Records: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Onslow Water & Sewer Authority’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.

- Documentation of rational to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

Storage: Onslow Water & Sewer Authority's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Departmental Responsibilities: Any department or unit of the Onslow Water & Sewer Authority, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Onslow Water & Sewer Authority to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Chief Financial Officer is responsible for identifying the documents that Onslow Water & Sewer Authority must or should retain and arrange for the proper storage and retrieval of records. The Chief Financial Officer shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

Reporting Policy Violations: The Onslow Water & Sewer Authority is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Chief Financial Officer. The Onslow Water & Sewer Authority prohibits, any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

Adopted this 20th day of June 2024.



Michael R. Bennett, Chairman




Heather Norris

ONSLOW WATER AND SEWER AUTHORITY

RESOLUTION PROVIDING FOR THE USE OF FACSIMILE SIGNATURES

WHEREAS, NC General Statute 159-28.1 authorizes the Board of Directors to provide for the use of facsimile signature machines, signature stamps, or similar devices in signing checks and drafts and in signing the preaudit certificate on contracts or purchase orders; and

WHEREAS, the Chief Financial Officer has recommended that the Board of Directors provide for such use;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the Onslow Water and Sewer Authority that the use of facsimile signature machines, signature stamps, or similar devices in signing checks and drafts and in signing the pre-audit certificate on contracts or purchase orders is authorized and that the Chief Financial Officer is charged with the custody of the necessary machines, stamps, plates, or other devices; and,

BE IT FURTHER RESOLVED by the Board of Directors of the Onslow Water and Sewer Authority that upon adoption of this resolution, all previously adopted resolutions providing for the use of facsimile signatures in signing checks and drafts and in signing the pre-audit certificate on contracts or purchase orders are hereby rescinded.

Adopted this 20th day of June 2024.



Michael R. Bennett, Chairman



Heather Norris
Clerk to the Board



RECORDS RETENTION AND DISPOSITION SCHEDULE

WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS



Issued By:



North Carolina Department of Natural and Cultural Resources
Division of Archives and Records
Government Records Section

May 1, 2016

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Water & Sewer Authorities and Sanitary Districts Records Retention and Disposition Schedule

The records retention and disposition schedule and retention periods governing the records series listed herein are hereby approved. In accordance with the provisions of Chapters 121 and 132 of the *General Statutes of North Carolina*, it is agreed that the records do not and will not have further use or value for official business, research, or reference purposes after the respective retention periods specified herein and are authorized to be destroyed or otherwise disposed of by the agency or official having custody of them without further reference to or approval of either party to this agreement. The local government agency agrees to comply with 07 NCAC 04M .0510 when deciding on a method of destruction. Confidential records will be destroyed in such a manner that the records cannot be practicably read or reconstructed. However, records subject to audit or those legally required for ongoing official proceedings must be retained until released from such audits or official proceedings, notwithstanding the instructions of this schedule. **Public records, including electronic records, not listed in this schedule are not authorized to be destroyed.**

This local government agency and the Department of Natural and Cultural Resources agree that certain records series possess only brief administrative, fiscal, legal, research, and reference value. These records series have been designated by retention periods that allow these records to be destroyed when "reference value ends." The local government agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." If a local government agency does not establish internal policies and retention periods, the local government agency is not complying with the provisions of this retention schedule and is not authorized by the Department of Natural and Cultural Resources to destroy the records with the disposition instruction "destroy when reference value ends."

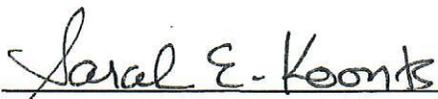
The local government agency and the Department of Natural and Cultural Resources concur that the long-term and/or permanent preservation of electronic records requires additional commitment and active management by the agency. The agency agrees to comply with all policies, standards, and best practices published by the Department of Natural and Cultural Resources regarding the creation and management of electronic records.

It is further agreed that these records may not be destroyed prior to the time periods stated; however, for sufficient reason they may be retained for longer periods. This schedule is to remain in effect from the date of approval until it is reviewed and updated.

APPROVAL RECOMMENDED



Authority Director or CEO

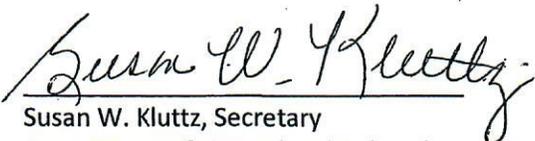


Sarah E. Koonts, Director
Division of Archives and Records

APPROVED



Chair, Authority Governing Board



Susan W. Kluttz, Secretary
Department of Natural and Cultural
Resources

Authority: 

Kurt Brenneman

May 1, 2016



EXECUTIVE SUMMARY

- ✓ According to G.S. § 121-5(b) and G.S. § 132-3, you may only destroy public records with the consent of the Department of Natural and Cultural Resources (DNCR). The State Archives of North Carolina is the division of DNCR charged with administering a records management program. This schedule is the primary way the State Archives of North Carolina gives its consent. Without approving this schedule, your agency is obligated to obtain the State Archives of North Carolina's permission to destroy *any* record, no matter how insignificant.
- ✓ Each records series listed on this schedule has specific disposition instructions that will indicate how long the series must be kept in your office. In some cases, the disposition instructions are simply "Retain in office permanently," which means that those records must be kept in your office forever. In other cases, the retention period may be "destroy in office when reference value ends." An agency may have reference copies of materials, meaning "a copy of a record distributed to make recipients aware of the content but not directing the recipient to take any action on the matter" (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Your agency must establish and enforce internal policies by setting minimum retention periods for the records that the State Archives of North Carolina has scheduled with the disposition instructions, "destroy when reference value ends."
- ✓ E-mail is a record as defined by G.S. § 121-5 and G.S. § 132. It is the content of the e-mail that is critical when determining the retention period of a particular e-mail, including attachments, not the media in which the record was created. It is important for all agency employees and officials to determine the appropriate records series for specific e-mails and retain them according to the disposition instructions.
- ✓ The State Archives of North Carolina recommends that all agency employees and officials view the tutorials that are available online through the State Archives website in order to familiarize themselves with records management principles and practices. The State Archives of North Carolina's online tutorials include topics such as records management, utilizing the retention schedule, e-mail management, and scanning guidelines.
- ✓ The State Archives of North Carolina provides microfilming services for the minutes of major decision-making boards and commissions. Once those records are filmed, we will store the silver negative (original) in our security vault. There is a nominal fee for filming and duplicating film. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

MANAGING PUBLIC RECORDS IN NORTH CAROLINA

Q. What is this “records retention and disposition schedule”?

- A.** This document is a tool for the employees of water & sewer authorities and sanitary districts across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained. This schedule is also an agreement between your agency and the State Archives of North Carolina.

This schedule serves as the inventory and schedule that the State Archives of North Carolina is directed by G.S. § 121-5(c) and G.S. § 132-8 to provide. It supersedes all previous editions, including all amendments.

Q. How do I get this schedule approved?

- A.** This schedule must be approved by your governing body for use in your agency. That approval should be made in a regular meeting and recorded as an action in the minutes. It may be done as part of the consent agenda, by resolution, or other action.
-

Q. Am I required to have all of the records listed on this schedule?

- A.** No, this is not a list of records you must have in your office.
-

Q. What is “reference value”?

- A.** Items containing “reference value” in the disposition instructions are generally records that hold limited value, which is typically restricted to those documenting routine operations within the office. A minimum retention period should be established by the office for any items containing the phrase “destroy in office when reference value ends” in the disposition instructions.
-

Q. Do the standards correspond to the organizational structure of my agency?

- A.** Records series are grouped into standards to make it easier for users to locate records and their disposition instructions. You may find that the groupings reflect the organizational structure of your agency, or you may find that records are located in various standards depending on the content of the record. The intent of the schedule’s organization is to provide an easy reference guide for the records created in your agency.
-

Q. What if I cannot find some of my records on this schedule?

- A.** Sometimes the records are listed in a different standard than how you organize them in your office. Be sure to check the Index and utilize the search function on the PDF version of the schedule to facilitate the location of records series. If you still cannot locate your records on the schedule, contact a Records Management Analyst. We will work with you to amend this records schedule so that you may destroy records appropriately.
-

Q. What are public records?

- A.** The *General Statutes of North Carolina*, Chapter 132, provides this definition of public records:

“Public record” or “public records” shall mean all documents, papers, letters, maps, books, photographs, films, sound recordings, magnetic or other tapes, electronic data-processing records, artifacts, or other documentary material, regardless of physical form or characteristics, made or received pursuant to law or ordinance in connection with the transaction of public business by any agency of North Carolina government or its subdivisions. Agency of North Carolina government or its subdivisions shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subdivision of government.

Q. *Is any person allowed to see my records?*

A. Yes, except as restricted by specific provisions in state or federal law. G.S. § 132-6 instructs:

“Every custodian of public records shall permit any record in the custodian’s custody to be inspected and examined at reasonable times and under reasonable supervision by any person, and shall, as promptly as possible, furnish copies thereof upon payment of any fees as may be prescribed by law. ... No person requesting to inspect and examine public records, or to obtain copies thereof, shall be required to disclose the purpose or motive for the request.”

Q. *What about my confidential records?*

A. Not all government records are open to public inspection. Exceptions to the access requirements in G.S. § 132-6 and the definition of public records in G.S. § 132-1 are found throughout the General Statutes. You must be able to cite a specific provision in the General Statutes or federal law when you restrict or deny access to a particular record.

Q. *Am I required to make available to the public copies of drafts that have not been approved?*

A. Yes, even if a report, permit, or other record has not been finalized, it is still a public record subject to request. Any record that is not confidential by law must be provided when a request is received, whether it is “finished” or not.

Q. *What do I do with permanent records?*

A. Permanent records should be maintained in the office that created the records, forever. They must also have a preservation duplicate, which is either a paper or microfilm copy. See the Human-Readable Preservation Duplicates policy issued by the North Carolina Department of Cultural Resources (<http://archives.ncdcr.gov/Portals/26/PDF/guidelines/Humreadabledupspolicy.pdf>).

Q. *What is historical value?*

A. Historical records document significant events, actions, decisions, conditions, relationships, and similar developments. These records have administrative, legal, fiscal, or evidential importance for the government or its citizens. Call a Records Management Analyst for further assistance in assessing historical value.

Q. *What if I do not have any records?*

A. Nearly every position in government generates, receives, or uses records. Computer files of any kind, including drafts and e-mail, are public records. Even if your records are not the official or final version, your records are public records. Not all records have high historical, legal, or fiscal value, but they all must be destroyed in accordance with the provisions of the appropriate records schedule.

Q. *May I store our unused records in the basement, attic, shed, etc.?*

A. Public records are public property. Though we encourage agencies to find places to store records that do not take up too much valuable office space, the selected space should be dry, secure, and free from pests and mold. Your office must ensure that records stored away from your main office area are well protected from natural and man-made problems while remaining readily available to your staff and the public.

Q. *Our old records are stored in the attic, basement, or off-site building, etc. Are we required to provide public access to these records?*

A. Yes, as long as the records are not confidential by law. You should also be aware that confidentiality can expire.

Q. Aren't all of our old records at the State Archives of North Carolina?

- A.** Probably not. The State Archives of North Carolina collects only very specific types of records from local government offices. Contact a Records Management Analyst for more information about which records are held or can be transferred to the State Archives of North Carolina for permanent preservation.

Q. I found some really old records. What should I do with them?

- A.** Call a Records Management Analyst. We will help you examine the records and assess their historical value.

Q. Can I give my old records to the historical society or public library?

- A.** Before you offer any record to a historical society, public library, or any other entity, you must contact a Records Management Analyst. Permanent records must be kept either in your offices or at the State Archives of North Carolina.

Q. Whom can I call with questions?

- A.** If you are located west of Statesville, call our Western Office in Asheville at (828) 296-7230 extension 224. If you are east of Statesville, all the way to the coast, call our Raleigh office at (919) 814-6900.

AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS

Q. Why is there an asterisk in the disposition instructions of so many items on this schedule?

A. No record involved in a pending or ongoing audit, legal, or other official action may be destroyed before that audit or action is resolved.

A legal hold or litigation hold means that records that are the subject of the legal hold or litigation hold must be preserved and thus must not be destroyed until officially released from the hold. A legal hold or litigation hold is placed when either an official discovery order is served on the agency requesting the production of the records in question (for a litigation, regulatory investigation, audit, open records request, etc.) or litigation is pending and the agency is thus on notice to preserve all potentially relevant records. You must also ensure that for a claim or litigation that appears to be reasonably foreseeable or anticipated but not yet initiated, any records (in paper or electronic formats) relevant to such a claim or litigation are preserved and not destroyed until released by your General Counsel. The records in question must not be destroyed until the completion of the action and the resolution of all issues that arise from it regardless of the retention period set forth in this schedule.

We have used an asterisk (*) in the disposition instructions to mark records series that are commonly audited, litigated, or may be subject to other official actions. However, any record has this potential. Records custodians are responsible for being aware of potential actions, and for preventing the destruction of any record that is, or may be reasonably expected to become, involved in an audit, legal, or other official action.

Records used during routine audits may be destroyed when the governing body accepts the audit, if the records have completed the retention period listed in this schedule. If time remains in the retention period, the records must be maintained for the remainder of the period. The auditor's working papers must be kept according to the schedule. (See **AUDITS: PERFORMANCE**, page 2, item 7, and **AUDITS: FINANCIAL**, page 17, item 5.) Should a dispute arise over an audit, the records that were audited should be retained until that dispute is resolved.

The attorney representing the agency should inform records custodians when legal matters are concluded and records will no longer be needed. Following the conclusion of any legal action, the records may be destroyed if they have met the retention period in the schedule. Otherwise, they should be kept for the remaining time period.

TRANSITORY RECORDS

Transitory records are defined as “record[s] that [have] little or no documentary or evidential value and that need not be set aside for future use.”¹

According to North Carolina General Statutes § 121 and § 132, every document, paper, letter, map, book, photograph, film, sound recording, magnetic or other tape, electronic data processing record, artifact, or other documentary material, regardless of physical form or characteristic, made or received in connection with the transaction of public business by any state, county, municipal agency, or other political subdivision of government is considered a public record and may not be disposed of, erased, or destroyed without specific approval from the Department of Natural and Cultural Resources.

The Department of Natural and Cultural Resources recognizes that some records may have little or no long-term documentary or evidential value to the creating agency. These records are often called “transitory records.” The following questions and answers discuss types of transitory records commonly created in state government. They may be disposed of according to the guidance below. However, all public employees should be familiar with the General Schedule for State Agency Records, their office’s Program Records Retention and Disposition Schedule, and any other applicable guidelines for their office. If any of these documents require a different retention period for these records, follow the longer of the two retention periods. When in doubt about whether a record is transitory, or whether it has special significance or importance, retain the record in question and seek guidance from the analyst assigned to your agency.

Q. What do I do with routing slips, fax cover sheets, “while you were out” slips, memory aids, etc.?

- A.** Routing slips and transmittal sheets adding no information to that contained in the transmitted material have minimal value after the material has been successfully transmitted. These records may be destroyed or otherwise disposed of after receipt of the material has been confirmed.

Similarly, “while you were out” slips, memory aids, and other records requesting follow-up actions (including voicemails) have minimal value once the official action these records are supporting has been completed and documented. Unless they are listed on the General Schedule for State Agency Records or your office’s Program Records Retention and Disposition Schedule, these records may be destroyed or otherwise disposed of once the action has been resolved.

Q. What about research materials, drafts, and other working papers used to create a final, official record?

- A.** Drafts and working papers are materials, including notes and calculations, gathered or created to assist in the creation of another record. All drafts and working papers are public records subject to all provisions of General Statute § 132, but many of them have minimal value after the final version of the record has been approved, and may be destroyed after final approval, if they are no longer necessary to support the analysis or conclusions of the official record. Drafts and working documents which may be destroyed after final approval include:

- Drafts and working papers for internal administrative reports, such as daily and monthly activity reports
- Drafts and working papers for internal, non-policy-level documents, such as informal workflows and manuals; and
- Drafts and working papers for presentations, workshops, and other explanations of agency policy that is already formally documented.

¹ *A Glossary of Archival and Records Terminology*, Richard Pearce-Moses (2005)

Working papers supporting certain financial, legal, and other mission-critical functions, however, may continue to have value even after the final, official copy has been approved. To retain these records appropriately, consult the General Schedule for State Agency Records or your office's Program Records Retention and Disposition Schedule.

Q. What if I have forms designed and used solely to create, update, or modify records in an electronic medium?

- A.** If these records are not required for audit or legal purposes, they may be destroyed in office after completion of data entry and after all verification and quality control procedures. However, if the forms contain any analog components that are necessary to validate the information contained on them (e.g. a signature or notary's seal), they should be retained according to the disposition instructions for the records series encompassing the forms' function.

See also the State Archives of North Carolina's guidance on digital signatures found at the following link: http://archives.ncdcr.gov/Portals/26/PDF/guidelines/electronic_signature_policy.pdf

LEGEND FOR RECORDS SCHEDULE

This records retention and disposition schedule applies to records in all media, unless otherwise specified.



– symbol designating that one or more records in this series may be confidential or may include confidential information.

Item # – an identifying number assigned to each records series for ease of reference.

Series – “a group of similar records that are . . . related as the result of being created, received, or used in the same activity.” (From Richard Pearce-Moses, *A Glossary of Archival and Records Terminology*). Series in this schedule are based on common functions in government offices.

Records Series Title – a short identification of the records in a series, based on their common function.

Series Description – a longer description of the records in a series, often including the types of records that can frequently be found in that series. This information is included underneath the Records Series Title.

Disposition Instructions – instructions dictating the length of time a series must be retained and how the office should dispose of those records after that time.

Citation – a listing of references to statutes, laws, and codes related to the records series. Citations can include:

- Authority: governing the creation of records
- Confidentiality: limiting access to public records
- Retention: setting a retention period

Throughout this schedule, items that cross-reference other items within this schedule are indicated with bold, uppercase letters. If you hover your cursor over one of these items, you will see the hand tool that will enable you to click on the item to follow the link to that location.

NOTICES OF PUBLIC MEETINGS

Includes notices and regular meeting schedules.

See also **AFFIDAVITS OF PUBLICATION**, page 42, item 1.

Sample records series title and description with cross-reference included

No destruction of records may take place if litigation or audits are pending or reasonably anticipated. See also AUDITS, LITIGATION, AND OTHER OFFICIAL ACTIONS, page vi.



As of March 1, 2019, all local government agencies in North Carolina will use the General Records Schedule for Local Government Agencies to find the appropriate disposition instructions for records that fall under these standards:

- Administration and Management Records
- Budget, Fiscal, and Payroll Records
- Geographic Information Systems Records
- Information Technology Records
- Legal Records
- Personnel Records
- Public Relations Records
- Risk Management Records
- Workforce Development Records

More information about this transition can be found on our blog at <https://ncrecords.wordpress.com/2019/01/14/new-retention-schedule-model-for-north-carolina-local-governments/>.

This new Local Government General Records Schedule can be found on our website at <https://archives.ncdcr.gov/government/retention-schedules/local-government-schedules> and supersedes the correlating standards that were a part of previously approved local government agency schedules, so we have deleted those standards from the published version of this schedule.

If you have any questions, please contact [a records management analyst](#) in the Government Records Section of the State Archives of North Carolina.

STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS

Official records pertaining to the authority, operating philosophy, methods, and primary functions of water & sewer authorities and sanitary districts. Comply with applicable provisions of G.S. § 132-1.7 regarding confidentiality of detailed plans and drawings of public buildings and infrastructure facilities.

ITEM #	STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS		
	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
1.	ABANDONED WATER AND SEWER LINES Records documenting the location of abandoned water and sewer lines.	Retain in office until abandoned line is removed.	Retention: 15A NCAC 2T .0403
2.	BIOSOLIDS TREATMENT RECORDS Includes analyses, certification statements, site restrictions, monitoring records, vector attraction reduction requirements, trip tickets, residual records, control plans, and other related records.	Destroy in office after 5 years.*	Authority: 15A NCAC 2T .0100 Retention: 40 CFR 122.41(j)(2) 40 CFR 503.17
3.	CERTIFIED FACILITY OPERATORS LOGS AND REPORTS Includes records of certified facility operators related to operation of water and wastewater treatment facilities and distribution systems.	a) Destroy in office records concerning the operation of water treatment facilities after 3 years.* b) Destroy in office records concerning the operation of wastewater treatment facilities after 5 years.*	Authority: 15A NCAC 18C .1301 Retention: 15A NCAC 18C .1302
4.	COMMUNITY WATER SYSTEM PERMIT Permit issued by the NC Department of Environmental Quality.	Destroy in office when superseded.	Authority: G.S. § 130A-328

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction "destroy when reference value ends." Please use the space provided.

STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
5. 	<p>CONSTRUCTION DRAWINGS</p> <p>Maps and drawings including water and sewer, paving curb and gutter construction, property descriptions, and annexations.</p> <p>See also WATER AND WASTEWATER FACILITY ENGINEERING AND SYSTEM PLANS, page 69, item 35.</p>	<p>a) Retain in office maps of sewer system for life of system.</p> <p>b) Destroy in office remaining records when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	<p>Confidentiality: G.S. § 132-1.7</p> <p>Retention: 15A NCAC 2T .0403</p>
6. 	<p>CUSTOMER FINANCIALS</p> <p>Billing and receipt records concerning customer accounts. Includes customer account histories, applications for services, billing adjustment records, records of customers required to pay a deposit to receive service, and direct draft authorizations.</p>	<p>a) Destroy in office utility bills and receipts after 3 years.*</p> <p>b) Destroy in office utility bills and related records submitted to the NC Debt Setoff Clearinghouse after 3 years.*</p> <p>c) Destroy in office truncated customer checks after 30 days.</p> <p>d) Destroy in office copies of notices of unpaid bills after payment or deemed uncollectable.</p> <p>e) Destroy in office customer deposit records and direct draft authorizations 3 years after account is closed.</p> <p>f) Destroy in office customer account histories when reference value ends.†</p> <p>Agency Policy: Destroy in office after _____</p>	<p>Confidentiality: G.S. § 132-1.1(c)</p>
7.	<p>CUSTOMER USAGE RECORDS</p> <p>Includes reports, plans, or similar records submitted by industrial users or publicly-owned treatment works concerning intended or actual use of the system.</p>	<p>Destroy in office after 3 years.*</p>	<p>Retention: 40 CFR 403.12(o)(3)</p>

* No destruction of records may take place if audits or litigation are pending or reasonably anticipated. See **AUDITS, LITIGATION, AND OTHER OFFICIAL ACTION**, page vi.

† See signature page. The agency hereby agrees that it will establish and enforce internal policies setting minimum retention periods for the records that Natural and Cultural Resources has scheduled with the disposition instruction “destroy when reference value ends.” Please use the space provided.

WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS
RECORDS RETENTION AND DISPOSITION SCHEDULE (MAY 1, 2016)



STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
8. 	CUSTOMER WORK ORDERS Includes service orders such as connection and disconnection of service and other maintenance functions.	Destroy in office 1 year after completion of work.	Confidentiality: G.S. § 132-1.1(c)
9.	DAM CONSTRUCTION RECORDS	Retain in office for life of structure.	
10.	DAM OPERATIONS AND MAINTENANCE RECORDS	Retain in office for life of structure.	
11.	DISCHARGE MONITORING REPORTS Discharge monitoring and non-discharge reports submitted to state and federal regulatory agencies. Includes supporting monitoring information and data such as laboratory reports, bench notes, data logs, and process control tests. Also includes copies of monthly reports required by National Pollution Discharge Elimination System (NPDES) permits.	a) Destroy in office NPDES reports 5 years from date of submission.* b) Destroy in office annual reports 5 years from date of submission.* c) Destroy in office daily reports and remaining records after 3 years.*	Authority: 40 CFR 122.41(j) 15A NCAC 2B .0500 Retention: 40 CFR 122.41(j)(2) 15A NCAC 2B .0506 15A NCAC 2T .0403
12.	EXEMPTIONS AND VARIANCES Exemption and variance records concerned with the installation of water and sewer lines.	Destroy in office 5 years after expiration.*	Retention: 40 CFR 141.33(d) 15A NCAC 18C .1526
13.	GROUNDWATER MONITORING RECORDS Includes all groundwater monitoring wells and associated groundwater surface elevations.	Destroy in office after 5 years.*	
14.	HAZARDOUS WASTE DISPOSAL RECORDS Includes copies of manifests, biennial reports, exception reports, test results, waste analyses, and other related records.	Destroy in office after 3 years.*	Retention: 40 CFR 262.40 15A NCAC 13A .0107

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STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
15.	<p>LABORATORY OPERATIONS</p> <p>Records pertaining to certification of laboratories to perform tests on water resources and to perform biological toxicity testing and population surveys of water and wastewater. Includes documentation of all analytical quality control practices and supporting records, biological laboratory certification/criteria procedures document, and other related records.</p>	<p>a) Destroy in office documentation of analytical quality control practices and supporting records after 5 years.*</p> <p>b) Destroy in office necessary data for field parameter certification after 5 years.*</p> <p>c) Destroy in office all other records concerning certification 2 years after expiration, cancellation, revocation, or denial.*</p>	<p>Authority: 15A NCAC 2H .0805</p> <p>Retention: 15A NCAC 2H .0805 15A NCAC 2H .0807 15A NCAC 2H .1107</p>
16.	<p>LEAD AND COPPER COMPLIANCE RECORDS</p> <p>Includes all monitoring records required by federal, state, and local regulations.</p>	Destroy in office after 12 years.*	Retention: 40 CFR 141.91
17.	<p>LINE INSPECTION MAPS</p> <p>May include video recordings monitoring lines.</p>	Destroy in office when superseded and obsolete.	
18.	<p> MAPS (UTILITY INSTALLATIONS AND DISTRIBUTIONS)</p> <p>Includes maps, plats, charts, and similar records showing the location of water mains, pumps, valves, hydrants, meters, storage locations, etc., throughout the system. Also includes sewer collection system maps showing the location of gravity collector mains, force mains, lift stations, manholes, and valves.</p> <p>See also GEOSPATIAL RECORDS, page 76.</p>	<p>Paper: Retain in office for life of system.</p> <p>GIS dataset: Retain in office for life of system. Create a snapshot of dataset annually. To maintain,</p> <p><i>Either:</i> Transfer snapshot to NCOneMap according to established procedures, complying with standards and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p> <p><i>Or:</i> If retained in office, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.</p>	<p>Confidentiality: G.S. § 132-1.7</p> <p>Retention: G.S. § 87-121(f) 15A NCAC 2T .0403</p>

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STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
19.	METER RECORDS Includes meter reading records showing consumer water consumption. Also includes records concerning installation, testing, and calibration of water meters.	a) Destroy in office records verifying installation of meter 3 years after equipment is no longer owned and/or operational if like replacement occurred. b) Destroy in office records verifying installation of meter 5 years after equipment is no longer owned and/or operational if unlike replacement occurred. c) Destroy in office meter reading records after 3 years.* d) Destroy in office water meter testing and calibration records after 5 years.*	
20.	NOTICES TO PROPERTY OWNERS OF APPROVAL OF WATER UTILITY INSTALLATION	Destroy in office after 2 years.	
21.	PARTICIPATION CONTRACTS Contracts used to determine amount of reimbursement to developer. May include construction drawings.	Destroy in office 3 years after completion.*	
22.	PERIODIC INSPECTION REPORTS OF INDUSTRIAL FACILITIES	Destroy in office after 3 years.	Retention: 15A NCAC 2T .0403

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STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
23. 	PRETREATMENT PROGRAMS Includes pretreatment permits, annual pretreatment reports, records of monitoring activities and results, water quality records, records of industrial user impact, laboratory records, and other related records.	a) Destroy in office permits and supporting documentation 5 years after expiration, cancellation, revocation, or denial.* b) Destroy in office laboratory records after 5 years.* c) Destroy in office remaining records after 3 years.*	Authority: 15A NCAC 2H .0906 15A NCAC 2H .0916 Confidentiality: G.S. § 132-1.2 15A NCAC 2H .0913 Retention: 40 CFR 503.17 15A NCAC 2H .0908
24.	RATE SCHEDULES Includes schedules of rates, fees, charges, and penalties for usage of and for services furnished by any system operated by the authority.	Retain in office permanently.	Authority: G.S. § 162A-9
25.	RECLAIMED WATER RECORDS Includes applications, monitoring reports, operation and maintenance plans, specifications, residuals management plans, local program approvals, and other related records.	Destroy in office after 10 years.*	Authority: 15A NCAC 2U .0100
26.	SANITARY SURVEYS Includes reports, summaries, studies, correspondence (including e-mail), and other related records documenting the sanitary condition of system.	Destroy in office 10 years after completion of survey.*	Retention: 40 CFR 141.33(c) 15A NCAC 18C .1526

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ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
27. 	SERVICE DISCONTINUANCES Includes termination notices, energy assistance notifications, deferred payment agreements, dispute review documents, and other related records relating to the actual or threatened disconnection of service.	Destroy in office 1 year after resolution.*	Confidentiality: G.S. § 132-1.1(c)
28.	SERVICE INTERRUPTIONS Includes reports, logs, and other related records documenting service interruptions.	Destroy in office after 3 years.*	
29.	SEWER JETTING AND VACTORING RECORDS Records documenting the routine cleaning of wastewater lines.	Destroy in office after 3 years.	Retention: 15A NCAC 2T .0403
30.	TAP ON AND HOOKUP RECORDS Applications, permits, contracts, logs, and other related records documenting location and installation of water and wastewater hookups and taps.	Destroy in office after 3 years.*	Retention: 15A NCAC 2T .0403
31.	VIOLATION RECORDS Includes all documentation of actions taken to correct federal, state, and local violations of water and wastewater management standards.	Destroy in office 3 years after last corrective action taken.*	Retention: 40 CFR 141.33(b) 15A NCAC 18C .1526
32.	WASTEWATER MAINTENANCE OPERATION REPORTS	Destroy in office after 3 years.	Retention: 15A NCAC 2T .0403

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ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
33.	<p>WASTEWATER POLLUTION CONTROL AND ABATEMENT RECORDS</p> <p>Includes reports of failure of treatment facilities resulting in a bypass with treatment of wastewater, discharge of waste which is abnormal in quality or characteristic, and process unit failure that renders the agency incapable of adequate wastewater treatment.</p>	Destroy in office after 3 years.*	<p>Authority: 15A NCAC 2B .0506</p> <p>Retention: 15A NCAC 2B .0506</p>
34.	<p>WASTEWATER QUALITY ANALYSES</p> <p>Includes wastewater and stream flow measurement reports, influent, effluent, and stream sampling reports, biological and toxicity monitoring, tests and analyses, laboratory reports, bench notes, data logs, process control tests, monitoring and calculation sheets, and other related records.</p>	Destroy in office after 3 years.*	<p>Authority: 15A NCAC 2B .0500</p> <p>Retention: 15A NCAC 2B .0505 15A NCAC 2B .0506</p>
35.	 <p>WATER AND WASTEWATER FACILITY ENGINEERING AND SYSTEM PLANS</p> <p>Includes authorizations to construct, building plans, engineering plans, and specifications.</p>	Retain in office permanently.	<p>Authority: 15A NCAC 18C .0300</p> <p>Confidentiality: G.S. § 132-1.7 15A NCAC 2H .0115</p>

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WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS
RECORDS RETENTION AND DISPOSITION SCHEDULE (MAY 1, 2016)

STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
36.	 <p>WATER AND WASTEWATER PERMITS AND APPROVALS Permits, approval letters, and other related records required by local, state, and federal ordinance, regulation, and statute. Includes records regarding National Pollutant Discharge Elimination System (NPDES) permits.</p>	<p>a) Retain in office approval letters and supporting documentation permanently.</p> <p>b) Destroy in office permits 5 years after expiration, cancellation, revocation, or denial.*</p>	<p>Authority: 40 CFR 122.28 G.S. § 130A-328 15A NCAC 2H .0100 15A NCAC 2T .0100</p> <p>Confidentiality: G.S. § 132-1.2 15A NCAC 2H .0115</p>
37.	WATER AND WASTEWATER SERVICE AGREEMENTS	Destroy in office 3 years after termination or expiration.*	<p>Retention: 15A NCAC 2T .0403</p>
38.	 <p>WATER AND WASTEWATER SYSTEM ENGINEERING, MAINTENANCE, AND REPAIR RECORDS Includes records documenting installation, authorizations to construct, building plans, locations, specifications, engineer's reports, operation and maintenance plans, and maintenance history for hydrants, pipes, pumps, valves, and similar system equipment. Includes drainage system maintenance and repair records.</p>	<p>a) Retain in office as built plans and specifications permanently.</p> <p>b) Destroy in office system equipment records 3 years after equipment is no longer owned and/or operational if like replacement occurred.</p> <p>c) Destroy in office system equipment records 5 years after equipment is no longer owned and/or operational if unlike replacement occurred.</p> <p>d) Destroy in office background surveys, studies, reports, drafts, and other records when superseded or obsolete.</p>	<p>Authority: G.S. § 130A-317 15A NCAC 18C .0300</p> <p>Confidentiality: G.S. § 132-1.7</p> <p>Retention: 15A NCAC 2T .0403</p>
39.	<p>WATER AND WASTEWATER SYSTEM INSPECTIONS AND TESTS Includes non-compliance inspection and test records conducted by a facility.</p>	Destroy in office after 3 years.*	<p>Retention: 15A NCAC 2T .0403 15A NCAC 18C .1302</p>

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WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS
RECORDS RETENTION AND DISPOSITION SCHEDULE (MAY 1, 2016)

STANDARD 9: PROGRAM OPERATIONAL RECORDS - WATER & SEWER AUTHORITIES AND SANITARY DISTRICTS			
ITEM #	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
40. 	WATER AND WASTEWATER SYSTEM MANAGEMENT PLANS Includes final adopted plans and amendments, background surveys, studies, and reports.	a) Retain in office adopted plans and amendments permanently. b) Destroy in office drafts, background surveys, studies, and reports 3 years after adoption of plan.	Authority: 15A NCAC 18C .0307 Confidentiality: G.S. § 132-1.7 Retention: 15A NCAC 2T .0403 15A NCAC 18C .1526
41.	WATER AND WASTEWATER SYSTEM PROJECT RECORDS	a) Retain in office project pre-approval and final approval letters permanently. b) Destroy in office remaining records 3 years after project is completed.	Authority: 15A NCAC 18C .0300 Retention: 15A NCAC 18C. 1302
42.	WATER SHORTAGE RESPONSE PLANS Water conservation plan in the event of a drought or other water shortage conditions.	Destroy in office when superseded and obsolete.	Authority: G.S. § 143-355.2 15A NCAC 2E .0607
43.	WATER STOCK PURCHASE RECORDS Records documenting the purchase of water from individuals and companies.	Destroy in office after 3 years.*	
44.	WATER SUPPLY QUALITY ANALYSES Includes laboratory reports and tabular summaries of microbiological, turbidity, chemical, radiological, and physical analyses, and climatological observations. Also includes records of actions taken to correct violations.	a) Destroy in office records of microbiological and turbidity analyses after 5 years. b) Destroy in office records of chemical and radiological analyses after 10 years. c) Destroy in office records of actions taken to correct violations 3 years after last corrective action taken.* d) Destroy in office remaining records after 5 years.	Retention: 40 CFR 141.33 15A NCAC 18C .1526

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	RECORD SERIES TITLE	DISPOSITION INSTRUCTIONS	CITATION
45.	WATER SYSTEM OPERATIONS RECORDS Includes backflow prevention reports, flow reports, capacity studies, pump station reports, and other records that summarize the operations of water supply, treatment, distribution, and collection.	a) Destroy in office records of water supplied to distribution system, by sources, after 15 years or 3 years after source is abandoned.* b) Destroy in office remaining records after 6 years.*	
46.	WATER TANKS AND BOOSTER STATIONS RECORDS Includes specifications.	Destroy in office after 6 years.*	

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DESTRUCTION OF PUBLIC RECORDS

Q. When can I destroy records?

- A.** Each records series listed on this schedule has specific disposition instructions that indicate how long the series must be kept in your office. In some cases, the disposition instructions are “Retain in office permanently,” which means that those records must be kept in your offices forever.
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Q. How do I destroy records?

- A.** After your agency has approved this records retention and disposition schedule, records should be destroyed in one of the following ways:
- 1) burned, unless prohibited by local ordinance;
 - 2) shredded, or torn so as to destroy the record content of the documents or material concerned;
 - 3) placed in acid vats so as to reduce the paper to pulp and to terminate the existence of the documents or materials concerned;
 - 4) sold as waste paper, provided that the purchaser agrees in writing that the documents or materials concerned will not be resold without pulverizing or shredding the documents so that the information contained within cannot be practicably read or reconstructed.

The provision that electronic records are to be destroyed means that the data, metadata, and physical media are to be overwritten, deleted, and unlinked so that the data and metadata may not be practicably reconstructed.

The data, metadata, and physical media containing confidential records of any format are to be destroyed in such a manner that the information cannot be read or reconstructed under any means.

— N.C. Administrative Code, Title 7, Chapter 4, Subchapter M, Section .0510

Without your agency’s approval of this records schedule, no records may legally be destroyed.

Q. How can I destroy records if they are not listed on this schedule?

- A.** Contact a Records Management Analyst. An analyst will discuss the nature of the records with you to determine if the records have historical value. If the records do have historical value, we will discuss the possibility of transferring the records to the State Archives of North Carolina to be preserved permanently.

If the records do not have historical value, we will ask you to complete a **REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS** (page 83) if the records are no longer being created. If the records are an active records series, an analyst will help you develop an amendment to this schedule so that you can destroy the records appropriately from this point forward.

Q. Am I required to tell anyone about the destructions?

- A.** We recommend that you report on your records retention activities to your governing board on an annual basis. This report does not need to be detailed, but it is important that significant destructions be entered into the minutes of the Board.

ELECTRONIC RECORDS: E-MAIL, BORN-DIGITAL RECORDS, AND DIGITAL IMAGING

Q. When can I delete my e-mail?

A. E-mail is a public record as defined by G.S. § 121-5 and G.S. § 132. Electronic mail is as much a record as any paper record and must be treated in the same manner. **It is the content of each message that is important.** If a particular message would have been filed as a paper memo, it should still be filed (either in your e-mail program or in your regular directory structure), and it should be retained the same length of time as its paper counterparts. **It is inappropriate to destroy e-mail simply because storage limits have been reached.** Some examples of e-mail messages that are public records and therefore covered by this policy include:

- Policies or directives;
- Final drafts of reports and recommendations;
- Correspondence and memoranda related to official business;
- Work schedules and assignments;
- Meeting agendas or minutes
- Any document or message that initiates, facilitates, authorizes, or completes a business transaction; and
- Messages that create a precedent, such as issuing instructions and advice.

*From the Department of Cultural Resources E-Mail Policy (Revised July 2009),
available at the State Archives of North Carolina website*

Other publications (available online at the [State Archives of North Carolina website](http://www.southcarolina.gov)) that will be particularly helpful in managing your e-mail include tutorials on managing e-mail as a public record and on using Microsoft Exchange.

Q. May I print my e-mail to file it?

A. We do not recommend printing e-mail for preservation purposes. Important metadata are lost when e-mail is printed.

Q. I use my personal e-mail account for work. No one can see my personal e-mail, right?

A. The best practice is to avoid using personal resources, including private e-mail accounts, for public business. G.S. § 132-1 states that records “made or received pursuant to law or ordinance *in connection with the transaction of public business* by any agency of North Carolina government or its subdivisions” are public records (emphasis added). The fact that public records reside in a personal e-mail account is irrelevant.

Q. We have an imaging system. Are we required to keep the paper?

A. You may scan any record, but you will need to receive approval from the Government Records Section in order to destroy paper originals that have been digitized. Your agency must develop an electronic records policy and then submit a Request for Disposal of Original Records Duplicated by Electronic Means. You can find these templates in the Digital Imaging section of the State Archives of North Carolina website (<http://archives.ncdcr.gov/ForGovernment/DigitalRecords/DigitalRecordsPoliciesandGuidelines.aspx#imaging>). Contact a Records Management Analyst for further instructions on how to develop a compliant electronic records policy.

Permanent records must have a security preservation copy as defined by State Archives of North Carolina’s **Human-Readable Preservation Duplicate Policy** (G.S. § 132-8.2):

Preservation duplicates shall be durable, accurate, complete and clear, and such duplicates made by a photographic, photo static, microfilm, micro card, miniature photographic, or other process which accurately reproduces and forms a durable medium for so reproducing the original shall have the same force and effect for all purposes as the original record whether the original record is in existence or not. ... Such preservation duplicates shall be preserved in the place and manner of safekeeping prescribed by the Department of Cultural Resources.

The preservation duplicate of permanent records must be either on paper or microfilm.

Non-permanent records may be retained in any format. You will need to take precautions with electronic records that you must keep more than about 5 years. Computer systems do not have long life cycles. Each time you change computer systems, you must convert all records to the new system so that you can assure their preservation and provide access.

Q. Computer storage is cheap. Can I just keep my computer records permanently?

- A.** The best practice is to destroy all records that have met their retention requirements, regardless of format.

Q. What are the guidelines regarding the creation and handling of electronic public records?

- A.** There are numerous documents available on the State Archives of North Carolina website (<http://archives.ncdcr.gov/ForGovernment/DigitalRecords/DigitalRecordsPoliciesandGuidelines.aspx>). Topics covered include shared storage, cloud computing, eDiscovery, trustworthy digital public records, digital signatures, e-mail, social media, text messages, websites, digital imaging, metadata, file formats, database indexing, and security backups.

Note that for e-mail, voicemail, text messages, and social media, they should be handled according to their content. Therefore, this schedule does not include a records series that instructs you on how to handle one of these born-digital records by format; instead of focusing on how the information is disseminated, consider what content is contained in the e-mail, text message, voicemail, or social media post. For instance, an e-mail requesting leave that is sent to a supervisor should be kept for 1 year (see **LEAVE RECORDS**, page 49, item 24).

GEOSPATIAL RECORDS

Q. Why should geographic information system (GIS) datasets be retained and preserved?

- A.** Geospatial records are public records and need to be retained and preserved based on their legal, fiscal, evidential and/or historical value according to an established retention schedule. Local agencies involved in GIS operations should work with the State Archives of North Carolina in order to appraise, inventory, and preserve their geospatial records according to established best practices and standards to insure both their short- and long-term accessibility.

Due to the complexity and transitory nature of these records, geospatial records retention and long-term preservation is a community-wide challenge. GIS files have become essential to the function of many local agencies and will continue to frequently be utilized in agency decision-making processes in the near and far future. Accessibility of GIS records over time has legal, fiscal, practical, and historical implications. The availability of GIS records can help safeguard the local government's legal and fiscal accountability and aid agencies in conducting retrospective and prospective studies. These studies are only possible when essential data from the past are still available.

Q. What GIS datasets should be preserved by local governments?

- A.** The following types of geospatial records have been designated as having archival value:
- Parcel data
 - Street centerline data
 - Corporate limits data
 - Extraterritorial jurisdiction data
 - Zoning data, address points
 - Orthophotography (imagery)
 - Utilities
 - Emergency/E-911 themes
-

Q. How often should we capture the datasets retained for their legal, fiscal, evidential or historical value?

- A.** Consult the retention schedule for frequency of capture. The frequency of capture is based on the significance of the record as well as its alterability.
-

Q. What data formats, compression formats, and media should be used to preserve the data?

- A.** Archiving practices should be consistent with North Carolina Geographic Information Coordinating Council (GICC) approved standards and recommendations. (Examples: Content Standards for Metadata; Data Sharing Recommendations). Consult the GICC website at <http://www.ncgicc.com/>

You should also comply with guidelines and standards issued by the State Archives of North Carolina, which are available on its website.

Q. *Who should be responsible for creation and long-term storage of archived data?*

- A.** The creating agency, NCOneMap, and the State Archives of North Carolina may all have responsibility for archiving data. If you choose to upload your data to NCOneMap, consult with your county's GIS department to determine whether data will be uploaded by your agency or by the whole county. If you choose not to upload your data to NCOneMap, your agency must comply with standards (for metadata, file naming, data sharing, and long term preservation) and procedures adopted by the North Carolina Geographic Information Coordinating Council.

MICROFILM

Q. Why do you still use microfilm?

A. Microfilm is a legally acceptable replacement for original records, as outlined in G.S. § 8-45.1 and § 153A-436. Microfilm can be read with nothing more sophisticated than a magnifying glass, and there is no software to keep current. Usually, deterioration in the film itself can be detected by visual inspection. The State Archives of North Carolina provides a publication, *Micrographics: Technical and Legal Procedures*, on our website. It explains the four groups of national standards for the production of archival quality microfilm:

- manufacture of raw film
- filming methods
- processing (developing) film
- storage methods

That publication also provides sample forms, targets, and procedures that you or your vendor can use in producing film of your records.

Q. What film services do you provide?

A. The Department of Natural and Cultural Resources provides microfilming services for minutes of major decision-making boards and commissions. We will also film records of adoptions for Social Services agencies. Once those records are filmed, we will store the silver negative (original) in our security vault. Contact the Records Management Analyst in charge of microfilm coordination for the most current information.

Q. How do I get my minutes filmed?

A. We have two processes to film minutes. First, you can send photocopies of your approved minutes to us in the mail. Simply include a copy of the **Certification of the Preparation of Minutes for Microfilming** form (available online at the [State Archives of North Carolina website](#)) with each shipment. For more detailed instructions, contact a Records Management Analyst.

Alternatively, you can bring us your original books. We will film them and return them to you. This process is most useful when you have more minutes to film than you are willing to photocopy. It is important to remember that a representative of your office or ours must transport the original books in person so that the custody of the records is maintained. You should not mail or ship your original minutes. Call a Records Management Analyst to make arrangements for an appointment for your books to be filmed. We will make every effort to expedite the filming so that your books will be returned to you as quickly as possible.

Q. What if I need my books while they are being filmed?

A. Call the Raleigh Office at (919) 814-6900, and ask for the Records Management Analyst in charge of microfilm coordination.

Q. Can I send you my minutes electronically?

A. We are working on standards and procedures for an electronic transfer system for minutes. Please contact the Records Management Analyst in charge of microfilm coordination for more information.

Q. I have some old minutes that are not signed. Can they still be filmed?

A. If the only copy you have available is unsigned, and you use it as the official copy, we will film it.

Q. *What if my books are destroyed after they have been filmed?*

- A.** Call a Records Management Analyst who will help you make arrangements to purchase copies of the microfilm from our office. You can then send those reels to a vendor who can either make new printed books or scan the film to create a digital copy.

DISASTER ASSISTANCE

Q. What should I do in case of fire or flood?

- A.** Secure the area, and keep everyone out until fire or other safety professionals allow entry. Then, call our Raleigh office at (919) 814-6903 for the Head of the Government Records Section or (919) 814-6876 for the State Archivist. If you're in the western part of the state, call our Asheville Office at (828) 296-7230 extension 224. On nights and weekends, call your local emergency management office.

DO NOT ATTEMPT TO MOVE OR CLEAN ANY RECORDS.

Damaged records are extremely fragile and require careful handling. Our staff are trained in preliminary recovery techniques, documenting damage to your records, and authorizing destruction of damaged records. Professional vendors can handle larger disasters.

Q. What help do you give in case of an emergency?

- A.** We will do everything we can to visit you at the earliest opportunity in order to provide hands-on assistance. We can assist you in appraising the records that have been damaged so that precious resources (and especially time) are not spent on records with lesser value. We can provide lists of professional recovery vendors that you can contact to preserve your essential and permanent records.
-

Q. What can I do to prepare for an emergency?

- A.** We provide training on disaster preparation that includes a discussion of the roles of proper inventories, staff training, and advance contracts with recovery vendors. If you would like to have this workshop presented, call a Records Management Analyst.
-

Q. What are essential records?

- A.** Essential records are records that are necessary for continuity of operations in the event of a disaster. There are two common categories of records that are considered essential:
- **Emergency operating records** – including emergency plans and directives, orders of succession, delegations of authority, staffing assignments, selected program records needed to continue the most critical agency operations, as well as related policy or procedural records
 - **Legal and financial rights records** – these protect the legal and financial rights of the Government and of the individuals directly affected by its activities. Examples include accounts receivable records, Social Security records, payroll records, retirement records, and insurance records. These records were formerly defined as “rights-and-interests” records.

Essential records should be stored in safe, secure locations as well as duplicated and stored off-site, if possible.

STAFF TRAINING

Q. What types of workshops or training do you offer?

- A.** We have a group of prepared workshops that we can offer at any time at various locations throughout the state. Contact a Records Management Analyst if you are interested in having one of the workshops presented to your agency. We will work with you directly to develop training suited to your specific needs. Our basic workshops are:
- Managing public records in North Carolina
 - Scanning/digital imaging
 - Disaster preparedness and recovery
 - Confidentiality
 - Organizing paper and digital files
 - E-mail

Q. Will you design a workshop especially for our office?

- A.** Yes, we will. Let a Records Management Analyst know what type of training you need.

Q. Are workshops only offered in Raleigh?

- A.** No, we will come to your offices to present the workshops you need. We have no minimum audience requirement. We will also do presentations for professional associations, regional consortiums, and the public.

Q. Is there a fee for workshops?

- A.** Not at this time.

Q. Are the workshops available in an online format?

- A.** Not at this time. However, there are several online tutorials available on the State Archives of North Carolina website, including managing public records, e-mail, electronic records, and scanning.



REQUEST FOR CHANGE IN RECORDS SCHEDULE

TO Assistant Records Administrator
Division of Archives and Records
Government Records Section
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name _____
County _____
Agency or department _____
Mailing address _____
Phone or email _____

INSTRUCTIONS

Use this form to request a change in the records retention and disposition schedule governing the records of your agency. Submit the signed original, and keep a copy for your file. A proposed amendment will be prepared and submitted to the appropriate state and local officials for their approval and signature. Copies of the signed amendment will be sent to you for insertion in your copy of the schedule.

CHANGE REQUESTED

- Add a new item
 - Delete an existing item
 - Change a retention period
- Standard Number _____ Page _____ Item Number _____
Standard Number _____ Page _____ Item Number _____

TITLE OF RECORDS SERIES IN SCHEDULE OR PROPOSED TITLE

INCLUSIVE DATES OF RECORDS _____ **APPROXIMATE VOLUME OF RECORDS** _____

DESCRIPTION OF RECORDS

PROPOSED RETENTION PERIOD

Requested by: _____, _____, _____
Signature Title Date



REQUEST FOR DISPOSAL OF UNSCHEDULED RECORDS

TO Assistant Records Administrator
N.C. Division of Archives and Records
Government Records Section
4615 Mail Service Center
Raleigh, NC 27699-4615

FROM Name _____
County _____
Agency or department _____
Phone number _____

In accordance with the provisions of G.S. 121 and 132, approval is requested for the destruction of records listed below. These records have no further use or value for official or administrative purposes.

RECORDS SERIES TITLE	DESCRIPTION	INCLUSIVE DATES	QUANTITY	MICROFILMED? (YES OR NO)	RETENTION PERIOD

Requested by: _____
Signature Title Date

Approved by: _____
Signature Head of Governing Board Date

Concurred by: _____
(except as indicated) Signature Assistant Records Administrator
NC Division of Archives and Records Date



Request for Disposal of Original Records Duplicated by Electronic Means

If you have questions, call (919) 814-6900 and ask for a Records Management Analyst.

This form is used to request approval from the Department of Natural and Cultural Resources to dispose of non-permanent paper records which have been scanned, entered into databases, or otherwise duplicated through digital imaging or other conversion to a digital environment. This form does not apply to records which have been microfilmed or photocopied, or to records with a permanent retention.

Agency Contact Name:		Date (MM-DD-YYYY):
Phone (area code):	Email:	
County/Municipality:	Office:	
Mailing address:		

Records Series Title A group of records as listed in records retention schedule	Description of Records Specific records as referred to in-office	Inclusive Dates (1987-1989; 2005-present)	Approx. Volume of Records (e.g. "1 file cabinet," "5 boxes")	Retention Period As listed in records retention schedule

Requested by: _____
Signature Requestor Date

Approved by: _____
Signature Requestor's Supervisor Date

Concurred by: _____
Signature Assistant Records Administrator State Archives of North Carolina Date

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ADMINISTRATIVE SERVICE AGREEMENT

AGREEMENT made this 18th day of May, 2024, by and between **ONSLow WATER AND SEWER AUTHORITY** (the "Authority") a body politic and corporate of the State of North Carolina, and the **TOWN of SWANSBORO** (the "TOWN"), a municipal corporation of the State of North Carolina;

WITNESSETH:

WHEREAS, the County of Onslow (the "County") the City of Jacksonville, and the Towns of Swansboro, Richlands, North Topsail Beach and Holly Ridge, acting through their respective governing bodies, pursuant to the provisions of Article 1, Chapter 162A of the General Statutes of North Carolina, organized and incorporated the Authority as a vehicle to assist in providing a satisfactory supply of potable water and sewer collection/treatment for citizens of the member governments of the Authority; and,

WHEREAS, in furtherance of the purposes for which the Authority was created, the County and above referenced municipalities, with the exception of Jacksonville, leased to the Authority their water and sewer systems pursuant to long term Capital Lease Agreements and the Authority pursuant to Water and Sewer Service Agreements having terms concurrent with the Capital Lease Agreements, agreed with each such member government to meet the water and sewer needs of their citizens within the limitations of available supply; and

WHEREAS, the Authority's main offices are on Georgetown Road in the City of Jacksonville; and

WHEREAS, for the convenience of customers of the Authority located in or in the general vicinity of the Town, it was provided in the Water and Sewer Service Agreement with the Town that the Authority shall maintain facilities in the Town for the purpose of the bill payment and telephone communication from customers; and

WHEREAS, pursuant to N.C. Gen. Stat. § 162A-6 the Authority is authorized to enter into agreements with units of government relating to the operation of the Authority's utility systems; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The Town shall, at its sole cost and expense, perform certain duties on behalf of the Authority, such as collecting payment for services provided by the Authority. The exact functions to be performed by the Town are described on **EXHIBIT A** attached hereto and made a part hereof. The Town shall prominently display ONWASA's name on office doors and in other suitable locations on the exterior of the Town Hall premises as is reasonably necessary to advise the public that Authority administrative services are available at the Town Hall. The Authority shall be responsible for providing the Town with such computer, internet, technical support and supplies as necessary at the discretion of the Authority for the Town to perform its duties under this Agreement.
2. The Authority shall pay to the Town for services performed pursuant to this Agreement the sum of \$2,916.67 per month, payable on or before the 10th day of each month; provided, however the Authority may deduct from any monthly payment an amount equal to \$16.83 (35,000/2,080) for each hour in the previous month worked by Authority personnel in

performing any administrative services which the Town was obligated to perform pursuant to this Agreement.

3. In lieu of providing the services to the Authority set forth in paragraph 1 above, the Town may at time during the term of this Agreement request the Authority to set up a kiosk in the Town to provide services to the citizens. Should this request be made, the Authority shall, as soon as practicable, establish a kiosk in the Town to provide services. Beginning at the end of the month in which a kiosk is established in the Town, all payments provided in paragraph 2 above shall cease, and the Town shall have no further obligation to provide those services set forth in paragraph 1 above.
4. This Agreement shall continue in effect through June 2025. Either party may terminate this Agreement as of the end of any month by giving the other party at least 60 days notice in advance of the termination date. If a Town is providing services as set forth in paragraph 1 above, a decision to reduce operating hours would be at the discretion of the Authority's Member Governments hosting these satellite offices if Town Facilities are being utilized.
5. The Authority agrees on behalf of the Town to bill to any Authority customers any solid waste fees which such customers may also owe the Town. The Authority will collect such fees in the routine course and remit all payments to the Town. The Authority shall not be responsible for bringing any legal action or taking any extraordinary steps to collect amounts due the Town, other than billing for such charges and remitting any collections to the Town. All claims on account of the Authority billing for and collecting sewer and solid waste fees on behalf of the Town shall be made against the Town, and shall be the sole liability of the Town.
6. The Town and the Authority, in the performance of this Agreement, will be acting in an individual capacity and not as the employee, partner, joint venture, agent or associate of one another, except as may be expressly otherwise provided herein.
7. This Agreement may be modified only by a written agreement executed by both parties hereto.
8. This Agreement is not assignable by either party, by operation of law or otherwise.
9. This Agreement sets forth the entire agreement between the Authority and the Town and supersedes any and all other agreements on this subject between the parties.
10. In the event of any noncompliance of any term or terms of this Agreement by the Town, the Authority may, at its sole option, declare the Town in default and immediately terminate this Agreement.
11. The laws of the State of North Carolina shall control and govern this Agreement.
12. Any claims, disputes, or other controversies arising out of, and between parties to this Agreement which may ensue shall be subject to and decided by the appropriate division of the General Court of Justice in Onslow County, North Carolina.

IN WITNESS WHEREOF, the parties hereto, acting by and through their duly authorized representatives pursuant to the resolutions of their respective governing bodies, have caused this instrument to be executed as of the day and year first above written.

ONSWLOW WATER & SEWER AUTHORITY

By: Michael R. Bennett
(PRINT NAME/TITLE)

[Signature]

(SIGNATURE)



ATTEST:
Debrah Novis
ONWASA Clerk to the Board

TOWN OF SWANSBORO

By: John Davis, Mayor
(PRINT NAME/TITLE)

[Signature]

(SIGNATURE)



ATTEST:
Aime Under
Town Clerk

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

[Signature]
Chief Financial Officer

Exhibit A

DUTIES

- Collection of payments from customers
- Post payments to customers' accounts
- Process payments received in drop box
- Balance cash and make bank deposit daily
- Process applications for service at existing properties which includes collecting deposit and associated fees
- Process payments for reconnection of service terminated for non-payment and generate adjustment journal
- Generate service orders for termination of service requested by customer

**ONWASA 10 YEAR CAPITAL PLAN
2024 UPDATE**

No.	Project Description	Type	Service Area	YEARS 1-5 CAPITAL IMPROVEMENT NEEDS					YEARS 6 - 10	Project Total
				FY24	FY25	FY26	FY27	FY28	FY29-33	
	Buildings/Misc. Operational Projects									
CIP-035	Water & Sewer Operational Improvements (D+C)	R	Various	2,500,000		1,500,000			4,500,000	8,500,000
N/A	Disaster Recovery Response Contracts (C only)	R	Various		1,000,000		1,000,000		3,000,000	5,000,000
CIP-001	Building Roof Replacements (D+C)	R	Various	\$357,157	\$250,000	\$250,000	\$250,000		\$500,000	\$1,607,157
CIP-011	Emergency Power Systems Upgrades (D+C)	R	Various	982,911	1,482,911	500,000	500,000	250,000	1,500,000	5,215,822
	WATER SYSTEM									
	Raw Water and Monitoring Wells									
CIP-010	ORWRG Aquifer Study Monitoring Wells (D+C)	R	Various		175,000		150,000		300,000	625,000
	Union Chapel WTP									
CIP-025A	Union Chapel WTP Feasibility and New Well Sites (D+C)	E	Southwest	75,000	1,000,000	1,500,000	3,000,000		11,250,000	16,825,000
CIP-025B	Union Chapel Water Treatment Facility (D+C)	E	Southwest				36,000,000		96,000,000	132,000,000
	Water Distribution System - Renovation									
CIP-032	Topsail Island Booster Pumping Station (D+C)	R	Southeast	2,752,513						2,752,513
CIP-040	North Topsail Beach Water Tank (D+C)	R	Southeast	500,000	2,500,000	500,000				3,500,000
CIP-017	Highway 24 Regional Trunk Water Main (D+C)	R	Northeast	1,500,000	10,250,000	10,250,000				22,000,000
CIP-003	Water Main Interconnections, Phases 3 - 7 (D+C)	R	Various	300,000		500,000		500,000	1,500,000	2,800,000
CIP-037	Water Main Aerial Crossing Replacements, Phase 1 (D+C)	R	Various		1,238,741					1,238,741
CIP-004	SW Service Area Upgrades, Project 2 - Hwy 17 Trunk Main (D+C)	R	Southwest		250,000	500,000	5,100,000		16,200,000	22,050,000
CIP-018	Queens Creek Road Water Main Upgrades (D+C)	R	Northeast						5,400,000	5,400,000
CIP-019	Rocky Run Road Water Main Upgrades (D+C)	R	Northeast						6,500,000	6,500,000
CIP-038	Dixon WTP Expansion (D)	E	Various	300,000	5,000,000	15,000,000	10,000,000			30,300,000
CIP-039	Water Master Plan (D)	E	Various	150,000	250,000	250,000				650,000
CIP-041	Ocean Road Water Extension (D+C)	R	Southeast	500,000	100,000					600,000
	WASTEWATER SYSTEM									
	Northwest Regional Water Reclamation Facility									
N/A	Hurricane Florence Recovery (C only)	R	Northwest	48,942						48,942
	Southeast Regional WWTPs									
CIP-005	Summerhouse Interim Capacity Improvements (D+C)	R	Southeast	3,582,900						3,582,900
CIP-028	Capacity Improvements (Project To Be Determined)	E	Southeast	10,000,000			1,750,000	16,625,000		28,375,000
	Swansboro WWTP									
CIP-006A	Hwy 24 Utility Improvements - Wastewater Force Main (D+C)	E	Northeast	8,000,000	18,000,000	4,130,000				30,130,000

**ONWASA 10 YEAR CAPITAL PLAN
2024 UPDATE**

No.	Project Description	Type	Service Area	YEARS 1-5 CAPITAL IMPROVEMENT NEEDS					YEARS 6 - 10	Project Total
				FY24	FY25	FY26	FY27	FY28	FY29-33	
	WASTEWATER SYSTEM (cont.)									
	Wastewater Collection System - Renovation									
CIP-016	Pumping Station Assessments/Rehabilitation (D+C)	R	Various	500,000	1,000,000	1,000,000		1,000,000	3,000,000	6,500,000
CIP-033	Hargett Street & Shore Drive Pump Stations Rehabilitation (D+C)	R	Various	500,000	500,000					1,000,000
CIP-034	Piney Green Sewer Phase 2 - Hickory Grove Closure (C only)	R	Northeast	227,927						227,927
CIP-036	Mount Pleasant Road Pump Station Relocation (D+C)	R	Northeast	178,030	1,000,000					1,178,030
CIP-042	Ocean Road/ Jenkins Street Pump Station (D+C)	E	Southeast	750,000	3,500,000	250,000				4,500,000
	Wastewater Collection System - Expansion									
CIP-008	NW Plant - Kenwood/Bishops Ridge Service Extension (D+C)	E	Southwest					500,000	5,800,000	6,300,000
CIP-020	NW Plant - Liberty Park Road Service Extension (D+C)	E	Southwest					250,000	2,700,000	2,950,000
CIP-021	NW Plant - Hill Farms Service Extension (D+C)	E	Northwest					460,000	4,600,000	5,060,000
CIP-022	NW Plant - Denise Dr/Greystone Dr Service Extension (D+C)	E	Southwest					400,000	4,000,000	4,400,000
CIP-029	NW Plant - Plum Point Sewer Extension (D+C)	E	Southwest					400,000	4,400,000	4,800,000
CIP-030	Piney Green FM - Birchwood Park Service Extension (D+C)	E	Northeast					150,000	1,400,000	1,550,000
	Totals			\$33,255,380	\$42,246,652	\$20,880,000	\$47,750,000	\$20,535,000	\$172,550,000	\$368,167,032
							Total: Years 1-5	\$164,667,032		

Notes:

Chart does not reflect active projects funded in previous budget years.

All cost estimates are based on project information available at the time this report was prepared.

Actual costs for individual projects will not be final until contracts are awarded; estimated costs are for planning purposes only.

Type Codes: E - System Expansion Project R - Repair/Rehabilitation Project

D - Design, C - Construction

**Onslow Water & Sewer Authority
Budget Ordinance
Fiscal Year 2024-2025**

EXHIBIT B

BE IT ORDAINED by the Board of Directors of the Onslow Water & Sewer Authority, Jacksonville, North Carolina:

SECTION I. The following revenues are estimated to be available for the appropriations made for the Fiscal Year beginning July 1, 2024 and ending June 30, 2025:

Revenue	
Water Revenue	-
Sewer Revenue	\$30,927,000
System Development Fees - Water	12,982,991
System Development Fees - Wastewater	2,000,000
Operating Fees and Charges	1,500,000
Fund Balance Appropriated	2,246,052
Interest Income	5,103,810
Miscellaneous Income	2,200,000
	40,000
Total Revenue	<u>\$56,999,853</u>
Appropriations	
Administrative Departments	\$12,380,393
Operations Departments	29,791,560
Capital	5,103,810
Debt Service	9,724,090
Total Appropriations	<u>\$56,999,853</u>

SECTION II. Pursuant to NCGS 159-13.2, the following appropriations are hereby made. Expenditures authorized by these appropriations may occur over multiple fiscal years. The following revenue is estimated to be available in the fiscal year the expenditures occur.

Revenue	
Fund 40 Capital Projects	-
Fund 42 Capital Projects	\$31,082,389
	75,875,000
Total Revenue	<u>\$107,457,389</u>
Appropriations	
Building Roof Replacements	1,250,000
Disaster Recovery	1,000,000
Dixon WTP Expansion	300,000
Emergency Power Systems Upgrades	2,100,000
Hargett Street & Shore Drive Pump Station Rehabilitation	390,000
Holly Ridge & Summerhouse WWTPs Capacity Assessment	31,750,000
HWY 24 Regional Trunk Main Replacement	15,000,000
Kenwood/Bishop's Ridge Sewer Service Extension	2,325,000
North Topsail Beach Water Tank	3,000,000
Northwest Regional WRF Hurricane Florence	11,724,839
Piney Green Sewer Phase II – Hickory Grove Lagoon closure	1,234,790
Pumping Station Assessment/Rehabilitation	850,000
Regional Aquifer Study	175,000
Southwest Service Area Upgrades Project II	3,500,000
Summerhouse WRF Interim Capacity Projects	1,132,000

Water and Sewer Operational Improvements	7,085,000
Swansboro WWTP Renovation or Replacement	19,450,000
Topsail Island Booster Station	2,752,513
Water Supply Master Plan	150,000
Water Supply Planning and Development	1,988,247
Water Main Interconnections Phase II	300,000
Total Appropriations	<u>\$107,457,389</u>

SECTION III. The CEO/Executive Director (Budget Officer) is hereby authorized to transfer appropriations as contained in the line-item budget accounts under the following conditions:

- A. Budget Officer may transfer funds between line-item expenditures within a division or department as long as the original operating or capital project fund appropriation amount is not changed.
- B. Budget Officer may transfer funds between divisions as long as the original fund appropriation amount is not changed. An official report of any transfers must be made to the Board of Directors at its next regular meeting following any transfers.
- C. Budget Officer may not transfer any amounts between funds, except as approved by the Board of Directors by an amendment to the Budget Ordinance.
- D. Budget Officer shall at each regular Board Meeting provide a line-item Budget Revenue and Summary Expenditure report showing the prior month's fiscal activity and, in a form, so prescribed and accepted by the Board of Directors.
- E. Budget Officer may authorize and execute purchases, contract change orders and contracts for services not to exceed the dollar thresholds for formal bids set forth in the North Carolina Public Contracting Statutes for any one purchase, change order or service contract without the prior approval of the Board of Directors.
- F. Budget Officer shall authorize an ONWASA funded 401K match, not to exceed 3% for each contributing employee.
- G. Budget Officer shall implement a 3.5% COLA to the Pay Plan to include all active employees effective the first full pay period in July 2024.
- H. Budget Officer shall update the ONWASA Pay Plan to include 2.5% steps to continue the employee merit program.

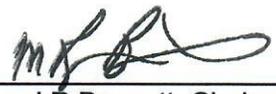
SECTION IV. Copies of the Budget Ordinance, the line-item chart of accounts, and the Organizational Chart shall be furnished to the CEO/Executive Director and Finance staff to be kept on file by them for their direction in the disbursement of funds in the name of the Onslow Water and Sewer Authority.

Adopted the 20th day of June 2024.

Attest:


Heather Norris, Clerk to the Board




Michael R Bennett, Chairman

**Onslow Water & Sewer Authority
Budget Ordinance
Fiscal Year 2024-2025**

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Interest Income	5,103,810
Miscellaneous Income	2,200,000
	40,000
Total Revenue	<u><u>\$56,999,853</u></u>
 Appropriations	
Administrative Departments	\$12,380,393
Operations Departments	29,791,560
Capital	5,103,810
Debt Service	9,724,090
Total Appropriations	<u><u>\$56,999,853</u></u>

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Fund 40 Capital Projects	-
Fund 42 Capital Projects	\$31,082,389
	75,875,000
Total Revenue	<u><u>\$107,457,389</u></u>
 Appropriations	
Building Roof Replacements	1,250,000
Disaster Recovery	1,000,000
Dixon WTP Expansion	300,000
Emergency Power Systems Upgrades	2,100,000
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Adopted the 20th day of June 2024.

Michael R Bennett, Chairman

Attest:

Heather Norris, Clerk to the Board



Fiscal Year 2024 - 2025
Approved Rate and Fee Schedule

Water

I. Residential & Commercial Customers

Base Water Charges	
Meter Size	Base Charge
3/4"	\$19.14
1"	\$47.80
1.5"	\$95.53
2"	\$152.77
2.5"	\$229.22
3"	\$305.60
4"	\$477.51
6"	\$955.01

Note - NC GS 2008-143 states all water to an irrigation system must be provided through an individually metered connection unless the requirements are met under NC GS 143-355.4.

II. User Fees

Usage(Gallons)	Water Meters 1,000 Gallons	Irrigation Meters 1,000 Gallons
First 3,000	\$4.42	\$6.62
Next 4,500	\$4.57	\$6.84
Next 7,500	\$5.91	\$8.90
Next 10,000	\$7.73	\$11.62
Over 25,000	\$9.07	\$13.64

Bulk Meter \$5.93 per 1,000 gallons

Sewer Bulk Fee By Contract Only

Volunteer Fire & Rescue Squads Primary Operations Building (water & sewer each):

0-20,000 gallons \$1.00 Flat Rate
Over 20,000 gallons Follow the applicable rates above

Sewer

III. Residential & Commercial Customers

User Fees*	Base Sewer Charges	
	Meter Size	Base Charge
\$8.83	3/4"	\$31.10
\$8.83	1"	\$77.96
\$8.83	1.5"	\$155.52
\$8.83	2"	\$248.83
\$8.83	3"	\$496.49
\$8.83	4"	\$774.45

*No sewer charges are billed for meters exclusively used for irrigation.

Water & Sewer

IV. Tap Installation Fees

Water	
Tap Size	Fee
3/4 x 5/8 tap	\$1,620
1"	\$1,910
1-1/2" & above	\$1,100 plus Materials
Sewer	
Tap Size	Fee
4" Residential Only	Cost plus 10%

V. System Development Fees

Meter Size	Water	Sewer
3/4"	\$2,063	\$4,460
1"	\$3,438	\$7,432
1.5"	\$6,877	\$14,867
2"	\$11,003	\$23,785
3"	\$22,005	\$47,570
4"	\$34,384	\$74,329
6"	\$68,766	\$148,656
8"	\$110,026	\$237,850
10"	\$165,039	\$356,775

VI. Water or Sewer Tap Inspection Fees

On site less than 4 hours during a work day \$150.00 Per Site, Per Customer

On site more than 4 hours during a work day \$300.00 Per Site, Per Customer

VII. Private Utility Billing (Water/Wastewater)

By Contract Only

VIII. Deposits

Meter Size	Deposit for Water	Deposit for Sewer
3/4"	\$100	\$100
1"	\$200	\$200
1.5"	\$340	\$340
2"	\$490	\$490
3"	\$1,080	\$1,080
4"	\$1,370	\$1,370
6"	\$2,740	\$2,740
8"	\$4,925	\$4,925
10"	\$7,685	\$7,685
12"	\$9,680	\$9,680

Standing Deposits(Contractors & Realtors) \$500.00

3/4" Hydrant Meter Assembly \$500.00

3" Hydrant Meter Assembly \$2,000.00

Water & Sewer - Continued

IX. Miscellaneous Charges	
Administrative Service Fee	\$40.00
Service Call Fee	\$50.00 per account (1st visit per account per year is at no charge - Does not apply to reconnect after disconnection)
Meter Downsize Fee	\$250.00 plus cost of materials
Manual Meter-Read Fee	\$50.00 per manual read
Credit Letters/Property	\$5.00
Connect Fee	\$35.00
Non-Payment Fee	\$60.00
Late Fee	\$6.00 up to \$120.00 balance due \$6.00 plus 5% of balance due >\$120.00 assessed 25th day from statement date
Lock Replacement Fee	\$6.00
Meter Test	\$65.00
After Hours, Monday-Friday (except for Holidays)	
After 4:00 pm until 7:00 pm	\$55.00
After 7:00 pm	\$100.00
After Hours, Weekends and Holidays Service Call	
8:00 am until 7:00 pm	\$55.00
After 7:00 pm	\$100.00
Landlord Transfer Fee	\$20.00
Inspection fee prior to start of service:	
1st Visit	No Charge (Residential & Commercial)
Every visit after the 1st	\$60.00
Plan Review Fee of Developer's Project Plans	
Plans with main extension(s)	\$150.00 more than 100 lots
Plans with main extension(s)	\$100.00 less than 100 lots
Plans with no main extension(s)	\$50.00
Plan Re-review Fee	Same as Plan Review Fees
Hydrant Flow Test Data	\$75.00 per test
Flush/Fill/Chlorinate	\$3.75 per 1,000 gallons
Plat Review Fee of Developer's Project Plans	
1st Review	No Charge
Every review after the 1st	\$50.00
Backflow Inspection Fee	
1st Visit	No Charge (Residential & Commercial)
Every visit after the 1st	\$60.00 (each time Residential & Commercial)
Hydrant Meter Test for damaged meters	\$100.00 plus cost of replacement parts
Meter Relocation Fee	
No new tap required	\$325.00 plus cost of materials
New tap required	See Tap Fees

Water & Sewer - Continued

X. Administrative Fees

Returned Payment	\$25.00 each
Copies (8 1/2 x 11)	\$0.10 per page

XI. Administrative Fees - Continued**Monthly Fire Connection Charge (Sprinkler Head)**

1" sprinkler connection	\$40.00 per month
1 1/2" sprinkler connection	\$45.00 per month
2" sprinkler connection	\$50.00 per month
4" sprinkler connection	\$60.00 per month
6" sprinkler connection	\$80.00 per month
8" sprinkler connection	\$150.00 per month
10" sprinkler connection	\$300.00 per month
12" sprinkler connection	\$450.00 per month

XII. Map Fees

Map File Preparation \$35.00

Size	Color/Ortho	B/W/TOPO	Property Lines
8.5 x 11	\$5.00	\$3.00	\$2.00
11 x 17	\$8.00	\$5.00	\$2.00
24 x 36	\$20.00	\$10.00	\$6.00
36 x 48	\$25.00	\$15.00	\$8.00

XIII. Service/Repair Fees**Materials:**

Pipe and accessories will be charged out at the cost listed on the most current Onslow Water and Sewer Authority Inventory Sheet on file plus a 2% administrative fee.

Equipment Cost Per Hour:

Excavator	\$39.07
Trailer Equipment	\$16.99
Dump Truck (325 HP) (320HP)	\$73.31
Trencher (>85 HP)	\$29.85
Backhoe (>95 HP)	\$43.91
Line Truck (210 HP)	\$25.53
Pickup (130 HP)	\$11.75
Pump (>60 HP)	\$26.88
Light Tower	\$10.56
Asphalt Roller	\$12.84
Sewer Vac-Tron	\$86.29
Sewer Jetter (>100 HP)	\$60.00
Sewer Jet/Vac Combo Truck	\$88.16
Main Line Camera Equipment	\$14.00 per hour
Sewer Lateral Camera Equipment	\$3.00 per foot

Surface restorations-gravel, soil/erosion contr: \$200.00

Sewer Boring Charge-based on contract price per foot

Rental charges for additional equipment (if needed) will be charged at the rate ONWASA is paying to rent the equipment plus a 2% administrative fee.

Water & Sewer - Continued

XIV. Service/Repair Fees - Continued

Labor and Benefits:

Hourly Rate
Average hourly rate + 30%

Overtime Rate
Average hourly rate by 1.5 + 30%

Water Loss Charges:

Water charges are based on the following formula:

$Q(\text{GPM}) \times \text{time} = \text{Total Gallons}$

$\text{TGL} \times \$\text{Bulk Rate}/1,000 = \text{Total Water Loss Charges}$



Michael R. Bennett, Chairman



Adopted the 20th day of June 2024.

Attest:



Heather Norris, Clerk to the Board



April 23, 2024

Mr. Franky Howard
Chief Executive Officer
Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, NC 28540

Subject: Modification of Water and Sewer System Development Fees

Dear Mr. Howard:

In April 2023 Raftelis Financial Consultants, Inc. (“Raftelis”) completed an evaluation to develop cost-justified water and sewer system development fees for fiscal year (“FY”) 2024 for consideration by Onslow Water and Sewer Authority (“ONWASA”). The fees were calculated based on an approach for establishing system development fees set forth in North Carolina General Statute 162A Article 8 – “System Development Fees.”. The results of the analysis were documented in a report dated April 21, 2023.

Per the report, the Combined method was used to calculate the water and sewer system development fees for ONWASA, since in general, ONWASA’s existing water and sewer treatment facilities have some capacity to accommodate anticipated future growth and the capital improvements projects in the near-term are adding additional capacity to serve new customers. The following steps were completed to calculate the fees under the Combined Method: **[Note: Step 3]**

1. The replacement value of existing system facilities was calculated, and adjustments were made to derive a net replacement value estimate in accordance with Article 8. Adjustments to the calculated replacement value included deducting accumulated depreciation, developer contributions, and a portion of outstanding debt. The growth-related capital improvement projects were incorporated into the total system value, making adjustments to the calculated value to account for future debt to fund the projects. A combined net system value was calculated by adding together the net system asset replacement value (net of contributions) and the growth-related capital spending (net of grants), and subtracting the current outstanding principal and the future borrowing net present value.
2. The unit cost of system capacity was estimated by dividing the calculated system value from step 3 by the total capacity of the system. This includes the current capacity of the system (minus any capacity reserved for others by contract) plus any capacity added by the capital projects.
3. The amount of capacity assumed to be demanded by one service unit of new development was identified. One equivalent residential unit (“ERU”) was defined as the smallest service unit of new development.
4. The system development fee for one service unit of development was calculated by multiplying the cost per unit of system capacity by the capacity associated with one ERU, as defined below.

Onslow Water and Sewer Authority

- The calculated system development fee for one ERU was scaled for different categories of demand. Meter capacity ratios were used to scale system development fees from a base meter size, or the smallest unit of new development (one ERU), to different categories of demand, as defined by the different customer meter sizes.

It is Raftelis' understanding that ONWASA has recently made the decision to modify the capacity associated with one equivalent residential unit (ERU), defined as the smallest service unit of new development, for its water and sewer system. ONWASA had previously used 300 gallons per day per service unit for its water and sewer system engineering for planning purposes. ONWASA is now modifying this amount to reflect a reduced planning number of 225 gallons per day per service unit for sewer¹ and 208 gallons per day service unit for water².

To calculate the water and sewer system development fees based on this new level of sewer service, the cost per unit of water and sewer system capacity calculated in the original analysis (\$9.94 and \$19.82 per gallon per day for water and sewer, respectively) is multiplied by the revised capacity demanded by one ERU, as shown below.

Table 1: Calculation of Water and Sewer System Development Fees for One ERU

Description	WATER SYSTEM	SEWER SYSTEM
Net System Value	\$173,408,475	\$123,756,829
System Capacity (MGD)	17.44	6.24
Unit Cost of Capacity (\$ / gallon, per day)	\$9.94	\$19.82
Capacity Required for 1 ERU (gallons per day)	208	225
System Development Fee per ERU	\$2,063	\$4,460

The fee for one ERU of sewer capacity, which is equivalent to the 3/4" meter system development fee, becomes the building block for system development fees for larger meter sizes and categories of demand. Larger meter size fees are scaled off of the 3/4" meter using water meter capacity ratios. The scaling factors were based on rated meter capacities for each meter size, as published by the American Water Works Association in Principles of Water Rates, Fees, and Charges.³ The meter scaling factors are shown below with the newly calculated water and sewer system development fees.

¹ The sewer system service unit of 225 is based on 75 gallons per bedroom and the assumption of a three-bedroom home. Section 18 of Session Law 2023-137 modified the wastewater design flow rates in 15ANCAC02T.0114(b).

² The water system service unit of 208 is calculated based on the average water use for residential customers of 132 gallons per day (based on billing records), multiplied by the water system's average max day factor of 1.36 and the water system's average water loss factor of 1.16.

³ Manual of Water Supply Practices (M1), Principles of Water Rates, Fees, and Charges, American Water Works Association, 7th Edition, Table B-2 on p. 386.

Onslow Water and Sewer Authority

Table 2. Meter Capacities by Meter Size

Meter Size	Water Fee	Sewer Fee
3/4"	\$ 2,063	\$ 4,460
1"	\$ 3,438	\$ 7,432
1-1/2"	\$ 6,877	\$ 14,867
2"	\$ 11,003	\$ 23,785
3"	\$ 22,005	\$ 47,570
4"	\$ 34,384	\$ 74,329
6"	\$ 68,766	\$ 148,656
8"	\$ 110,026	\$ 237,850
10"	\$ 165,039	\$ 356,775

The system development fees shown in Table 2 represent the maximum cost justified level of system development fees that can be assessed by ONWASA per Article 8. If ONWASA chooses to assess fees that are less than those shown in the table, the adjusted fee amounts should still reflect the scaling factors by meter size, as shown in Table 6.

We appreciate the opportunity to assist ONWASA with the calculation of its system development fees. Should you have questions or need any additional information, please do not hesitate to contact me at 704-373-1199.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.



Elaine Conti
Executive Vice President

**ONSLow WATER & SEWER AUTHORITY
HWY 24 UTILITY IMPROVEMENTS – WASTEWATER FORCE MAIN
PROJECT NUMBER CIP-006A**

PROJECT ORDINANCE

BE IT ORDAINED by the Board of Directors of Onslow Water & Sewer Authority (ONWASA) that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Hwy 24 Utility Improvements - Wastewater Force Main Project is hereby adopted:

Section I.

The Hwy 24 Wastewater Force Main project consists of the completion of design, permitting, and construction of a new 18-inch diameter sewer force main and associated pumping station(s) to connect the Town of Swansboro area collection system to an existing ONWASA pump station located at the Piney Green Gate of Marine Corps Base Camp Lejeune (MCBCL). The total estimated length of the force main is approximately 36,000 linear feet(lf) and two new pumping stations will be constructed along with the rehabilitation of two existing pump stations. This project will provide additional wastewater treatment capacity necessary to address anticipated growth in the Swansboro area by sending all wastewater flow to MCBCL for treatment under an existing service agreement with ONWASA. Bids have been received on the two phases of the construction portion of this project. Phase I A bids were received for the completion of the wastewater force main at approximately 9.6 million and Phase 1B bids were received for the completion of the pump stations at approximately 19.4 million.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Hwy 24 Utility Improvements - Wastewater Force Main, Project Number CIP-006A.

Section III.

The following revenue is anticipated to be available to complete the project:

Future Financing	\$30,130,000
Total	<u>\$30,130,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin, Permits	\$ 1,000,000
Construction	\$ 29,130,000
Total	<u>\$ 30,130,000</u>

Section V.

The Finance Officer is hereby directed to maintain within the Water & Sewer Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations and in accordance with generally accepted accounting procedures.

Section VI.

The Finance Officer is directed to report monthly on the financial status of the project and on the total revenues received.

Section VII.

The Budget Officer is directed to include an analysis of past and future costs and revenues on this project as a part of every budget submission made to this Board.

Section VIII.

Copies of this Hwy 24 Wastewater Force Main Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 20th day of June 2024.



ONLOW WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS



Michael R. Bennett, Chairman



Heather Norris, Clerk to the Board

Project Ordinance
Hwy 24 Utility Improvements - Wastewater Force Main
Project Number CIP-006A
Budget Amendment
June 20, 2024

Budget Amendment

Department Number	General Ledger Name	General Ledger Number	Amount
8212	Revenue –Future Financing	3809940	\$31,000,000
8212	Expenditure – Professional Services	8209700	\$1,000,000
8212	Expenditure - Construction	8305800	\$30,000,000

**ONSLow WATER & SEWER AUTHORITY
SOUTHEAST REGIONAL WWTP CAPACITY IMPROVEMENTS
PROJECT NUMBER CIP-028**

PROJECT ORDINANCE

BE IT ORDAINED by the Board of Directors of Onslow Water & Sewer Authority (ONWASA) that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Southeast Regional WWTP Capacity Improvements Project is hereby adopted:

Section I.

Southeast Regional WWTP Capacity Improvements Project shall consist of the design and construction of transmission lines between the Summerhouse WWTP, Holly Ridge WWTP, and the North Topsail WWTP.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Southeast Regional WWTP Capacity Improvements Project, Project Number CIP-028.

Section III.

The following revenue is anticipated to be available to complete the project:

ARPA Funds	\$10,000,000
Future Financing	\$18,375,000
Total	<u>\$28,375,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin, Permits	\$ 2,000,000
Construction	\$ 26,375,000
Total	<u>\$ 28,375,000</u>

Section V.

The Finance Officer is hereby directed to maintain within the Water & Sewer Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations and in accordance with generally accepted accounting procedures.

Section VI.

The Finance Officer is directed to report monthly on the financial status of the project and on the total revenues received.

Section VII.

The Budget Officer is directed to include an analysis of past and future cost and revenues on this project as a part of every budget submission made to this Board.

Section VIII.

Copies of this Southeast Regional WWTP Capacity Improvements Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 20th day of June 2024.



ON SLOW WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS

Michael R. Bennett, Chairman

Heather Norris, Clerk to the Board

Project Ordinance
Southeast Regional WWTP Capacity Improvements Project
Project Number CIP-028
Budget Amendment
June 20, 2024

Budget Amendment

Department Number	General Ledger Name	General Ledger Number	Amount
8210	Revenue – ARPA Funding Southeast	3859400	\$10,000,000
8210	Revenue – Future Financing	3809940	\$18,375,000
8210	Expenditure – Professional Services	8209500	\$2,000,000
8210	Expenditure - Construction	8275800	\$26,375,000

**ONSIOW WATER & SEWER AUTHORITY
DIXON WATER TREATMENT PLANT EXPANSION PROJECT
PROJECT NUMBER CIP-038**

AMENDED PROJECT ORDINANCE

BE IT ORDAINED by the Board of Directors of Onslow Water & Sewer Authority (ONWASA) that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Dixon Water Treatment Plant Expansion Project is hereby adopted:

Section I.

The Dixon Water Treatment Plant Expansion Project shall consist of: the review of prior studies and system information; evaluating the water quality of existing and proposed raw water sources; assessing existing plant treatment systems and determining suitable methods for expansion of treatment capacity from 4.0 to 6.0 MGD; and, investigating future plant modifications necessary to comply with pending PFAS regulations. The resulting information will be used to determine future capital improvement plan needs and apply for outside sources of funding to complete that work.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Dixon Water Treatment Plant Expansion Project, Project Number CIP-038

Section III.

The following revenue is anticipated to be available to complete the project:

NCDEQ – ARPA Grant Proceeds	\$ 250,000
Fund Balance	\$ 100,000
Total	<u>\$ 350,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin.	\$ 350,000
Total	<u>\$ 350,000</u>

Section V.

The Finance Officer is hereby directed to maintain within the Water & Sewer Fund sufficient specific detailed accounting records to provide the accounting required by federal and state regulations and in accordance with generally accepted accounting procedures.

Section VI.

The Finance Officer is directed to report monthly on the financial status of the project and on the total revenues received.

Section VII.

The Budget Officer is directed to include an analysis of past and future cost and revenues on this project as a part of every budget submission made to this Board.

Section VIII.

Copies of this Dixon Water Treatment Plant Expansion Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 20th day of June 2024.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS



A handwritten signature in black ink, appearing to read "M. Royce Bennett".

Michael Royce Bennett, Chairman

A handwritten signature in black ink, appearing to read "Heather Norris".

Heather Norris, Clerk to the Board

Amended Project Ordinance
 Dixon Water Treatment Plant Expansion Project
 Project Number CIP-038
 Budget Amendment
 June 20, 2024

Budget Amendment Fund 61

Department Number	General Ledger Name	General Ledger Number	Amount
	Fund Balance Appropriated	3919940	\$ 50,000
9910	Transfer to Capital Projects	8000040	\$ 50,000

Budget Amendment Fund 40

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – Transfer from Operating	3709995	\$ 50,000
8790	Expenditure – Professional Services	8890400	\$ 50,000

**STATE OF NORTH CAROLINA
DEPARTMENT OF ENVIRONMENTAL QUALITY
DIVISION OF WATER INFRASTRUCTURE**

Funding Offer and Acceptance

Legal Name and Address of Award Recipient

Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, North Carolina 28540

Project Number(s): SRP-W-ARP-0189

Assistance Listing Number: 21.027

Unique Entity ID Number: J47ELEAMLTK1

Funding Program

	<input type="checkbox"/>	Additional Amount for Funding Increases	Previous Total	Total Offered
Drinking Water	<input type="checkbox"/>			
Stormwater	<input type="checkbox"/>			
Wastewater	<input checked="" type="checkbox"/>			
State Revolving Fund-Repayable Loan	<input type="checkbox"/>			
State Revolving Fund-Principal Forgiveness	<input type="checkbox"/>			
State Reserve Loan	<input type="checkbox"/>			
State Reserve Grant	<input type="checkbox"/>			
State Reserve Earmark (S.L. 2023-134)	<input type="checkbox"/>			
American Rescue Plan Act - SRP-ARPA	<input checked="" type="checkbox"/>			\$10,000,000

Project Description:

Southeast Wastewater Treatment Plant

Total Financial Assistance Offer: \$10,000,000
Total Project Cost: \$26,385,000
Estimated Closing Fee*: \$0
For Loans
Interest Rate: n/a
Maximum Loan Term: n/a

**Estimated closing fee calculated based on grant and loan amount.*

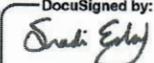
Pursuant to North Carolina General Statute 159G:

- The applicant is eligible under Federal and State law,
- The project is eligible under Federal and State law, and
- The project has been approved by the Department of Environmental Quality as having sufficient priority to receive financial assistance.

The Department of Environmental Quality, acting on behalf of the State of North Carolina, hereby offers the financial assistance described in this document.

For The State of North Carolina:

**Shadi Eskaf, Director, Division of Water Infrastructure
North Carolina Department of Environmental Quality**

DocuSigned by:  6300A872077B4C5... Signature	2/23/2024 Date
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On Behalf of:

Onslow Water and Sewer Authority

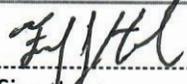
Name of Representative in Resolution:

Franky J. Howard

Title (Type or Print):

CEO

I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Financial Award Offer and will comply with the attached Assurances and the Standard Conditions.

 Signature	6-20-24 Date
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APPLICABLE STANDARD CONDITIONS**Project Applicant: Onslow Water and Sewer Authority****Project Number(s): SRP-W-ARP-0189**

1. Acceptance of this Funding Offer does not exempt the Recipient from complying with requirements stated in the U.S. Treasury's Final Rule for the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and the SLFRF Compliance and Reporting Guidance not explicitly referred to in this document and any future requirements implemented by the U.S Treasury.
2. Acquisition of Real Property must comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended. The applicant shall certify that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project using a certification form provided by DEQ.
3. Specific MBE/WBE (DBE) forms and instructions are provided that are to be included in the contract specifications. These forms will assist with documenting positive efforts made by recipients, their consultants and contractors to utilize disadvantaged businesses enterprises. Such efforts should allow DBEs the maximum feasible opportunity to compete for subagreements and subcontracts to be performed. Documentation of efforts made to utilize DBE firms must be maintained by all recipients, and construction contractors, and made available upon request.
4. Subrecipients shall fully comply with Subpart C of 2 CFR Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business with Other Persons," as implemented and supplemented by 2 CFR Part 1532. Recipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 CFR Part 180, entitled "Covered Transactions," includes a term or condition requiring compliance with Subpart C. Recipient is responsible for further requiring the inclusion of a similar term or condition in any subsequent lower tier covered transactions. Subrecipients may access suspension and debarment information at: <http://www.sam.gov>. This system allows subrecipients to perform searches determining whether an entity or individual is excluded from receiving Federal assistance.
5. Projects with a total cost of \$10,000,000 or more must meet U.S. Treasury requirements for prevailing wage rates, project labor agreements, and related requirements. Recipients can either certify meeting the requirements or provide plans and reports as the SLFRF Compliance and Reporting Guidance specifies.
6. The Uniform Guidance 2 CFR 200.317 through 2 CFR 200.327 gives minimum requirements for procurement, with 2 CFR 200.319(b) addressing engineering services procurement guidelines. ARPA-funded projects must also adhere to North Carolina State law, specifically NC General Statute 143-64.31, Article 3D Procurement of Architectural, Engineering, and Surveying (A/E) Services. NCGS 143-64.32 cannot be used to exempt funding recipients from a qualification-based selection for A/E. The State provides applicable certification forms that must be completed prior to receiving funds for any engineering services covered under this funding offer.
7. Local government units designated as distressed must complete associated requirements of statute §159G-45(b).
8. Funds made available by the ARPA that are not disbursed to the entity accepting the funds in this document by December 31st, 2026, will no longer be available for the project. Unused Federal funds will revert from the State of North Carolina to the U.S. Treasury.

ASSURANCES**Project Applicant: Onslow Water and Sewer Authority****Project Number(s): SRP-W-ARP-0189**

1. The Applicant intends to construct the project or cause it to be constructed to final completion in accordance with the Application approved for financial assistance by the Division. The recipient acknowledges that in the event a milestone contained in the Letter of Intent to Fund is missed, the Department of Environmental Quality will rescind this Funding Offer.
2. The Applicant is responsible for paying for the costs ineligible for ARPA funding.
3. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.
4. The Applicant will provide and maintain adequate engineering supervision and inspection.
5. The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three years following completion of the project.
6. All ARPA funds shall be expended solely for carrying out the approved project, and an audit shall be performed in accordance with G.S. 159-34. Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the Standard Conditions of this Award. The Applicant agrees to make prompt payment to its contractor, and to retain only such amount as allowed by North Carolina General Statute.
7. The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State. Please note that the State is not a party to the construction contract(s) and the Applicant is expected to uphold its contract obligations regarding timely payment.
8. Funds must be fully spent (i.e., fully disbursed to the recipient) by December 31, 2026.
9. The applicant acknowledges that loan funds contained in this Funding Offer require approval from the North Carolina Local Government Commission before they can be disbursed.

**RESOLUTION BY
ONslow WATER & SEWER AUTHORITY (ONWASA) BOARD OF DIRECTORS**

WHEREAS, The Onslow Water and Sewer Authority (ONWASA) has received funding from the American Rescue Plan (ARP) funded from the State Fiscal Recovery Fund was established in S.L. 2021-180/2022-74 to assist eligible units of government with meeting their water/wastewater infrastructure needs, and

WHEREAS, the North Carolina Department of Environmental Quality has offered American Rescue Plan (ARP) funding in the amount of \$10,000,000 to perform work detailed in the submitted application, and

WHEREAS, The Onslow Water and Sewer Authority (ONWASA) intends to perform said project in accordance with the agreed scope of work,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE
ONslow WATER AND SEWER AUTHORITY:**

That the Onslow Water and Sewer Authority does hereby accept the American Rescue Plan Grant offer of \$10,000,000.

That the Onslow Water and Sewer Authority does hereby give assurance to the North Carolina Department of Environmental Quality that any Conditions or Assurances contained in the Award Offer will be adhered to.

That Franky J. Howard, Chief Executive Officer, and successors so titled, is hereby authorized and directed to furnish such information as appropriate State agency may request in connection with this project; to make the assurances as contained above; and to execute such other documents as may be required by the Division of Water Infrastructure.

Adopted this the 20th of June, 2024 at Jacksonville, North Carolina.



Michael R. Bennett
Chairman, ONWASA Board of Directors

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Heather Norris, Clerk to the Board of ONWASA, does hereby certify: That the above/attached resolution is true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the ONWASA Board of Directors duly held on the 20th day of June 2024; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 20th day of June 2024.

Heather W. Norris
Heather W. Norris, Clerk to the Board





REQUEST FOR BID
TITLE:

Dixon WTP Filter & Softener Tank Rehab RFB

FORMAL RFB

Date of Issue: July 19, 2023

Bids Due: August 1, 2023

For more information contact:
Dawn Taylor, Acting Chief Finance Officer
228 Georgetown Road
Jacksonville, North Carolina 28540
Phone (910) 937-7567
Email: dtaylor@onwasa.com

**Onslow Water & Sewer Authority
Dixon WTP Filter & Softener Tank Rehab RFB
Instructions for Contractors**

Bids will be received by the Onslow Water & Sewer Authority (hereinafter referred to as ONWASA), to include all permits, labor, equipment and materials necessary to perform all tasks described in the Scope of Work (Exhibit 1), including: removal and disposing of existing media; performing a visual inspection of each tank and repairing defective areas (including spot and patch welding) as needed; preparing and painting interior surfaces; pressure testing; and installing new media in a total of four (4) steel tank filter vessels and one (1) steel tank softener vessel as specified in this Request for Bids (hereinafter referred to as RFB). Sealed bids will be received **until 2:00 pm on August 1, 2023**, at Onslow Water & Sewer Authority, 228 Georgetown Road; Jacksonville, North Carolina. This work will be performed at the Dixon Water Treatment Plant (WTP) at 6661 Wilmington Hwy, Holly Ridge, NC 28445. Work is to begin within seven (7) calendar days from the receipt of Notice to Proceed and all work on the project shall be completed and the tanks ready for service within 90 calendar days of that date.

Bids must be submitted on the Bid Pricing Form (Exhibit 2) which is included as part of this RFB Package and must be completed in its' entirety.

Quoted price should not include any sales or use taxes but should only reflect the actual bid price of the service and materials.

Contractors submitting a bid are hereby notified that NC General Statutes relating to licensing of contractors will be observed in receiving bids and awarding Contracts.

The use of subcontractors is not permitted on this project.

ONWASA reserves the right to reject any or all bids, to waive informalities, and to accept any bid which, in the opinion of ONWASA, appears to be in its best interest, or to award this contract in part or in total.

Bids will be evaluated by determining the lowest responsive, responsible bidder considering:

- Bidder ability and capacity to provide the designate materials.
- Bidders price for work.
- Character, integrity, reputation, judgment, experience, and efficiency of bidder.

All bids shall be notarized. Bidders responding to this RFB are hereby notified that North Carolina General Statutes relating to licensing of contractors will be observed in receiving bids and awarding contracts.

This RFB and all Bidder responses are considered public information after the contract is awarded, except for trade secrets specifically identified in writing by the Bidder, which will be handled according to North Carolina State Statute or other laws. Any section of the Bidder's response package that is deemed to be a trade secret by the Bidder shall be submitted in a separate envelope clearly marked "TRADE SECRET INFORMATION- DO NOT DISCLOSE."

Information for Bidders

1. Scope of Work

The Bidder shall provide all permits, labor, equipment and materials necessary to perform all tasks described in the Scope of Work (Exhibit 1), including: removal and disposing of existing media; performing a visual inspection of each tank and repairing defective areas (including spot and patch welding) as needed; preparing and painting interior surfaces; pressure testing; and installing new media in a total of four (4) steel tank filter vessels and one (1) steel tank softener vessel as specified in this Request for Bids (hereinafter referred to as RFB). Sealed bids will be received **until 2:00 pm on August 1, 2023**, at Onslow Water & Sewer Authority, 228 Georgetown Road; Jacksonville, North Carolina. This work will be performed at the Dixon Water Treatment Plant (WTP) at 6661 Wilmington Hwy, Holly Ridge, NC 28445.

A mandatory site visit will be held at 6661 Wilmington Hwy, Holly Ridge, NC 28445, Tuesday, July 25, 2023, at 2:00 pm to give prospective bidders an opportunity to physically inspect the work location prior to submitting a proposal. Bidders who fail to attend the mandatory site visit shall have their bids rejected as non-responsive.

Bids must be recorded on the Bid Pricing Form (Exhibit 2). ONWASA's Standard Contract is included in this RFB (Exhibit 4).

Time of Performance

As time is of the essence in completing this project, after receiving a written Notice to Proceed from ONWASA all work on the project shall be completed within ninety consecutive calendar days.

The Contractor shall at all times during the continuance of the Contract perform the work with such resources as are sufficient to complete the work within the time specified. The Contractor must have the ability to bring in additional equipment as necessary, should any onsite equipment require repairs that extend beyond five (5) calendar days.

Errors/Deficiencies

Contractor shall immediately, without additional compensation, make any corrections regarding inferior or incomplete work or materials furnished under any contract issued as a result of this solicitation, if it is determined by ONWASA that the Contractor is responsible for the errors or deficiencies.

Additional Work

Any additional work or repair identified outside of the Scope of Work shall be described and a quote shall be submitted for review and approval. The Contractor must have written authorization to proceed from ONWASA prior to performing any work.

Warranties

The warranty period for the filter and softener tank rehab shall begin upon acceptance of the completed work by ONWASA. The warranty shall be for no less than ninety (90) days for workmanship and provide full manufacturer's warranty period on materials.

Acceptance

Acceptance of the filter and softener work will not be made until all work is completed.

2. Submittal of Bids

Bids must include Bid Pricing Form, Certificate of Insurance, E-Verify, Vendor Form addressed to:

Onslow Water & Sewer Authority
 Dixon WTP Filter & Softener Tank Rehab
 Finance Office – Attention Dawn Taylor
 228 Georgetown Road
 Jacksonville NC 28540

Bids may be received prior to the date and time of the bid opening. It is the Bidders responsibility to ensure that the bid is received by ONWASA prior to the hour and date specified in this RFB. Any bids received after that hour and date will be returned unopened.

3. Price for Work

Bids should be placed using the Bid Pricing Form (Exhibit 2) provided in the RFB.

4. Addenda

Any addendum issued prior to the date set forth for bid submittal shall be covered in the bid and shall be made a part of the contract. It is the responsibility of the Bidder to be aware of information issued in the form of addendum. Receipt of any and all addenda issued shall be acknowledged by Bidder in the space provided on the Bid Pricing Form.

5. Interpretation of Documents

If any Bidder submitting a bid is in doubt as to the true meaning of any part of this RFB or finds discrepancies or omissions in the RFB, he may submit a request for an interpretation or correction to ONWASA's Finance and Purchasing Supervisor. Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of such addendum will be posted on ONWASA's website. ONWASA will not be responsible for any other explanations or interpretations of the documents. Receipt of addenda should be noted on the Bid Pricing Form (Exhibit 2).

Any questions pertaining to the Scope of Work or the ONWASA Specifications should go to Dawn Taylor, Acting Chief Finance Officer via email at dtaylor@onwasa.com.

6. Withdrawal of Bid

Any Bidder may withdraw their bid, either personally or by written request, at any time prior to the scheduled time for receipt of bids. Bids shall remain valid for a period of ninety (90) days after submittal.

7. Award or Rejection of Bids

If a contract is awarded, ONWASA will award to the lowest, responsive, responsible Bidder whose bid, in ONWASA's opinion, best complies with the criteria outlined in this RFB taking into consideration price, methodology, quality, performance and the time specified in the bids for the performance of the contract.

ONWASA reserves the right to accept or reject any or all bids if it is deemed best for the public good, and to waive any informality in the bids received.

8. Performance and Payment Bond

The selected Contractor will be required to furnish a performance and payment bond for 100% of the project cost within ten (10) days after the contract has been activated and a Notice of Award has been issued by ONWASA. The project amount will be the total amount of the lowest responsive, responsible RFB accepted by ONWASA. The performance and payment bond shall continue throughout the project purchase order execution period of performance and for one year after the full scope of work is completed.

The Performance Bond and the Payment Bond shall be executed by one or more surety companies legally authorized to do business in the State of North Carolina and shall become effective upon activation of the contract and issuance of a Notice to Proceed by the ONWASA. The surety bonds must be in the form outlined in N.C.G.S. 44A-33 without any variations therefrom or in any other form authorized by N.C.G.S. The Contractor will be solely responsible for any costs associated with obtaining bonds; bond premiums will not be reimbursed by ONWASA.

9. Issuance of Contract

A contract will be issued to the selected Bidder. ONWASA's terms and conditions for this type of work are provided in ONWASA's Standard Contract Language (Exhibit 4).

10. Minority Business Participation and Non-Discrimination

The successful Contractor, and any subcontractor under him, shall be required to ensure that minority and women owned business enterprises will be provided equal opportunity to submit bids for subcontracts to the maximum extent feasible. Further, there shall be no discrimination in employment practices on the basis of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status, or sex.

11. Insurance

Bidder must include with their bid a Certificate of Insurance showing coverage limits as outlined in ONWASA's Standard Contract Language (Exhibit 4).

12. Issuance of Purchase Order

A Purchase Order will be issued to the selected Contractor.

13. Contract Administration

The selected Contractor will coordinate all activities covered by the Contractor with James McDonnel by phone (910)937-7563 or jmcdonnel@onwasa.com. The selected Contractor shall receive approval from ONWASA prior to performing the work.

14. E-Verify/ Iran Divestment

The Bidder shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes by filling out the E-Verify Affidavit (Exhibit 5). By acceptance of this contract, the Contractor affirms they are not listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 143-6A-4, Iran Divestment Act Certification.

15. Vendor Form

The Bidder shall complete the Onslow Water and Sewer Authority Vendor Form (Exhibit 6) and include with submission of Bid.

**Exhibit 1 – Scope of Work
Dixon WTP Filter & Softener Tank Rehab RFB**

The Bidder shall provide shall provide all permits, labor, equipment and materials necessary to perform all tasks described in the Scope of Work (Exhibit 1), including: removal and disposing of existing media; performing a visual inspection of each tank and repairing defective areas (including spot and patch welding) as needed; preparing and painting interior surfaces; pressure testing; and installing new media in a total of four (4) steel tank filter vessels and one (1) steel tank softener vessel as specified in this Request for Bids (hereinafter referred to as RFB). Sealed bids will be received **until 2:00 pm on August 1, 2023**, at Onslow Water & Sewer Authority, 228 Georgetown Road; Jacksonville, North Carolina. This work will be performed at the Dixon Water Treatment Plant (WTP) at 6661 Wilmington Hwy, Holly Ridge, NC 28445.

For informational purposes, the attached drawings illustrate approximate tank dimensions and layout (Exhibit 3).

All work on this project shall conform to the following requirements:

1.) General Requirements

- a) Work shall be performed in accordance with all applicable State and local codes and regulations governing this project.
- b) The Contractor shall be responsible for securing and paying for all permits required to complete the project.
- c) ONWASA shall provide access to an on-site potable water source (hydrant) for use during the work.
- d) Access to the plant is restricted, so work schedules and material deliveries must be coordinated in advance with the plant operator, James McDonnel, to ensure adequate access and avoid/minimize impacts to water production activities.
- e) Conduct operations in such a manner as to avoid damage to other site facilities (controls, building, security gate and fencing, etc.) Any such damage shall be repaired by the contractor at no additional cost to ONWASA.

2.) Filter/Softener Media Removal and Disposal

- a) Empty and vacuum clean four (4) steel filter tanks (7 ft. straight shell by 12 ft. OD) of all existing filter and gravel media.
- b) Empty and vacuum clean one (1) steel softener tank (9 ft. 6 in. straight shell by 12 ft. OD) of all existing softener and gravel media.
- c) All removed media shall be hauled and disposed of off-site by the Contractor.
- d) ONWASA will provide the Contractor AS w/ TCLP analysis and/or MSDS sheets for the media, as required by the landfill prior to disposal.

3.) Tank Preparation and Coating

- a) Pressure wash tank interiors and remove any remaining debris.
- b) Inspect interior components (underdrain system, surface wash equipment, brine/inlet distributor, air scour equipment, wash water troughs, etc.) and advise ONWASA of any deficiencies discovered prior to proceeding. The intent is to re-use the existing inlet/brine distributor; if determined that the existing inlet/brine distributor are not suitable for re-use, the Contractor shall furnish and install a new distributor as a change order extra with prior written approval of ONWASA. Underdrain repairs are not a part of the Scope of Work (Exhibit 1).
- c) Sand blast tank interiors to SSPC-SP10/NACE 2 Near White Metal condition.

- d) Perform a visual inspection of each tank and spot weld or weld patches over defective areas as needed. Spot welds, welding burn through, or welded patches on exterior will require application of primer and painting once completed.
- e) Apply Tnemec Series 215 (or equivalent) surfacing epoxy in accordance with the manufacturer’s requirements for application and curing to the interior tank wall from the concrete fill up to 30” up the side wall.
- f) Apply a two-part epoxy coating certified for potable water service (Tnemec Pota-Pox series or equivalent) in accordance with manufacturer’s requirements for application and curing. Coating thickness as follows:
 - First coat 6.0 – 8.0 dry mils
 - Stripe coat 3.0 - 5.0 dry mils
 - Second coat 6.0 - 8.0 dry mils
- g) Provide an onsite inspection by the epoxy coating manufacturer to verify proper application prior to tank integrity testing.
- h) Provide detailed photos of the interior of the vessel after sandblasting is complete and after coating is applied.

4.) Tank Integrity Testing

- a) Once the interior coating has fully cured, and prior to placing new media, the Contractor shall install a new manway gasket, fill each tank, pressurize to 35 psi and inspect for leaks.
- b) Any leaks found shall be repaired in accordance with Item 3d (spot welding and/or welded patches).
- c) Locations where repairs were made after interior coating shall be photographed, inspected, surface-prepared and recoated in accordance with the coating manufacturer’s requirements.
- d) After curing of repair coating, tank(s) shall be retested for leaks in accordance with Item 4a to verify the successful completion of repairs.

5.) Gravel and Filter Media Replacement

- a) Contractor shall furnish and install graded gavel bed material in accordance with the tank manufacturer’s requirements.
- b) Gravel bed Material Requirements (**Quantity shown is for four (4) filters**):

<u>Gradation</u>	<u>Quantity (Cubic ft)</u>
1 1/2 x 3/4 gravel	220
3/4 x 1/2 gravel	80
1/2 x 1/4 gravel	80
1/4 x 1/8 gravel	160
1/8 x 1/16 gravel (#6 x #14)	160

- c) Upon completion of gravel bed installation, the Contractor shall install Greensand Plus and Anthracite Filter Media in accordance with tank manufacturer and media manufacturer recommendations. Filter Media shall be supplied by ONWASA or by the Contractor, depending on the Contract awarded.
- d) Filter media requirements (**Quantity Shown is for four (4) filters**):

<u>Media</u>	<u>Quantity (Cubic ft)</u>
Anthracite (Eff. Size 0.7-0.8mm)	676
Greensand Plus (Eff. Size 0.3-0.35mm)	676

- e) After Greensand Plus is installed, the contractor will soak the Greensand with permanganate to charge.
- f) After all media is installed, ready all four tanks for service.

- g) Clean up all debris, surplus equipment and materials and remove them from the site.
- h) Note: Contractor shall verify all material quantities prior to ordering.

6.) Gravel and Softener Resin Replacement

- a) Contractor shall furnish and install graded gavel bed material in accordance with the tank manufacturer's requirements.
- b) Gravel bed Material Requirements (**Quantity shown is for one (1) softener**):

<u>Gradiation</u>	<u>Quantity (Cubic ft)</u>
1 1/2 x 3/4 gravel	45
3/4 x 1/2 gravel	14
1/2 x 1/4 gravel	14
1/4 x 1/8 gravel	28
1/8 x 1/16 gravel (#6 x #14)	28

- c) Upon completion of gravel bed installation, the Contractor shall install ion exchange resin media in accordance with tank manufacturer and media manufacturer recommendations. Media shall be supplied by ONWASA or by the Contractor, depending on the Contract awarded.
- d) Resin media requirements (**Quantity Shown is for one (1) softener**):

<u>Media</u>	<u>Quantity (Cubic ft)</u>
Purolite SSTC6000E	509

- e) After all resin is installed, the contractor will ready the tank for service.
- f) Clean up all debris, surplus equipment and materials and remove them from the site.
- g) Note: Contractor shall verify all material quantities prior to ordering.

7.) WARRANTIES

- a) Contractor shall warranty repairs for no less than (90) days for workmanship and provide the full manufacturer's warranty period on materials.

End Scope of Work

**Exhibit 2
Dixon WTP Filter & Softener Tank Rehab RFB
Bid Pricing Sheet**

_____ (Bidder) will include price to complete all items of work #1-#7 with all Filter and Softener Media (Greensand Plus, Anthracite and Resin) materials supplied by ONWASA and installed by the Contractor.

Total for all costs associated with completed work all Filter and Softener Media materials supplied by ONWASA and installed by Contractor:

\$ _____

_____ (Bidder) will include price to complete all items of work #1-#7 with all Filter and Softener Media (Greensand Plus, Anthracite and Resin) materials supplied and installed by the Contractor.

Total for all costs associated with completed work all Filter and Softener Media materials supplied and installed by Contractor:

\$ _____

In submitting this Bid, Bidder represents that all copies of the project Documents and the following addenda have been examined:

<u>Date</u>	<u>Number</u>
_____	_____
_____	_____
_____	_____

By signing this Dixon WTP Filter Tank Rehab Bid Pricing Sheet, the Bidder, if selected, agrees to perform the services listed in the Scope of Work (Exhibit 1) using the rates quoted on this Bid Pricing Sheet.

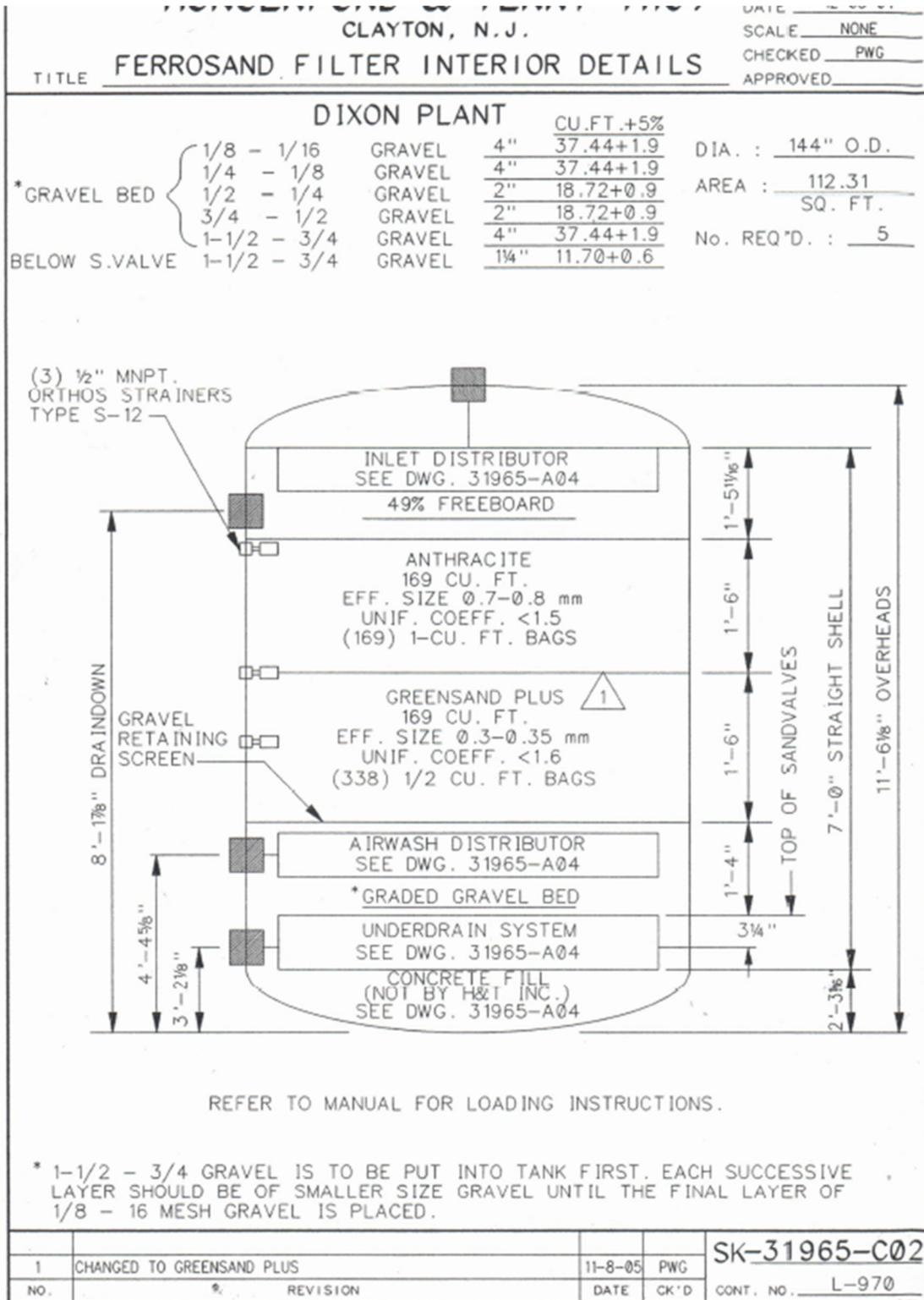
Signature

Company Name

Title

Exhibit 3 - Drawings
Dixon WTP Filter & Softener Tank Rehab RFB – Drawing 1

FORM NO. FID-3



Dixon WTP Filter & Softener Tank Rehab RFB – Drawing 2

FORM NO. FID-3

HUNGERFORD & TERRY Inc.
CLAYTON, N. J.

MADE BY _____
DATE 12-08-04
SCALE NONE
CHECKED P.G.
APPROVED _____

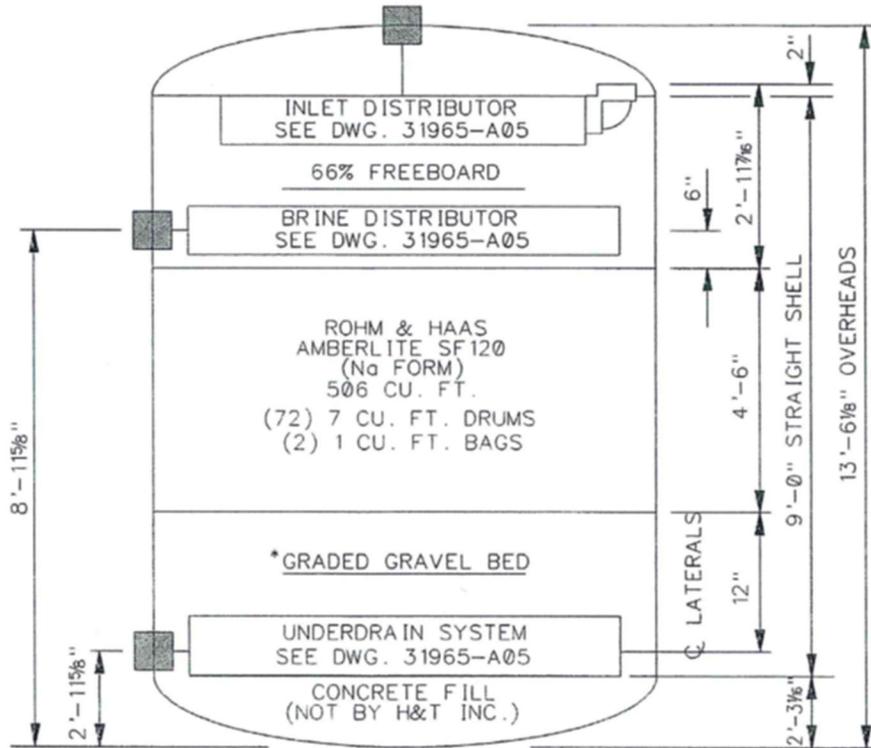
TITLE 144" DIA. SOFTENER INTERIOR DETAILS

DIXON PLANT CU.FT.+5%

* GRAVEL BED	1/8 - 1/16	GRAVEL	3"	28.08+1.4
	1/4 - 1/8	GRAVEL	3"	28.08+1.4
	1/2 - 1/4	GRAVEL	1 1/2"	14.04+0.7
	3/4 - 1/2	GRAVEL	1 1/2"	14.04+0.7
	1-1/2 - 3/4	GRAVEL	3"	28.08+1.4
	1-1/2 - 3/4	GRAVEL	1 3/16"	16.96+0.8

DIA. : 144" O.D.
AREA : 112.31 SQ. FT.
No. REQ'D. : 4

⊕ LATERAL TO TOP OF CONC.



REFER TO MANUAL FOR LOADING INSTRUCTIONS.

* 1-1/2" - 3/4" GRAVEL IS TO BE PUT INTO TANK FIRST. EACH SUCCESSIVE LAYER SHOULD BE OF SMALLER SIZE GRAVEL UNTIL THE FINAL LAYER OF 1/8" - 16 MESH GRAVEL IS PLACED.

① ALSO APPLIES TO HUBERT PLANT. DMM 10/1/19				SK-31965-C03
NO.	REVISION	DATE	CK'D	CONT. NO. L-970



CHERIE K. BERRY
COMMISSIONER

H. DIETER HANRATH, P.E.
BUREAU CHIEF
BOILER SAFETY BUREAU

February 5, 2002

Ms. Karen Wallace
County of Onslow
Water and Sewer Department
222 Georgetown Road
Jacksonville, NC 28540

Dear Ms. Wallace:

Re: Application of Boiler and Pressure Vessel Act of North Carolina

Please be advised that the Boiler and Pressure Vessel Act is not applicable to pressure vessels containing water at a temperature not exceeding 110°F, provided:

- a) the vessel does not contain air or gas which will serve as a cushion.
- b) No chemicals or other substances are contained in the vessel or its contents rendering the water dangerous to the well being of human beings or the environment.

Sincerely,

H. D. Hanrath

Cc: All State Inspectors

EXHIBIT 4
ONWASA STANDARD CONTRACT
DIXON WTP FILTER & SOFTENER TANK REHAB

THIS CONTRACT is made and entered into this the _____ day of _____, 20_____, by and between the **ONWASA WATER & SEWER AUTHORITY**, a political subdivision of the State of North Carolina (hereinafter referred to as "ONWASA") and _____, a corporation duly authorized to do business in the State of North Carolina, (hereinafter referred to as "Contractor").

ONWASA and Contractor agree as set forth below:

Request for Bids Dixon WTP Filter & Softener Tank Rehab Project dated July 19, 2023, is attached to, and hereby incorporated into, and made part of this Contract by reference (hereinafter referred to as "the work"). Each reference to this Contract shall be deemed to include all Exhibits and Addenda. Any conflict between language in an Exhibit or Appendix and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

ARTICLE 1
GENERAL

- 1.1 Contractor represents and maintains that it has the necessary qualifications and expertise to assume the responsibilities and complete the work described herein and has the requisite corporate authority and licenses required by law.
- 1.2 The Contractor, Contractor's employees and subcontractors shall provide all labor and materials needed to perform and execute the work as set forth in the Scope of Work outlined in the RFB in accordance with Articles 2 and 3 of this Contract. Any work initiated by the Contractor prior to the execution of a Contract for Work will be at the Contractor's sole risk.
 - a. The Contractor and Contractor's employees shall provide all labor and materials needed to perform and execute the Work as set forth in the Scope of Work outlined in the Request for Proposal in accordance with Articles 2 and 3 of this Contract. No work shall be performed prior to written authorization by ONWASA.
 - b. Should a subcontractor or subcontractors be proposed to be used on the job by the Contractor, the Contractor shall furnish to ONWASA a listing of subcontractors and their role in the project. ONWASA shall have 14 days to make any objection to the use of a subcontractor. If an objection is made, the Contractor shall immediately replace the proposed subcontractor. If no objection is made within the 14-day period, the subcontractor(s) is approved.
 - c. Contractors shall insure that subcontractors or any other entity performing work at the site have the same insurance coverage that the contractor is required to carry. In lieu of requiring each subcontractor to carry insurance as required, the Contractor may insure the activities of his subcontractors under his own policy. Owner shall, upon request to the Contractor, be provided insurance certificates or other evidence that all subcontractors are carrying the required insurance.
 - d. Upon reasonable request, Owner shall furnish to any subcontractor a copy of the payment bond and of the construction contract covered by the bond in order that the subcontractor may file a claim thereon. No mechanics or construction lien may be filed against the lands or property of the Owner.
 - e. Any subcontractor shall be required to abide by the terms of this Contract and all Federal requirements, if any, which may be applicable due to Federal funding.
 - f. The Contractor shall be liable for all acts or omissions of any subcontractor.
- 1.3 Contractor shall exercise reasonable care and skill as might be expected from similarly situated professionals performing the kind of work required under this Contract at the time and the place where the work is performed. The staff of and subcontracted professionals engaged by the Contractor shall possess the experience, knowledge, and character necessary to qualify them to perform the particular duties to which they are assigned.
- 1.4 Contractor's work shall be performed as expeditiously as necessary for the orderly progress of the work.

- 1.5 Contractor and ONWASA acknowledge that the Scope of Work described within the Request for Bids may not delineate every detail and minor work task required to be performed by the Contractor to complete the work authorized by the Scope of Work. If during the course of the performance of the work authorized by this Contract, the Contractor determines the work is outside the level of those originally anticipated are required, the Contractor shall notify ONWASA's designated representative in writing and obtain ONWASA approval before proceeding with the work. Any such additional work performed without obtaining prior approval from ONWASA's designated representative is at the Contractor's sole risk.
- 1.6 Upon mutual written agreement, the work described in the Scope of Work may be modified upon negotiated additional scopes of service, compensation, time of performance and other matters related to the work. If ONWASA and Contractor cannot contractually agree, ONWASA shall have the right to immediately terminate negotiations at no cost to ONWASA and to contract with another source.
- 1.7 The Contractor shall coordinate with the ONWASA's designated representative prior to and during the duration of the Contract.

ARTICLE 2

CONTRACTOR'S RESPONSIBILITIES

- 2.1 The contractor shall supply all labor and materials as needed to perform and execute the work described in the Scope of Work. In the event of incomplete, inaccurate, or defective work the Contractor agrees to immediately correct incomplete, inaccurate, or defective work at no further cost to ONWASA.
- 2.2 The Contractor agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of the work and will reimburse ONWASA for loss or damage to such property.
- 2.3 The Contractor shall be solely responsible for initiating, supervising, and maintaining all safety precautions in connection with the work provided under this Contract. The Contractor shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Contractor, any subcontractor, supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the work, or anyone for whose acts any of them may be liable, shall be remedied by the Contractor.
- 2.4 Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto all work shall be performed during regular working hours.
- 2.5 The Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Contract. If the Contractor performs any work knowing or having reason to know that it is contrary to laws or regulations, the Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such work.
- 2.6 ONWASA will provide the Contractor with such permissions as required for access to the sites where the work shall be performed in a good and workmanlike manner and the work sites maintained free of trash and waste materials and left in same or better condition than before the work commenced. The Contractor shall supervise and direct the work and shall be solely responsible for and in control of the means, methods, procedures, techniques, and sequences of doing the work.
- 2.7 The Contractor shall maintain all records, documents, notes, and financial information related to performance of the work in accordance with Generally Accepted Accounting Principles and Practices and shall provide ONWASA with copies of such information. Any information, data, instruments, documents, studies, or reports given to or prepared or assembled by the Contractor under this Contract shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of ONWASA.

ARTICLE 3
ONWASA'S RESPONSIBILITIES

- 3.1 ONWASA shall provide the Contractor with all criteria and full information as to ONWASA's requirements for the work, including objectives and constraints.
- 3.2 The timely provision of all available information, data, reports, and records to which ONWASA has access and which are needed by the Contractor for the performance of the work.
- 3.3 Advise the Contractor of the identity and Scope of Work of any other service providers employed by ONWASA to perform or furnish services related to or affecting the work.
- 3.4 ONWASA will respond within a reasonable time to the Contractor's requests for written decisions or determinations pertaining to the subject of the Contractor's work.
- 3.5 ONWASA will give prompt written notice to the Contractor whenever ONWASA becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Contractor's performance of the work under this Contract.
- 3.6 ONWASA shall designate a representative authorized to act on its behalf with respect to the work. The authorized representative shall communicate decisions pertaining to documents submitted by the Contractor in order to avoid unreasonable delay in the orderly and sequential progress of the work.
- 3.7 Prompt notice shall be given by ONWASA to the Contractor if ONWASA becomes aware of any fault or defect in the work or nonconformance with the Contract.

ARTICLE 4
INSURANCE

- 4.1 During the performance of the work under this Contract, the Contractor shall maintain the minimum levels of insurance shown below and is responsible for ensuring original certificates of such coverage are submitted to ONWASA directly from the insurance provider prior to performance. Policies shall list ONWASA as additional insured on all applicable policies. All policies shall be obtained from insurance companies that are duly licensed in the State of North Carolina to issue insurance policies for the limits and coverages so required, must cover the term of the Contract, and provide thirty (30) days advance written notice to ONWASA in the event of cancellation, expiration, or alteration.
 1. General Liability Insurance, with a combined single limit of \$1,000,000 for each occurrence and \$2,000,000 in the aggregate or as otherwise specified in addendum, whichever is greater.
 2. Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
 3. Workers' Compensation Insurance in accordance with statutory requirements and *Employers Liability Insurance*, with a limit of \$500,000 for each occurrence.
 4. Excess Liability/Umbrella Insurance, with a limit of \$1,000,000 per occurrence

In the event the Contractor is excluded from the requirements of the North Carolina Workers Compensation Act and does not voluntarily carry workers compensation coverage, the Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents during the performance of service.

- 4.2 The provisions of this Article shall survive the expiration or termination of this Contract.

ARTICLE 5
PAYMENTS TO THE CONTRACTOR

- 5.1 ONWASA hereby agrees to pay to the Contractor in lawful money of the United States for the faithful performance of the work in accordance with the Scope of Work and quoted prices as set forth in the Bid Pricing on a per invoice basis within 30 days of receipt of the Contractors invoice, subject to additions and deductions as provided in the Contract.
- 5.2 The Contractor shall invoice for work satisfactorily completed each month. Invoices shall include all sales taxes paid relative to the work, Purchase Order number, description of item(s), quantities, unit price, extended price, freight, state and local taxes, and date of delivery.
- 5.3 ONWASA may withhold payments if ONWASA has received claims of lien by subcontractors for unpaid labor or materials, if the work of the Contractor is defective, if the Contractor fails to diligently pursue the work with reasonable dispatch, or if the amount requested is not consistent with the level of work actually performed.
- 5.4 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts.
- 5.5 Unless otherwise stated herein, payments are due and payable thirty (30) days from the date of the Contractor's invoice.

ARTICLE 6
TERMINATION, SUSPENSION OR ABANDONMENT

- 6.1 The Contractor acknowledges that ONWASA is a governmental entity, and the Contract's validity is based upon the availability of public funding under the authority of its statutory mandate. In the event that public funds are not appropriated for the performance of ONWASA's obligations under this Contract, then this Contract shall automatically expire without penalty to ONWASA thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds.
- 6.2 This Contract may be terminated by either party upon not less than seven days written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.
- 6.3 In the event of termination that is not the fault of the Contractor, the Contractor shall be compensated for work performed prior to termination, together with reimbursable expenses then due. This shall be the exclusive remedy for termination.
- 6.4 ONWASA shall have no liability to the Contractor for any delay or damage caused the Contractor due to suspension of the work, or due to any other delay, interruption, hindrance, or interference.
- 6.5 If termination or suspension occurs, the Contractor shall terminate or suspend performance of the work on a schedule acceptable to ONWASA.
- 6.6 In the event of noncompliance of any term or terms of this Contract by the Contractor, ONWASA may, at its sole option, declare the Contractor in default and terminate this Contract with not less than seven days written notice. Should ONWASA terminate this contract due to the default of the Contractor, ONWASA may in addition to its other rights contract with any other party to fulfill the Contractor's obligations hereunder. The Contractor shall be liable for any increase in cost borne by ONWASA due to the default. This shall in no way limit ONWASA's right to collect any other damages, whether legal or equitable, due to the default of the Contractor.
- 6.7 Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of any event which is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure and any natural disaster or Act of God, the party who has been so

affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract shall be immediately suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, ONWASA may, by giving written notice, terminate this Contract.

ARTICLE 7
OTHER CONDITIONS OR SERVICES

- 7.1 The terms of this Contract shall control over any conflicting terms in any referenced document.
- 7.2 If any provision of the Contract shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the remaining provisions shall not be affected.
- 7.3 To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless ONWASA and the officers, directors, partners, employees, agents, consultants and subcontractors from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of the Contractors, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contract or the work, including the loss of use resulting therefrom and breach of any of the successful Contractor's warranties, but only to the extent caused by any negligent, reckless or intentional act or omission of the Contractor, any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the work or anyone for whose acts any of them may be liable or arising out of the Contractor's breach of this Contract. Indemnification responsibilities created by this section shall survive and be enforceable after the Contract between ONWASA and the successful Contractor terminates or expires. The Contractor shall defend any and all suits and assume all liability for any and all claims made against ONWASA or any of its officials or agents for the use of any patented process, device or article forming a part of the articles, equipment or services furnished under this Contract.
- 7.4 This Contract shall be governed by the law of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 7.5 ONWASA and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither ONWASA nor the Contractor shall assign this Contract without the written consent of the other.
- 7.6 This Contract represents the entire and integrated agreement between ONWASA and the Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both ONWASA and the Contractor.
- 7.7 The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 7.8 Nondiscrimination Clause: No person in the United States shall on the grounds of age, race, color, national origin, gender, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this project.
- 7.9 Minority and Female Business Enterprise: ONWASA encourages participation from Minority and Women Business Enterprise (MWBE).
- 7.10 Except as otherwise required or provided in the Scope of Work, the Contractor will not meet or confer with any member of any federal, state, or local regulatory agency concerning the services without obtaining the prior consent of ONWASA.
- 7.11 All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

ONslow WATER AND SEWER AUTHORITY
Attn: Finance – Dawn Taylor
228 Georgetown Road
Jacksonville, NC 28540

IN TESTIMONY WHEREOF, the parties have made and executed this Contract by authorized representatives, acting under and by virtue of the authority in them vested, and have hereunto set their hands and seals, the day and year first written above.

CONTRACTOR

ATTEST:

By: _____

Secretary

Print Name/Title: _____

(SEAL)

ONslow WATER & SEWER AUTHORITY

ATTEST:

By _____

ONWASA CEO

Executive Assistant

(SEAL)

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Finance Officer

**Exhibit 5
E-VERIFY AFFIDAVIT**

I, _____ (the individual attesting below), being duly authorized by and on behalf of _____ (the entity identified as the "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State.

Employer employs the following number of employees in this State (check which is applicable):

- | | |
|------------------------------|-----------------------------|
| a. Less than 25 _____ | b. Between 25 and 100 _____ |
| c. Between 100 and 500 _____ | d. 500 or more _____ |

4. Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer for specified contracts subject to E-Verify entered into with the Onslow Water & Sewer Authority Employer.

This _____ day of _____, _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

Signed and sworn to (or affirmed) before me, this the _____

day of _____, _____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Exhibit 6
Onslow Water and Sewer Authority
Finance Office
228 Georgetown Road
Jacksonville, NC 28540
Fax (910) 455-2504

Vendor Form

Name (as reported on your income tax return) _____

Business Name _____

Federal ID# _____ or SS# _____

Check one of the following:

____ Corporation ____ Sole Proprietorship ____ Partnership ____ Other _____

Order Address

Payment Address

Street _____

Street _____

PO Box _____

PO Box _____

City _____

City _____

State _____

State _____

Zip Code _____

Zip Code _____

Contact Person _____

Contact Person _____

Phone Number _____

Phone Number _____

Fax Number _____

Fax Number _____

E-Mail Address _____

E-Mail Address _____

Terms _____

Discount _____

Are you related to or have a professional relationship with any ONWASA employee? ____ Yes ____ No
(If you answered yes, a Relationship Vendor Form will have to be completed before any payments can be made.)

Are you a minority business enterprise? ____ Yes ____ No

If you answered yes, please check the appropriate box:

____ African American

____ Hispanic

____ Female

____ American Indian

____ Asian American

____ Socially and economically disadvantaged as defined in 15 U.S.C. 637

Product(s) and/or Service(s) – Please list the type of product(s) and/or service(s) that your company can provide:

Signature: _____

Title: _____

Onslow Water and Sewer Authority

Finance Office
228 Georgetown Road
Jacksonville, NC 28540
Fax (910) 455-2504

Relationship Vendor Form

If you are related to or have a professional relationship with any employee of Onslow Water and Sewer Authority, this form must be completed and returned to the finance office before any payments will be made.

Vendor Information:

Name: _____

Address: _____

Related ONWASA employee: _____

Relationship to employee: _____

We agree that our relationship will not hinder or corrupt our professional relationship with Onslow Water and Sewer Authority.

Vendor Signature

Date

ONWASA Employee Signature

Date

Onslow Water and Sewer Authority is aware and understands these parties have a relationship with each other. The decision to authorize the use of this vendor was not influenced in any manner by the relationship referenced above.

Department Head

Date

Finance Officer

Date

Dixon WTP Filter & Softener Tank Rehab RFB**Bid Opening 8/1/23**

Bidder	Materials ONWASA	Materials Contractor
Riza Construction, Inc.	\$716,000	\$923,000
Utilitech	\$232,500	\$412,500
A.C. Schultes of Carolina, Inc	\$376,801	\$609,801
Enviro-tech Unlimited Construction	\$395,000	\$225,000





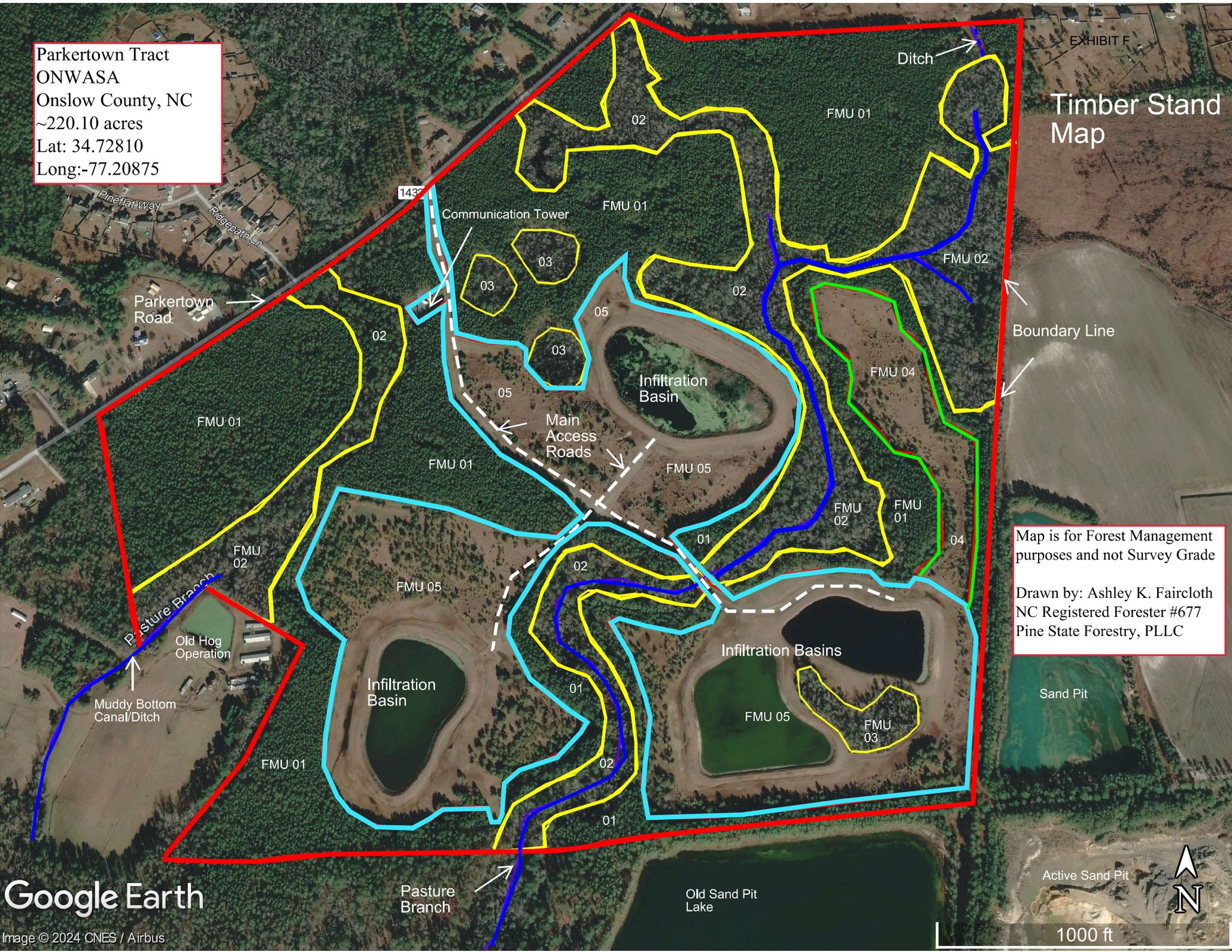
Parkertown Tract
ONWASA
Onslow County, NC
~220.10 acres
Lat: 34.72810
Long:-77.20875

Timber Stand Map

Map is for Forest Management purposes and not Survey Grade
Drawn by: Ashley K. Faircloth
NC Registered Forester #677
Pine State Forestry, PLLC

Google Earth

Image © 2024 CNES / Airbus



Pine State Forestry, PLLC

6180 Gum Branch Road Jacksonville NC 28540

akfaircloth62@gmail.com



June 11, 2024

Mr. Franky Howard, CEO

ONWASA

Jacksonville, NC

Mr. Ashley K. Faircloth

Forestry Consultant

Jacksonville, NC

RE: Recommended Timber Harvest on the Parkertown Tract 2024-2025 Fiscal Year.

Mr. Howard,

Pine State Forestry, PLLC recommends that ONWASA consider conducting a selective thinning on the Parkertown Tract following the forest management plan written by our firm in March 2024. The focus of the thinning will be to reduce the over-stocked natural Loblolly Pine stands found in FMU 01 (map attached). The thinning will also improve forest health and growth, while reducing wildfire risk in this stand (~100 acres). When the thinning is conducted, there will be an additional opportunity to final harvest some select areas in FMU 02 containing mature Loblolly Pine trees in stages of decline and mortality due to age (75-80 years old). The mature pine sites are small (acreage), so harvesting in conjunction with the thinning would be ideal. This additional harvest fits with the forest management plan recommendations as well. A reforestation plan will be written post-harvest for these sites.

Currently, the pine pulpwood markets are paying low rates (stumpage) given the time of the year and the adequate inventory that the local mills have on site. We recommend exploring/marketing this harvest project later this year (fall) or early next year to capitalize on better forest products market pricing. Due to the small stem diameters of the pine trees being removed in FMU 01, we suggest working with a timber buyer that has an in-woods chipping logging crew and thinning experience. We have a timber buyer and logger in mind that will be able to provide a quality thinning operation for this tract. Potential timber revenue will be in the \$20,000.00 to \$25,000.00 range for the thinning and final harvest sites.

Please let us know when we should proceed with exploring this opportunity for ONWASA.

Best regards,

Ashley K. Faircloth
Justin K. Faircloth

NC Registered Forester #677
Operations Manager

Mobile (910) 376-0462
Mobile (910) 581-6581

June 10, 2024

Mr. Jeffrey T. Lohr, PE
Chief of Engineering
Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, NC 28540

Re: Highway 24 Utility Corridor Improvements, Phase 1A
Wastewater Force Main
Award Recommendation
ONWASA
TWC Job No. 2896-AI

Dear Mr. Lohr:

Enclosed is the Certified Bid Tabulation and Bid Summary for the bids received on Tuesday June 4, 2024, for the above referenced project. A total of five (5) bids were received for the advertised project. The Low Bidder is Jymco Construction Company, Inc. of Smithfield, NC with a bid in the amount of \$9,555,118.00.

The Low Bidder is properly licensed to perform the work based on the information obtained from the N.C. Licensing Board for General Contractors' web site as attached. Furthermore, we contacted two (2) of the three (3) references provided by the contractor; neither of whom had any reservations about Jymco's ability to perform the work. We are therefore satisfied that Jymco Construction Company is a responsible bidder and capable of successfully executing the contract.

It is our understanding that the project budget is sufficient to cover the construction costs, therefore, we recommend that ONWASA accept the bid and award the Contract for Construction of the Highway 24 Utility Corridor Improvements, Phase 1A Project to Jymco Construction Company, Inc. Please note that the contract must be awarded by August 3, 2024, without requesting an extension of the bid holding period from the low bidder.

Enclosed for your approval and signature is the Notice of Award. Upon awarding the contract, please execute this notice and return it to our office. We will then forward it

along with the remaining Contract Documents to the Contractor. In the meantime, should you have any questions or concerns regarding this recommendation, or need additional information, please let us know.

Sincerely,

THE WOOTEN COMPANY

A handwritten signature in blue ink that reads "EE Olsen". The signature is fluid and cursive, with the initials "EE" being particularly prominent.

ERIC E. OLSEN, P.E.

Enclosures

cc: TWC file





BID TABULATION
HIGHWAY 24 UTILITY CORRIDOR IMPROVEMENTS, PHASE 1A
WASTEWATER FORCE MAIN
ON SLOW WATER AND SEWER AUTHORITY

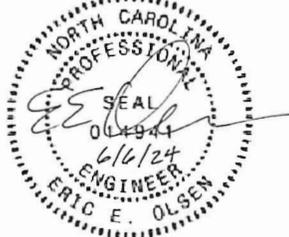
BID DATE/TIME: Tuesday June 4, 2024 @ 2:00 P.M.

TWC Project No. 2896-AI

CONTRACTORS	LIC. NO.	5% BID BOND	ADD. NO. 1	ADD. NO. 2	ADD. NO. 3	BID	REMARKS
TA Loving Company 400 Patetown Rd. Goldsboro, NC 27530	325	✓	✓	✓	✓	\$11,932,078.61	
State Utility Contractors, Inc. 4417 Old Charlotte Highway Monroe, NC 28810	17793	✓	✓	✓	✓	\$12,235,235.00	
Jymco Construction Co., Inc. 1586 Yelverton Grove Road Smithfield, NC 27577	76371	✓	✓	✓	✓	\$9,555,118.00	Apparent low bidder
Carolina Utilities Company, LLC 121 Garnet Lane Jacksonville, NC 28546	83261	✓	✓	✓	✓	\$11,935,430.00	
ELJ Inc. 133 Batting Cage Trail Jacksonville, NC 28540	47340	✓	✓	✓	✓	\$9,944,075.00	Corrected amount due to mathematical error.

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 4th day of June 2024, at Onslow Water and Sewer Authority offices located at 228 Georgetown Road, Jacksonville, NC 28540, and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.

THE WOOTEN COMPANY
 120 N. Boylan Avenue
 Raleigh, NC 27603S
 License No. F-0115



Eric Olsen, P.E.

BID SUMMARY
HIGHWAY 24 CORRIDOR IMPROVEMENTS PHASE 1a
ONWASA - JACKSONVILLE, NC

The Wooten Company
 June 4, 2024 @ 2:00 pm

Item No.	Description	Unit	Estimated Quantity	JYMCO Construction		EJ Inc.		Carolina Utilities		TA Loving		State Utility Contractors		Avg Unit Cost	Avg Unit Cost
				Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	3 Low Bids	All Bidders
1	Mobilization	LS	1	\$ 300,000.00	\$ 300,000.00	\$ 225,000.00	\$ 225,000.00	\$ 343,000.00	\$ 343,000.00	\$ 300,000.00	\$ 300,000.00	\$ 367,000.00	\$ 367,000.00	\$ 289,333.33	\$ 307,000.00
2	16" C900 PVC Force Main	LF	6160	\$ 110.00	\$ 677,600.00	\$ 140.00	\$ 862,400.00	\$ 114.00	\$ 702,240.00	\$ 120.00	\$ 739,200.00	\$ 184.00	\$ 1,133,440.00	\$ 121.33	\$ 133.60
3	16" C900 PVC Force Main with Joint Restraint	LF	755	\$ 130.00	\$ 98,150.00	\$ 160.00	\$ 120,800.00	\$ 204.00	\$ 154,020.00	\$ 160.00	\$ 120,800.00	\$ 226.00	\$ 170,630.00	\$ 164.67	\$ 176.00
4	16" Restrained Joint Ductile Iron Force Main	LF	100	\$ 240.00	\$ 24,000.00	\$ 300.00	\$ 30,000.00	\$ 200.00	\$ 20,000.00	\$ 340.00	\$ 34,000.00	\$ 350.00	\$ 35,000.00	\$ 246.67	\$ 288.00
5	18" C900 PVC Force Main	LF	16465	\$ 128.00	\$ 2,107,520.00	\$ 175.00	\$ 2,881,375.00	\$ 138.00	\$ 2,272,170.00	\$ 145.00	\$ 2,387,425.00	\$ 204.00	\$ 3,358,860.00	\$ 147.00	\$ 158.00
6	18" C900 PVC Force Main with Joint Restraint	LF	1445	\$ 155.00	\$ 223,975.00	\$ 180.00	\$ 260,100.00	\$ 230.00	\$ 332,350.00	\$ 190.00	\$ 274,550.00	\$ 249.00	\$ 359,805.00	\$ 188.33	\$ 200.80
7	18" Restrained Joint Ductile Iron Force Main	LF	820	\$ 274.00	\$ 224,660.00	\$ 300.00	\$ 246,000.00	\$ 290.00	\$ 237,800.00	\$ 350.00	\$ 287,000.00	\$ 390.00	\$ 319,800.00	\$ 288.00	\$ 320.80
8	30" Steel Encasement Pipe with 18" Carrier Force Main by Dry Bore and Jack	LF	700	\$ 1,026.00	\$ 718,200.00	\$ 800.00	\$ 560,000.00	\$ 1,180.00	\$ 826,000.00	\$ 1,250.00	\$ 875,000.00	\$ 1,320.00	\$ 924,000.00	\$ 1,002.00	\$ 1,115.20
9	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 24+96 to 32+83)	LS	1	\$ 277,754.00	\$ 277,754.00	\$ 375,000.00	\$ 375,000.00	\$ 322,000.00	\$ 322,000.00	\$ 410,000.00	\$ 410,000.00	\$ 361,000.00	\$ 361,000.00	\$ 324,918.00	\$ 349,150.80
10	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 34+67 to 39+45)	LS	1	\$ 193,521.00	\$ 193,521.00	\$ 300,000.00	\$ 300,000.00	\$ 192,000.00	\$ 192,000.00	\$ 260,000.00	\$ 260,000.00	\$ 215,000.00	\$ 215,000.00	\$ 228,507.00	\$ 232,104.20
11	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 42+88 to 47+47)	LS	1	\$ 189,641.00	\$ 189,641.00	\$ 230,000.00	\$ 230,000.00	\$ 199,000.00	\$ 199,000.00	\$ 260,000.00	\$ 260,000.00	\$ 222,000.00	\$ 222,000.00	\$ 206,213.67	\$ 220,128.20
12	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 59+22 to 65+78)	LS	1	\$ 248,387.00	\$ 248,387.00	\$ 230,000.00	\$ 230,000.00	\$ 272,000.00	\$ 272,000.00	\$ 365,000.00	\$ 365,000.00	\$ 306,000.00	\$ 306,000.00	\$ 250,129.00	\$ 284,277.40
13	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 74+54 to 79+19)	LS	1	\$ 191,429.00	\$ 191,429.00	\$ 200,000.00	\$ 200,000.00	\$ 202,000.00	\$ 202,000.00	\$ 260,000.00	\$ 260,000.00	\$ 224,000.00	\$ 224,000.00	\$ 197,809.67	\$ 215,485.80
14	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 92+05 to 97+14)	LS	1	\$ 196,520.00	\$ 196,520.00	\$ 185,000.00	\$ 185,000.00	\$ 218,000.00	\$ 218,000.00	\$ 280,000.00	\$ 280,000.00	\$ 243,000.00	\$ 243,000.00	\$ 199,840.00	\$ 224,504.00
15	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 99+38 to 103+51)	LS	1	\$ 175,925.00	\$ 175,925.00	\$ 150,000.00	\$ 150,000.00	\$ 182,000.00	\$ 182,000.00	\$ 235,000.00	\$ 235,000.00	\$ 203,000.00	\$ 203,000.00	\$ 169,308.33	\$ 189,185.00
16	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 138+03 to 142+85)	LS	1	\$ 197,106.00	\$ 197,106.00	\$ 180,000.00	\$ 180,000.00	\$ 208,000.00	\$ 208,000.00	\$ 280,000.00	\$ 280,000.00	\$ 232,000.00	\$ 232,000.00	\$ 195,035.33	\$ 219,421.20
17	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 154+59 to 160+28)	LS	1	\$ 222,438.00	\$ 222,438.00	\$ 220,000.00	\$ 220,000.00	\$ 240,000.00	\$ 240,000.00	\$ 320,000.00	\$ 320,000.00	\$ 270,000.00	\$ 270,000.00	\$ 227,479.33	\$ 254,487.60
18	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 186+02 to 190+35)	LS	1	\$ 182,277.00	\$ 182,277.00	\$ 300,000.00	\$ 300,000.00	\$ 190,000.00	\$ 190,000.00	\$ 260,000.00	\$ 260,000.00	\$ 211,000.00	\$ 211,000.00	\$ 224,092.33	\$ 228,655.40
19	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 229+18 to 234+95)	LS	1	\$ 225,210.00	\$ 225,210.00	\$ 195,000.00	\$ 195,000.00	\$ 243,000.00	\$ 243,000.00	\$ 320,000.00	\$ 320,000.00	\$ 273,000.00	\$ 273,000.00	\$ 221,070.00	\$ 251,242.00
20	18" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 252+02 to 259+43)	LS	1	\$ 267,540.00	\$ 267,540.00	\$ 230,000.00	\$ 230,000.00	\$ 304,000.00	\$ 304,000.00	\$ 385,000.00	\$ 385,000.00	\$ 341,000.00	\$ 341,000.00	\$ 267,180.00	\$ 305,508.00
21	16" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 311+05 to 316+26)	LS	1	\$ 197,801.00	\$ 197,801.00	\$ 120,000.00	\$ 120,000.00	\$ 190,000.00	\$ 190,000.00	\$ 250,000.00	\$ 250,000.00	\$ 217,000.00	\$ 217,000.00	\$ 169,267.00	\$ 194,960.20
22	16" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 344+74 to 351+44)	LS	1	\$ 242,041.00	\$ 242,041.00	\$ 170,000.00	\$ 170,000.00	\$ 236,000.00	\$ 236,000.00	\$ 305,000.00	\$ 305,000.00	\$ 271,000.00	\$ 271,000.00	\$ 216,013.67	\$ 244,808.20
23	16" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 366+48 to 372+99)	LS	1	\$ 236,263.00	\$ 236,263.00	\$ 170,000.00	\$ 170,000.00	\$ 230,000.00	\$ 230,000.00	\$ 290,000.00	\$ 290,000.00	\$ 264,000.00	\$ 264,000.00	\$ 212,087.67	\$ 238,052.60
24	16" Fusible C900 PVC Force Main by Horizontal Directional Drill (Sta 388+84 to 395+44)	LS	1	\$ 246,512.00	\$ 246,512.00	\$ 170,000.00	\$ 170,000.00	\$ 231,000.00	\$ 231,000.00	\$ 310,000.00	\$ 310,000.00	\$ 267,000.00	\$ 267,000.00	\$ 215,837.33	\$ 244,902.40
25	16" Plug Valve and Box	EA	1	\$ 16,140.00	\$ 16,140.00	\$ 10,000.00	\$ 10,000.00	\$ 11,400.00	\$ 11,400.00	\$ 12,500.00	\$ 12,500.00	\$ 9,500.00	\$ 9,500.00	\$ 12,513.33	\$ 11,908.00
26	18" Plug Valve and Box	EA	6	\$ 18,400.00	\$ 110,400.00	\$ 12,000.00	\$ 72,000.00	\$ 14,300.00	\$ 85,800.00	\$ 16,000.00	\$ 96,000.00	\$ 12,000.00	\$ 72,000.00	\$ 14,900.00	\$ 14,540.00
27	Combination Air Release Valve w 5' Dia Manhole	EA	18	\$ 17,240.00	\$ 310,320.00	\$ 25,000.00	\$ 450,000.00	\$ 32,000.00	\$ 576,000.00	\$ 18,500.00	\$ 333,000.00	\$ 23,000.00	\$ 414,000.00	\$ 24,746.67	\$ 23,148.00
28	Replace Existing ARV on 12" Pressure Main	EA	19	\$ 9,510.00	\$ 180,690.00	\$ 17,000.00	\$ 323,000.00	\$ 8,000.00	\$ 152,000.00	\$ 15,000.00	\$ 285,000.00	\$ 12,000.00	\$ 228,000.00	\$ 11,503.33	\$ 12,302.00
29	Replace Existing ARV on 24" Force Main	EA	12	\$ 14,494.00	\$ 173,928.00	\$ 27,000.00	\$ 324,000.00	\$ 19,500.00	\$ 234,000.00	\$ 16,000.00	\$ 192,000.00	\$ 29,000.00	\$ 348,000.00	\$ 20,331.33	\$ 21,198.80
30	Undercut Unstable Pipe Foundation	CY	100	\$ 96.00	\$ 9,600.00	\$ 100.00	\$ 10,000.00	\$ 134.00	\$ 13,400.00	\$ 115.32	\$ 11,532.00	\$ 200.00	\$ 20,000.00	\$ 110.00	\$ 129.06
31	Gravel Driveway Repair	SY	120	\$ 50.00	\$ 6,000.00	\$ 120.00	\$ 14,400.00	\$ 25.00	\$ 3,000.00	\$ 60.62	\$ 7,274.40	\$ 60.00	\$ 7,200.00	\$ 65.00	\$ 63.12
32	Erosion Control	LS	1	\$ 819,000.00	\$ 819,000.00	\$ 100,000.00	\$ 100,000.00	\$ 2,274,000.00	\$ 2,274,000.00	\$ 1,158,730.21	\$ 1,158,730.21	\$ 265,000.00	\$ 265,000.00	\$ 1,064,333.33	\$ 923,346.04
33	Asphalt Pavement Repair	SY	50	\$ 241.00	\$ 12,050.00	\$ 100.00	\$ 5,000.00	\$ 85.00	\$ 4,250.00	\$ 192.14	\$ 9,607.00	\$ 310.00	\$ 15,500.00	\$ 142.00	\$ 173.63
34	Removed and Replace Existing Concrete Curb & Gutter	LF	100	\$ 100.00	\$ 10,000.00	\$ 100.00	\$ 10,000.00	\$ 50.00	\$ 5,000.00	\$ 64.60	\$ 6,460.00	\$ 175.00	\$ 17,500.00	\$ 83.33	\$ 97.92
35	Select Backfill Material	CY	500	\$ 85.00	\$ 42,500.00	\$ 30.00	\$ 15,000.00	\$ 60.00	\$ 30,000.00	\$ 30.00	\$ 15,000.00	\$ 100.00	\$ 50,000.00	\$ 58.33	\$ 61.00
Base Bid Total					\$ 9,555,118.00		\$ 9,944,075.00		\$ 11,935,430.00		\$ 11,932,076.61		\$ 12,235,235.00		

*EJ bid item 31, mathematical mistake corrected.

Verify License/Qualifier Search

Contact

Name JYMCO Construction Company, Inc.
Address 1586 Yelverton Grove Rd
Smithfield, NC 27577
Phone (919) 202-5659

License

License # L.76371
Account Type License
Effective Date 01/08/2024
Expiration Date 12/31/2024
Status Active
License Limitation Unlimited

Active Classifications

Unclassified

Qualifiers

Name	Qualifier #	Status
Donald Hampton Johnson	Q.26844	Active
James Michael Hair	Q.33847	Active

Close Details

HIGHWAY 24 UTILITY CORRIDOR IMPROVEMENTS PHASE 1B

Presenting: Mr. Jeffrey T. Lohr, PE

Attachments:

Letter of Recommendation

Bid Tab

June 14, 2024

Mr. Jeffrey T. Lohr, PE
Chief of Engineering
Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, NC 28540

Re: Highway 24 Utility Corridor Improvements, Phase 1B
Wastewater Pump Stations
Award Recommendation
ONWASA
TWC Job No. 2896-AI

Dear Mr. Lohr:

Enclosed is the Certified Bid Tabulation and Bid Summary for the bids received on Tuesday June 12, 2024, for the above referenced project. A total of two (2) bids were received for the re-advertised project. As you are aware, we did not receive the required three (3) bids on the original bid date of June 4th. The three (3) bid minimum is not required for re-bids. The Low Bidder is T.A. Loving Company of Goldsboro, NC with a bid in the amount of \$19,395,800.00.

The Low Bidder is properly licensed to perform the work based on the information obtained from the N.C. Licensing Board for General Contractors' web site, which is attached. Wooten has worked with T.A. Loving Company on multiple projects and has found their work to be satisfactory. We are therefore satisfied that T.A. Loving Company is a responsible bidder and capable of successfully executing the contract.

It is our understanding that ONWASA has selected to accept the deduct item for Swansboro WWTP Decommissioning (-\$1,186,000) on this project. This will also eliminate the need for sludge removal in the unit price bid work (-\$570,000). Thus, the Contract Price for this project would be \$17,639,800. It is our understanding that the project budget is sufficient to cover the construction costs, therefore, we recommend that ONWASA accept the bid and award the Contract for Construction of the Highway 24 Utility Corridor Improvements, Phase 1B Project to T.A. Loving Company. Please

note that the contract must be awarded by August 10, 2024, without requesting an extension of the bid holding period from the low bidder.

Enclosed for your approval and signature is the Notice of Award. Upon awarding the contract, please execute this notice and return it to our office. We will then forward it along with the remaining Contract Documents to the Contractor. In the meantime, should you have any questions or concerns regarding this recommendation, or need additional information, please let us know.

Sincerely,

THE WOOTEN COMPANY



CARL SCHARFE, P.E.

Enclosures

cc: TWC file





BID TABULATION
HIGHWAY 24 UTILITY CORRIDOR IMPROVEMENTS, PHASE 1B
WASTEWATER PUMPING STATIONS
ONSLow WATER AND SEWER AUTHORITY

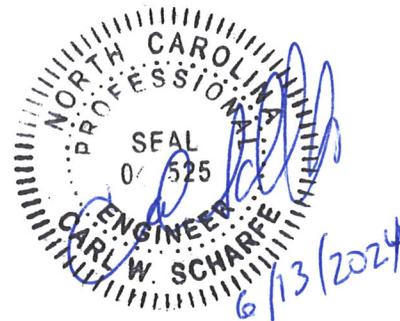
BID DATE/TIME: Wednesday June 12, 2024 @ 2:00 P.M.

TWC No. 2896-AI

CONTRACTORS	LIC. NO.	5% BID BOND	ADD NO. 1	ADD. NO. 2	ADD NO. 3	BASE BID LUMP SUM BID	TOTAL UNIT PRICE	TOTAL LS +UNIT PRICE BID	DEDUCT ALTERNATE	REMARKS
TA Loving Company 400 Patetown Rd. Goldsboro, NC 27530	325	✓	✓	✓	✓	\$18,775,800	\$620,000	\$19,395,800	\$1,186,000	Apparent Low Bidder
Crowder Construction Co. 1111 Burma Drive Apex, NC 27539	2104	✓	✓	✓	✓	\$21,084,00	\$499,500	\$21,583,500	\$975,000	

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 12th day of June 2024, at Onslow Water and Sewer Authority offices located at 228 Georgetown Road, Jacksonville, NC 28540, and that all said bids were accompanied by either a certified check or bidder's bond except as otherwise noted.

THE WOOTEN COMPANY
120 N. Boylan Avenue
Raleigh, NC 27603\$
License No. F-0115



Carl Scharfe, P.E.

Verify License/Qualifier Search

Contact

Name

T. A. Loving Company

Address

PO Box 919
Goldsboro, NC 27533

Phone

9197348400

License

License #

L.00325

Account Type

License

Effective Date

01/01/2024

Expiration Date

12/31/2024

Status

Active

License Limitation

Unlimited

Active Classifications

Unclassified

Qualifiers

Name	Qualifier #	Status
Thurston C. Edmondson, III	Q.21927	Active
Samuel P. Hunter	Q.00109	Active
David Loring Philyaw	Q.42662	Active
Sean Christopher Owens	Q.00949	Active

Close Details

NOTICE OF AWARD

**TO: T.A. Loving Company, Inc.
400 Patetown Road
Goldsboro, NC 27533**

**PROJECT DESCRIPTION: Highway 24 Utility Corridor Improvements, Phase 1B
Wastewater Pumping Stations**

ONWASA has considered the bid submitted by you for the above project in response to its advertisement for bids dated June 12, 2024, and the Instruction to Bidders.

You are hereby notified that your bid has been accepted for items in the amount of \$17,639,800.00.

You are now required by the Contract Documents to execute the Agreement and furnish original Insurance Certificates, Payment Bonds, and Performance Bonds within ten (10) calendar days from the date of this notice to you. Certificates must be provided by companies licensed to do business in the State of North Carolina.

If you fail to execute said agreement and to furnish said Certificates within ten (10) calendar days from the date of this notice, ONWASA will be entitled to consider all your rights arising out of ONWASA's acceptance of your bid as abandoned. ONWASA will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this Notice of Award to ONWASA.

Dated this _____ day of _____, _____.

ONSLOW WATER AND SEWER AUTHORITY, N.C.

By: _____

ACCEPTANCE OF NOTICE

Receipt of the Above NOTICE OF AWARD
is hereby acknowledged this the _____ day of _____, _____.

BY: _____
Signature

TITLE: _____



Highfill Infrastructure Engineering, P.C.
3804 Park Avenue, Unit A
Wilmington, North Carolina 28403
Tel 910-313-1516 | NC Firm License No. C-2586

June 10, 2024

Mr. Jeffrey T. Lohr, PE
Engineering Manager
Onslow Water and Sewer Authority
228 Georgetown Road
Jacksonville, NC 28540

RE: Recommendation of Award
Ocean Road Water Main Extension
Onslow County, NC
HIGHFILL Project No.: ONW2301

Dear Mr. Lohr,

Attached is the certified bid tabulation for the five sealed bids opened on June 6, 2024, for the Ocean Road Water Main Extension project. C.M. Mitchell Construction Co. submitted the lowest bid in the amount of \$295,249.51. We have reviewed all bids and believe them to be competitive and fair.

C.M. Mitchell Construction Co. has demonstrated sufficient qualifications, experience, and manpower to complete the project. It is our understanding that the low bid is within the project budget. With the project being within budget, the bid responsive, and the contractor deemed responsible, we recommend award of the referenced project to C.M. Mitchell Construction Co. The contract will need to be awarded within the 90-day bid holding period.

Upon your direction, we will deliver the contract documents to you for execution and routing. Let us know if you have any questions or need more information regarding this recommendation.

Sincerely,

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C.

Paul R. Shivers, PE
Project Manager

Enclosures

EXHIBIT I

OCEAN ROAD WATER MAIN EXTENSION
 ONSLOW WATER AND SEWER AUTHORITY
 HIGHFILL INFRASTRUCTURE ENGINEERING
 ONWASA OFFICES - JACKSONVILLE, NC

BID DATE/TIME: June 6, 2024@ 2:00 P.M. EDT

PROJECT No. ONW2301

CONTRACTORS	LICENSE NO.	CLASSIFICATION	BID BOND	TOTAL BID PRICE	REMARKS
T.A. Loving Company 400 Patetown Road Goldsboro, NC 27533-0919	325	UL;UC	5%	\$668,897.58	
C.M. Mitchell Construction Co. Inc. P.O. Box 409, 2256 Hwy 172 Sneads Ferry, NC 28460	44521	UL; Highway;PU	5%	\$295,249.51	Low Bidder Total reflects sum of calculated extended totals using submitted unit prices
Jymco Construction 1586 Yelvertone Grove Rd. Smithfield, NC 27577	76371	UL;UC	5%	\$431,862.00	
Burnette Enterprises of Wilmington Inc. 837 Sunnyvale Dr. Wilmington, NC 28412	80431	UL;UC	8.34%	\$299,810.76	
B. Benton & Company P.O. Box 880 Swansboro, NC 28584	79412	UL;Building	5%	\$375,814.00	

The bids tabulated herein were opened and read aloud at 2:00 P.M., EDT on June 6, 2024 at the office of the Onslow Water and Sewer Authority, Jacksonville, NC. The Bid Tabulation is correct in that it contains the unit prices as presented on the original bid schedule of each bidder.

HIGHFILL INFRASTRUCTURE ENGINEERING
 3804 Park Avenue, Unit A
 Wilmington, NC 28403
 910-313-1516
 License No. C-2586



Paul R. Shivers, P.E.



EXHIBIT I

SUMMARY BID TAB
 OCEAN ROAD WATER MAIN EXTENSION
 ONSLOW WATER AND SEWER AUTHORITY
 Onslow County, North Carolina
 HIGHFILL Project No.: ONW2301

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C
 License No. C-2586
 BID DATE: June 6, 2024

Pay Item No.	Item Description	Est. Qty.	Unit	LOW BIDDER					
				T.A. Loving Company 400 Patetown Road Goldsboro, NC 27533-0919 License No. 325		C.M. Mitchell Constuction Co. Inc. P.O. Box 409, 2256 Hwy 172 Sneads Ferry, NC 28460 License No. 44521		Jymco Construction 1586 Yelvertone Grove Rd. Smithfield, NC 27577 License No. 76371	
				UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	Mobilization (Max 3% of Total Bid)	1	LS	\$ 84,463.23	\$ 84,463.23	\$ 9,900.00	\$ 9,900.00	\$ 12,000.00	\$ 12,000.00
2	8" PVC C900 DR18 Water Main	1744	LF	\$ 127.63	\$ 222,586.72	\$ 50.79	\$ 88,577.76	\$ 64.00	\$ 111,616.00
3	8" RJ PVC c900 DR18 Water Main	378	LF	\$ 178.12	\$ 67,329.36	\$ 61.89	\$ 23,394.42	\$ 72.00	\$ 27,216.00
4	8" RJ DIP CL 350 Water Main in Casing	65	LF	\$ 213.72	\$ 13,891.80	\$ 88.22	\$ 5,734.30	\$ 101.00	\$ 6,565.00
5	16" Steel Encasement Installed by Dry Bore & Jack Under Road	65	LF	\$ 1,367.84	\$ 88,909.60	\$ 601.62	\$ 39,105.30	\$ 611.00	\$ 39,715.00
6	8" Gate Valve and Box Assembly	3	EA	\$ 3,715.95	\$ 11,147.85	\$ 2,860.44	\$ 8,581.32	\$ 4,390.00	\$ 13,170.00
7	Tapping Sleeve and Valve 8"x8"	1	EA	\$ 11,278.74	\$ 11,278.74	\$ 7,223.99	\$ 7,223.99	\$ 15,900.00	\$ 15,900.00
8	DI Fittings	310	LBS	\$ 47.33	\$ 14,672.30	\$ 34.50	\$ 10,695.00	\$ 40.00	\$ 12,400.00
9	Fire Hydrant Assembly	3	EA	\$ 12,751.75	\$ 38,255.25	\$ 9,843.46	\$ 29,530.38	\$ 22,970.00	\$ 68,910.00
10	Water Service Same Side	3	EA	\$ 3,829.50	\$ 11,488.50	\$ 1,146.79	\$ 3,440.37	\$ 3,670.00	\$ 11,010.00
11	Water Service Line - Opposite Side	1	EA	\$ 3,890.29	\$ 3,890.29	\$ 4,418.37	\$ 4,418.37	\$ 11,000.00	\$ 11,000.00
12	Concrete Driveway Repair	30	SY	\$ 224.23	\$ 6,726.90	\$ 154.14	\$ 4,624.20	\$ 150.00	\$ 4,500.00
13	Asphalt Surface Replacement	50	SY	\$ 334.12	\$ 16,706.00	\$ 46.77	\$ 2,338.50	\$ 236.00	\$ 11,800.00
14	Gravel Driveway Repair	160	LF	\$ 21.05	\$ 3,368.00	\$ 29.26	\$ 4,681.60	\$ 40.00	\$ 6,400.00
15	Select Backfill	50	CY	\$ 50.84	\$ 2,542.00	\$ 25.85	\$ 1,292.50	\$ 104.00	\$ 5,200.00
16	Trench Stabilization Stone/Undercut of Unstable Pipe Foundation	50	CY	\$ 142.82	\$ 7,141.00	\$ 138.49	\$ 6,924.50	\$ 100.00	\$ 5,000.00
17	Silt Fence	1070	LF	\$ 7.11	\$ 7,607.70	\$ 10.09	\$ 10,796.30	\$ 8.00	\$ 8,560.00
18	Silt Fence Outlet	10	EA	\$ 490.48	\$ 4,904.80	\$ 799.06	\$ 7,990.60	\$ 400.00	\$ 4,000.00
19	Check Dam	4	EA	\$ 572.22	\$ 2,288.88	\$ 691.40	\$ 2,765.60	\$ 400.00	\$ 1,600.00
20	Inlet Protection	3	EA	\$ 572.22	\$ 1,716.66	\$ 412.50	\$ 1,237.50	\$ 400.00	\$ 1,200.00
21	Tremproary Traffic Control	1	LS	\$ 43,935.00	\$ 43,935.00	\$ 13,200.00	\$ 13,200.00	\$ 37,000.00	\$ 37,000.00
22	Seeding and Mulching	1900	LF	\$ 2.13	\$ 4,047.00	\$ 4.63	\$ 8,797.00	\$ 9.00	\$ 17,100.00
	Total			\$ 668,897.58	\$ 668,897.58	\$ 295,249.51	\$ 295,249.51	\$ 431,862.00	\$ 431,862.00

EXHIBIT I

SUMMARY BID TAB
 OCEAN ROAD WATER MAIN EXTENSION
 ONSLOW WATER AND SEWER AUTHORITY
 Onslow County, North Carolina
 HIGHFILL Project No.: ONW2301

HIGHFILL INFRASTRUCTURE ENGINEERING, P.C
 License No. C-2586
 BID DATE: June 6, 2024

				Burnette Enterprises of Wilmington Inc. 837 Sunnyvale Dr. Wilmington, NC 28412 License No. 80431		B. Benton & Company LLC P.O. Box 880 Swansboro, NC 28584 License No. 79412	
Pay Item No.	Item Description	Est. Qty.	Unit	UNIT PRICE	EXTENDED TOTAL	UNIT PRICE	EXTENDED TOTAL
1	Mobilization (Max 3% of Total Bid)	1	LS	\$ 8,732.35	\$ 8,732.35	\$ 4,280.00	\$ 4,280.00
2	8" PVC C900 DR18 Water Main	1744	LF	\$ 60.00	\$ 104,640.00	\$ 76.00	\$ 132,544.00
3	8" RJ PVC c900 DR18 Water Main	378	LF	\$ 90.00	\$ 34,020.00	\$ 71.00	\$ 26,838.00
4	8" RJ DIP CL 350 Water Main in Casing	65	LF	\$ 205.33	\$ 13,346.45	\$ 99.00	\$ 6,435.00
5	16" Steel Encasement Installed by Dry Bore & Jack Under Road	65	LF	\$ 300.00	\$ 19,500.00	\$ 448.00	\$ 29,120.00
6	8" Gate Valve and Box Assembly	3	EA	\$ 6,200.00	\$ 18,600.00	\$ 3,128.00	\$ 9,384.00
7	Tapping Sleeve and Valve 8"x8"	1	EA	\$ 6,900.00	\$ 6,900.00	\$ 9,013.00	\$ 9,013.00
8	DI Fittings	310	LBS	\$ 33.56	\$ 10,403.60	\$ 25.00	\$ 7,750.00
9	Fire Hydrant Assembly	3	EA	\$ 9,900.00	\$ 29,700.00	\$ 11,529.00	\$ 34,587.00
10	Water Service Same Side	3	EA	\$ 1,790.12	\$ 5,370.36	\$ 1,152.00	\$ 3,456.00
11	Water Service Line - Opposite Side	1	EA	\$ 2,218.00	\$ 2,218.00	\$ 6,984.00	\$ 6,984.00
12	Concrete Driveway Repair	30	SY	\$ 295.00	\$ 8,850.00	\$ 186.00	\$ 5,580.00
13	Asphalt Surface Replacement	50	SY	\$ 225.00	\$ 11,250.00	\$ 187.00	\$ 9,350.00
14	Gravel Driveway Repair	160	LF	\$ 20.00	\$ 3,200.00	\$ 33.00	\$ 5,280.00
15	Select Backfill	50	CY	\$ 50.00	\$ 2,500.00	\$ 51.00	\$ 2,550.00
16	Trench Stabilization Stone/Undercut of Unstable Pipe Foundation	50	CY	\$ 45.00	\$ 2,250.00	\$ 135.00	\$ 6,750.00
17	Silt Fence	1070	LF	\$ 4.00	\$ 4,280.00	\$ 6.00	\$ 6,420.00
18	Silt Fence Outlet	10	EA	\$ 150.00	\$ 1,500.00	\$ 473.00	\$ 4,730.00
19	Check Dam	4	EA	\$ 250.00	\$ 1,000.00	\$ 630.00	\$ 2,520.00
20	Inlet Protection	3	EA	\$ 250.00	\$ 750.00	\$ 851.00	\$ 2,553.00
21	Temporary Traffic Control	1	LS	\$ 7,000.00	\$ 7,000.00	\$ 33,090.00	\$ 33,090.00
22	Seeding and Mulching	1900	LF	\$ 2.00	\$ 3,800.00	\$ 14.00	\$ 26,600.00
Total				\$ 299,810.76	Total	\$ 375,814.00	