Pender County

Agenda

Board of County Commissioners Meeting
Tuesday, February 21, 2023 @ 4:00 PM
Pender County Public Assembly Room
805 S. Walker Street, Burgaw, NC

			Presenter	Page
1.	CALL TO ORDER			
2.	INVOCATION			
3.	PLEDGE OF ALLEGIANCE			
4.	VACANT COMMISSIONER SEAT			
	4.1.	Appointment of vacant Commissioner seat District 1 and administration of oath	Newton	
5.	ADOPTION OF AGENDA			
6.	PUBLIC INFORMATION			
	6.1.	Presentation of the FY2022 Audit Report	Blue	
	6.2.	Pender County Bicycle and Pedestrian Plan Update Pender County Bicycle and Pedestrian Plan Update - Pdf	Feldman	3 - 5
	6.3.	Project Manager Work Plan Project Manager Work Plan - Pdf	B. Avery	7 - 15
7.	PUBLIC COMMENT			
8.	CONSENT AGENDA			
	8.1.	Consideration of Granting an Easement to NCDOT for Minor Drainage Infrastructure and Roadway Improvements NC DOT Easement Request - Pdf	Adams	17 - 27
	8.2.	Approval of Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50. Laserfiche - Pdf	Harvey	29 - 31
9.	APPROVALS AND RESOLUTIONS			
	9.1.	Approval for a Purchase Order to Fairway Ford for a 2022 Ford Escape in the amount of $28,390. Environmental Health Replacement Vehicle - Pdf	Moser	33 - 35
	9.2.	Approval of Purchase Order and Budget Amendment to Purchase a Truck Capable of Towing 19,200 Pounds for up to $95,000 Approval of Purchase Order and Budget Amendment to Purchase a Truck Capable of Towing 19,200 Pounds for up to $95,000 - Pdf	Proctor	37 - 48
	9.3.	Approve Contract with Veolia/Utility Service Co. Inc. to Service PCU above ground water tanks and all associated maintenance for 10 year contract, and associated purchase order.	Proctor	49 - 162

		Approve Contract with Veolia/Utility Service Co. Inc. to Service PCU above ground water tanks and all associated maintenance for 10 year contract, and associated purchase order. - Pdf		
	9.4.	Approval of Purchase Order Increase for Tire Recycling & Disposal Services with Central Carolina Holdings, LLC POIncrease_TireDisposalServices - Pdf	Keel	163
	9.5.	Approval of Budget Amendment and related transfers for the SCIF Grant Projects BOA SCIF Grant - Pdf	Blue	165 - 166
	9.6.	Approval of Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers for the DHHS Building Project DHHS Building - Pdf	Blue	167 - 172
	9.7.	Approval of Contract and Purchase order for FY2023 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A. Contract & PO for FY2023 Audit - Pdf	Blue	173
10.		APPOINTMENTS		
	10.1.	Appointment to Nursing Adult Care Homes Board Board appointment - Pdf	Avery	175 - 177
	10.2.	Appointments to Parks and Recreation Advisory Board Appointments to Parks and Recreation Advisory Board - Pdf	Avery	179 - 183
	10.3.	Appointments to Board of Equalization and Review Board of Equalization and Review appointments - Pdf	Avery	185 - 193
11.		BOARD OF HEALTH		
	11.1.	2022 Annual Communicable Disease Report 2022 Annual CD Report - Pdf	Moser	195 - 198
12.		ITEMS FROM THE COUNTY ATTORNEY, COUNTY MANAGER, ASSISTANT COUNTY MANAGER, & COUNTY COMMISSIONERS		
13.		CLOSED SESSION (IF APPLICABLE).		
14.		7PM PUBLIC HEARINGS: SPECIAL USE PERMITS/ZONING MAP AMENDMENTS/ RESOLUTIONS		
	14.1.	REZONE 2022-39: Request to rezone one tract in the Topsail Township from the RA, Rural Agriculture to GB, General Business. REZONE 2022-39 - Pdf	Brantley	199 - 224
15.		PUBLIC COMMENT		
16.		CLOSED SESSION (IF APPLICABLE).		
17.		ADJOURNMENT		

Pender County
Pender County Bicycle and Pedestrian Plan Update

TO:	Board of County Commissioners
FROM:	Greg Feldman
DATE:	February 21, 2023
SUBJECT:	Pender County Bicycle and Pedestrian Plan Update

SUMMARY:
Pender County planning staff would like to provide the Board with an introduction and update on the County's Bicycle and Pedestrian Plan project. This project is funded by the Wilmington Urban Area Metropolitan Planning Organization (WMPO) and is being completed in collaboration with County planning staff, WMPO staff, and WSP USA consultants. The goal of this project is to identify existing challenges cyclists and pedestrians face, and to determine preferred methods of alternative transportation

ACTION REQUESTED:
None

ATTACHMENTS:
1. Bicycle and Pedestrian Plan Flyer
2. Bicycle and Pedestrian Plan Informational Sign

Pender County Bicycle & Pedestrian Plan

About This Study

Pender County is conducting a Bicycle and Pedestrian Plan to **identify existing challenges** to bicycling and walking, **propose a preferred bicycle and pedestrian network** to strive for, and **lay out the specific policy, program, and infrastructure recommendations** that Pender County and various stakeholders can use to begin attaining the overall Bicycle and Pedestrian Network.

Learn more on the plan website:

Provide Your Input

Help us identify bicycle and pedestrian challenges, needs, and opportunities throughout Pender County. A public survey is available to collect information about:

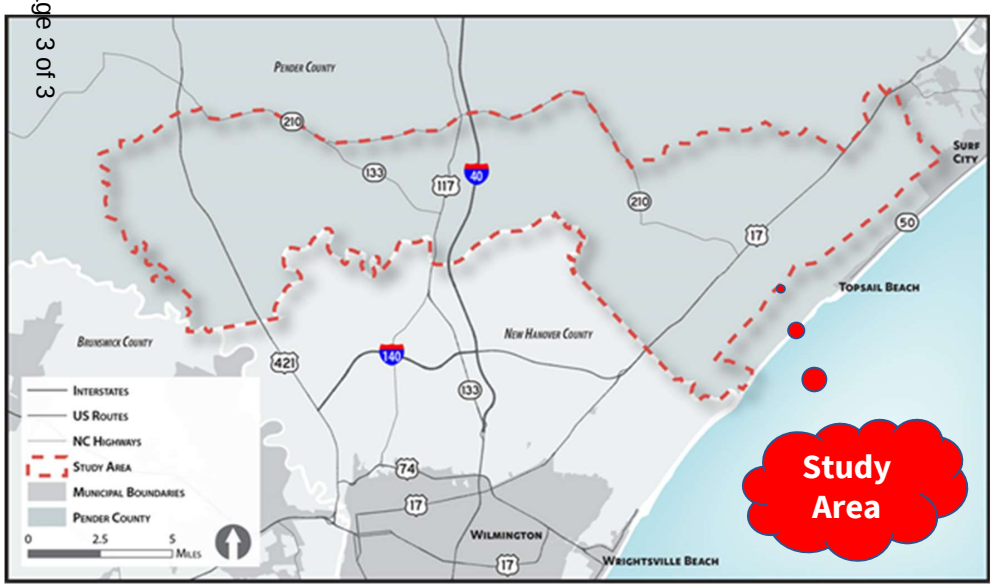
- Assessing level of comfort with biking and walking in Pender County.
- Identifying locations in Pender County that need improvements.
- Considering preferences for different bicycle and pedestrian facilities.

Take the survey online today:

PENDER COUNTY, NC

WMPO Wilmington Urban Area Metropolitan Planning Organization www.wmpo.org

Pender County Bicycle & Pedestrian Plan



WILMINGTON URBAN AREA
METROPOLITAN PLANNING ORGANIZATION

PENDER COUNTY NC

wsp

Scan QR Code to access Survey!

https://www.wmpo.org/pender-county-bicycle-and-pedestrian-plan/

Pender County
Project Manager summary

TO:	BOCC
FROM:	Buddy Avery
DATE:	February 21, 2023
SUBJECT:	Project Manager Work Plan

SUMMARY:
New project manager Buddy Avery will introduce himself and cover the projects he is working on for Pender County.

ACTION REQUESTED:
Informational only

Project Management: Current Projects

BUDDY AVERY

2/21/23

County Projects

- Health and Human Services Building (HHS)
- Pender Commerce Park DOT Road Ownership
- Potential Land Acquisitions

Park Projects

Penderlea Community Park

Central Pender Park

Kiwanis Park Phase 4

Abbey Nature Preserve

HHS Building

Status

- Preliminary layout complete
- Environmental and Geotechnical Engineering underway
- Architectural Design started

Milestones

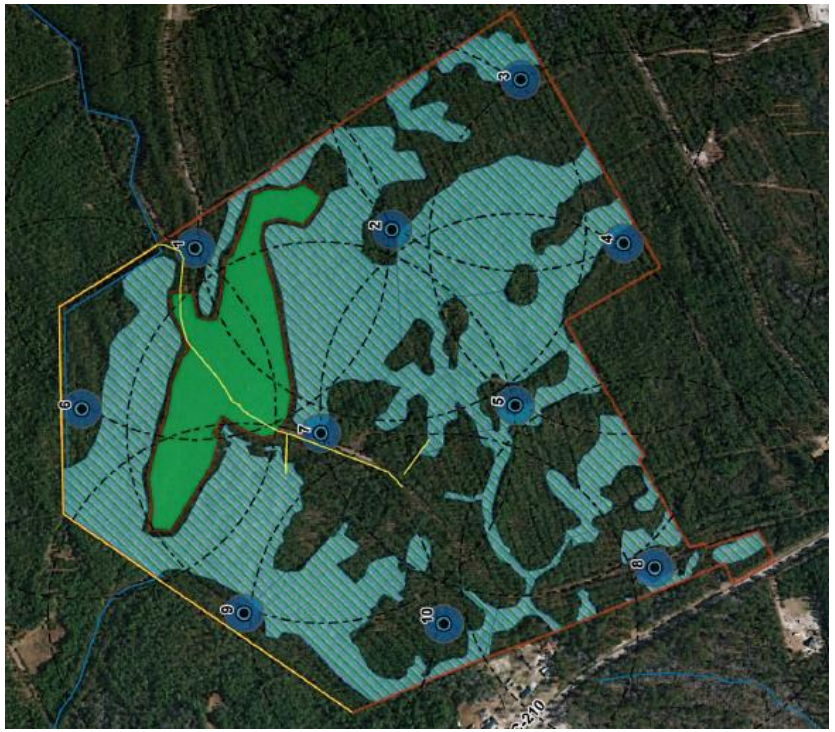
- **April 2023**: Concept Drawings
- **July 2023**: Schematic Drawings
- **October 2023**: Design Development Drawings
- **January 2024:** Construction Drawings
- **June 2024**: Permitting complete – Groundbreaking
- **December 2026**: Building Complete

Commerce Park DOT Road Ownership

- DOT performed a survey late last year and identified a list of deficiencies that need to be corrected prior to them taking over ownership of the roads
- For budgeting purposes, we will be moving the repairs into FY 23/24, so the cost does not require special allocation of funds

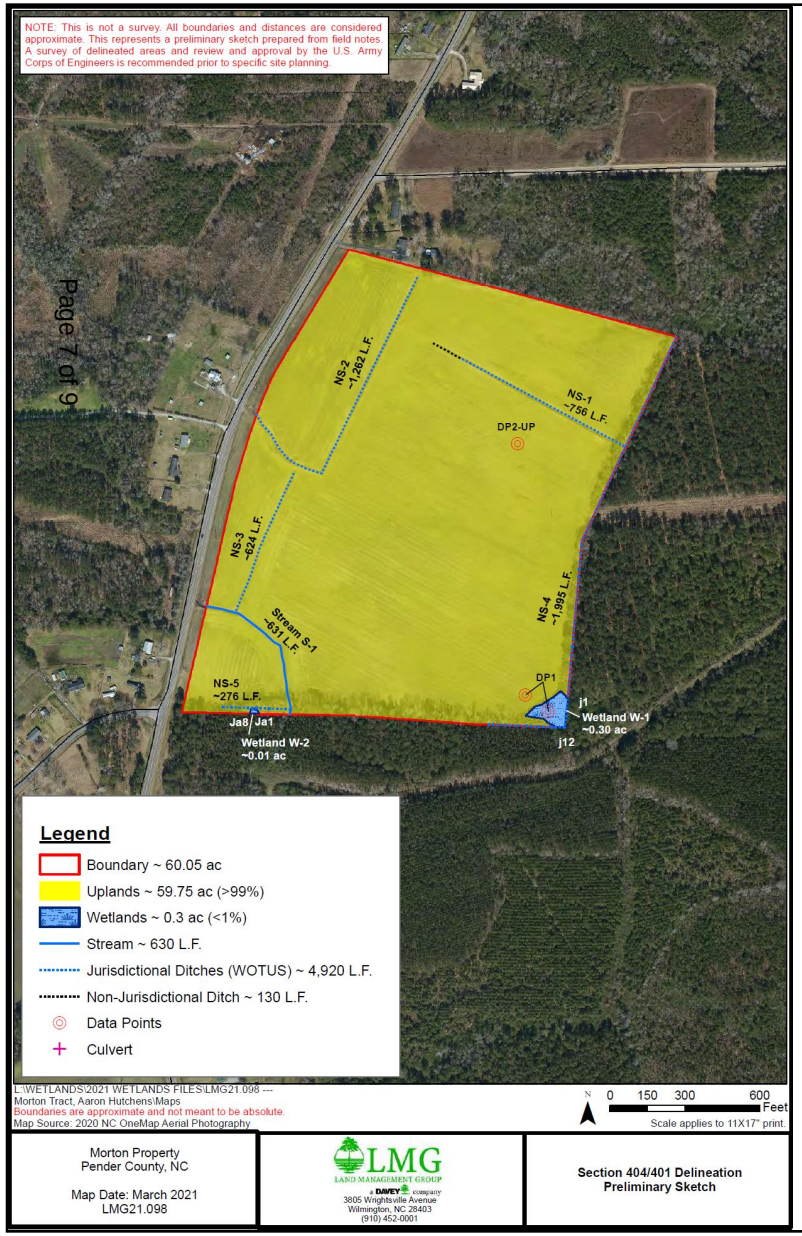
Potential Property Acquisitions

- Assisting the Managers office with due diligence requirements of land acquisitions



Penderlea Community Park

- Restroom/Picnic Shelter Plans are underway
- Existing utility tie-in will afford expedited construction
- This design will be used in other parks to reduce design costs
- This project currently has $100,000 budgeted and approved
- Total project cost to be presented at upcoming meeting
- Completion is expected late 2023



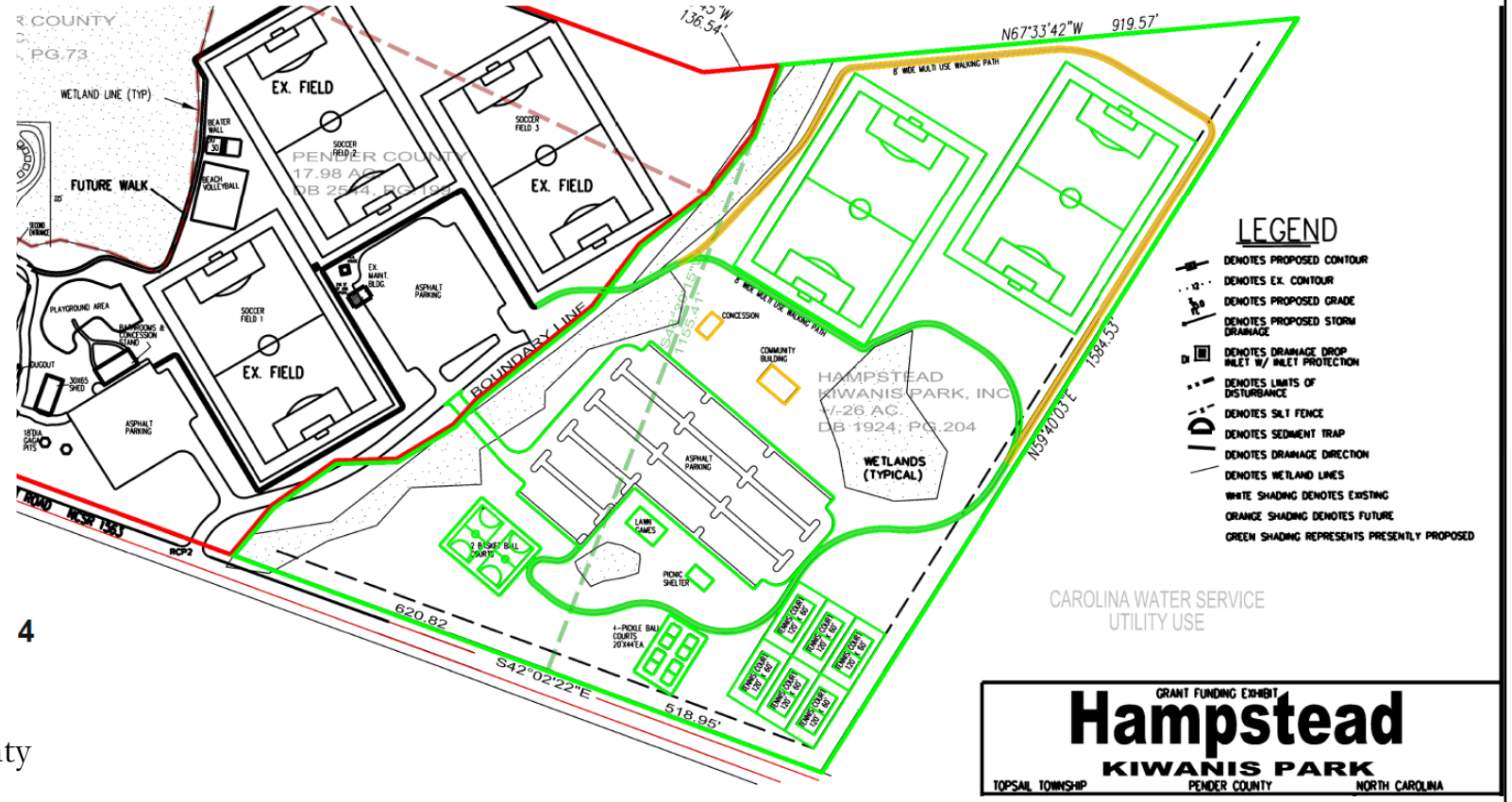
Central Pender Park

3387 Hwy 117N, Burgaw NC

- 58 +/- Acre Park
- Amenities to include:
  - Restroom Facilities/Picnic Shelter
  - Concession Stand
  - Playground
  - Multipurpose Fields
  - Walking Path
  - Parking lot
  - Lighting
  - Utilities
- Project Cost: $3,205,000 tot.
  - PARTF Grant $500,000, County Portion $2,705,000
- Current Status: RFQ is in process
- Completion Deadline: October 2025

Kiwanis Park: Phase 4

- 23.8 Acres
- Amenities to include:
  - Restroom Facilities/Picnic Shelter
  - (6) Tennis Courts
  - (4) Pickleball Courts
  - (2) Basketball Courts
  - (2) Multipurpose Fields
  - Walking Path
  - Parking lot
  - Lighting
  - Utilities
- Project Cost: $2,102,693 tot.
  - PARTF Grant $500,000 County Portion $1,602,693
- Current Status: RFQ is in process
- Completion Deadline: October 2025



Future Abbey Nature Park at Preserve

Abbey Nature Park

- Acreage Deeded to the County via Mungo Homes in coordination with their subdivision
- Plan for a parking lot, re-work of the trail head to the existing nature preserve, build a nature themed playground and restroom/picnic shelter
- Total project cost not determined yet

Pender County
Consideration of Granting an Easement to NCDOT for Minor Drainage Infrastructure and Roadway Improvements

TO:	Board of County Commissioners
FROM:	Daniel Adams
DATE:	February 21, 2023
SUBJECT:	Consideration of Granting an Easement to NCDOT for Minor Drainage Infrastructure and Roadway Improvements

SUMMARY:
The North Carolina Department of Transportation (DOT) is requesting two temporary construction easements and one permanent drainage easement from Pender County so that they may install a larger culvert pipe along US HWY 421 at its intersection with Quality Way, and expand the roadway width and replace the curb and gutter system along Corporate Drive near its intersection with US HWY 421. The temporaryconstruction easements will allow DOT to perform the construction work necessary to make these improvements on County property.

ACTION REQUESTED:
Consideration of Granting an Easement to NC DOT

ATTACHMENTS:
1. Draft Easement
2. Site Improvement Plans

Revenue Stamps $ 0.00

DRAINAGE / UTILITY EASEMENT

THIS INSTRUMENT DRAWN BY Maxton M. Radford CHECKED BY Kaye D. Baggett

Return to: Maxton M. Radford
NCDOT: Kaye D. Baggett – Division Agent
5501 Barbados Blvd.
Castle Hayne, NC 28429

NORTH CAROLINA
COUNTY OF Pender
TAX PARCEL 2291-95-4885-0000

TIP/PARCEL NUMBER: 1 & 3
WBS ELEMENT: 50259
ROUTE: US 421

THIS EASEMENT, made and entered into this the _____ day of _____ 20 _____
by and between Pender County, a body politic and political subdivision of the State of North Carolina
Post Office Box 5
Burgaw, NC 28425

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

THAT WHEREAS, the DEPARTMENT desires to construct and maintain a drainage and/or a utility facility through and across the property of GRANTORS,

AND WHEREAS, GRANTORS, recognizing the benefits accruing to their said property through the construction and maintenance by the DEPARTMENT of roads and highways upon or in the vicinity of said property of GRANTORS,

NOW, THEREFORE, in consideration of said benefits, and further consideration of $ 1.00 and other valuable considerations, GRANTORS hereby release the DEPARTMENT, its successors and assigns, from any and all claims for damages by reason of the construction and maintenance of said drainage and/or utility facility across and through the lands of GRANTORS, and GRANTORS hereby give, grant, bargain, sell and convey unto the DEPARTMENT, its successors, and assigns, an easement for the construction and maintenance of a drainage and/or utility facility across and through the property of GRANTORS located in Grady Township, Pender County, and being more fully described in a deed recorded in Book 3044, Page 319, Pender County Registry, said easement being described as follows:

A Drainage / Utility Easement described as follows:

Point of beginning being N 85^51'52.3" W, 90.157 feet from -L1- Sta 36+00 thence to a point on a bearing of N 29^31'16.3" W 66.314 feet thence to a point on a bearing of S 70^18'24.0" W 7.621 feet thence to a point on a bearing of S 29^32'49.0" E 67.619 feet thence to a point on a bearing of N 60^27'11.0" E 7.478 feet returning to the point and place of beginning. Having an area of 501.804 Square feet being 0.012 acres. ----------

COUNTY: PENDER **WBS ELEMENT:** 50259 **TIP/PARCEL NO.:** 1 & 3

The final right of way plans showing the above-described area are to be certified and recorded in the Office of the Register of Deeds for said county pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

Said Permanent Drainage/Utility Easement in perpetuity is for the installation and maintenance of drainage facilities and/or utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility and/or utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and/or utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility and/or utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The underlying fee owner shall have the right to continue to use the Permanent Drainage/Utility Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage/Utility Easement area(s). It is further understood and agreed that Permanent Drainage/Utility Easement shall be used by the Department for additional working area during the above-described project.

IN ADDITION, and for the aforestated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests: NONE ----------

COUNTY: PENDER **WBS ELEMENT:** 50259 **TIP/PARCEL NO.:** 1 & 3

Temporary Construction Easement # 1 described as follows:

Point of beginning being N 89^15'50.9" W, 111.475 feet from -L1- Sta 36+00 thence to a point on a bearing of S 60^23'34.9" W 35.549 feet thence to a point on a bearing of S 61^34'25.4" W 13.189 feet thence to a point on a bearing of S 29^32'49.0" E 6.434 feet thence to a point on a bearing of N 60^27'11.0" E 50.000 feet thence to a point on a bearing of S 68^9'38.5" E 31.995 feet thence to a point on a bearing of N 29^31'16.3" W 25.000 feet thence to a point on a bearing of S 60^27'11.0" W 7.478 feet thence to a point on a bearing of N 29^32'49.0" W 6.228 feet thence to a point on a bearing of S 60^23'34.9" W 13.764 feet returning to the point and place of beginning. Having an area of 638.720 Square feet and being 0.015 acres. ----------

Temporary Construction Easement #2 described as follows:

Point of beginning being S 47^22'2.5" W, 159.716 feet from -L1- Sta 64+00 thence to a point on a bearing of N 29^26'31.9" W 101.067 feet thence to a point on a bearing of S 57^0'40.0" W 58.826 feet thence to a point on a bearing of S 64^6'41.0" W 112.190 feet thence to a point on a bearing of S 63^30'25.0" W 67.830 feet thence to a point on a bearing of S 64^14'52.1" W 240.648 feet thence to a point on a bearing of S 25^47'41.5" E 70.000 feet thence to a point on a bearing of N 64^14'52.0" E 240.481 feet thence to a point on a bearing of N 64^58'50.4" E 67.968 feet thence to a point on a bearing of N 71^28'30.0" E 112.940 feet thence to a point on a bearing of N 72^30'55.0" E 29.838 feet thence to a point on a bearing of N 72^30'55.0" E 20.152 feet thence to a point on a bearing of N 64^23'4.0" E 15.516 feet returning to the point and place of beginning. Having an area of 36330.978 Square feet and being 0.834 acres. ----------

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described area(s) until such time that the property owners alter the adjacent lands in such a manner that the lateral support of the cut and/or fill slopes are no longer needed. Any additional construction areas lying beyond the beyond the right of way limits and beyond any permanent easement areas will terminate upon completion of the project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

This EASEMENT is subject to the following provisions only: NONE ----------

There are no conditions to this EASEMENT not expressed herein.

To HAVE AND TO HOLD said perpetual easement for highway purposes unto the DEPARTMENT, its successors and assigns, and the GRANTORS, for themselves, their heirs, successors, executors and assigns, hereby warrant and covenant that they are the sole owners of the property; that they solely have the right to grant the easement; and that they will forever warrant and defend title to the same against the lawful claims of all persons whomsoever;

The Grantors acknowledge that the project plans for Project # 50259 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 50259 , Pender County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

COUNTY: PENDER **WBS ELEMENT:** 50259 **TIP/PARCEL NO.:** 1 & 3

IN WITNESS WHEREOF, the Grantors have hereunto set their hands and seals (or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors) the day and year first above written.

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

PENDER COUNTY

BY: _____
Jacqueline A. Newton – Chairwoman of
the Pender County BD. of Commissioners

ATTEST: _____
Nancy Avery – Clerk of the
Pender County Board of Commissioners

(Official Seal)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

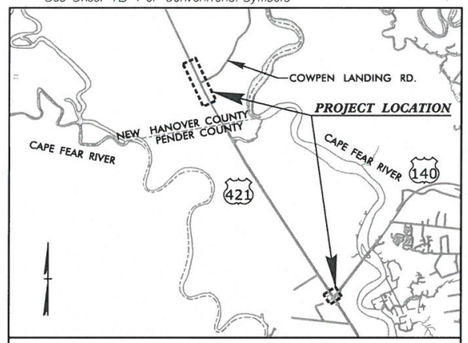
(Official Seal)	North Carolina, _____ County I, _____, a Notary Public for _____ County, North Carolina, certify that Jacqueline A. Newton personally came before me this day and acknowledged that he is the Chairwoman of the Pender County Board of Commissioners, and that by authority duly given, the foregoing instrument was signed by Jacqueline A. Newton, The Chairwoman of the Pender County Board of Commissioners, sealed with its corporate seal, and Attested by Nancy Avery as its Clerk. Witness my hand and official seal this the ____ day of _____, 20 ____ . _____ Notary Public My commission expires: _____

06/08/94

TIP PROJECT: 50259

CONTRACT:

See Sheet 1A For Index of Sheets
See Sheet 1B For Conventional Symbols



VICINITY MAP NTS

STATE OF NORTH CAROLINA
DIVISION OF HIGHWAYS

NEW HANOVER & PENDER COUNTIES

LOCATION: *US HWY 421 BETWEEN VITAMIN DRIVE AND COWPEN LANDING ROAD (SR 1109)*

TYPE OF WORK: *GRADING, PAVING, DRAINAGE, & SIGNALS*

STATE	STATE PROJECT REFERENCE NO.	SHEET NO.	TOTAL SHEETS
N.C.	50259	1	

STATE PROJ. NO.	F. A. PROJ. NO.	DESCRIPTION
50259		PE
50259		ROW
50259		UTIL
50259		CON

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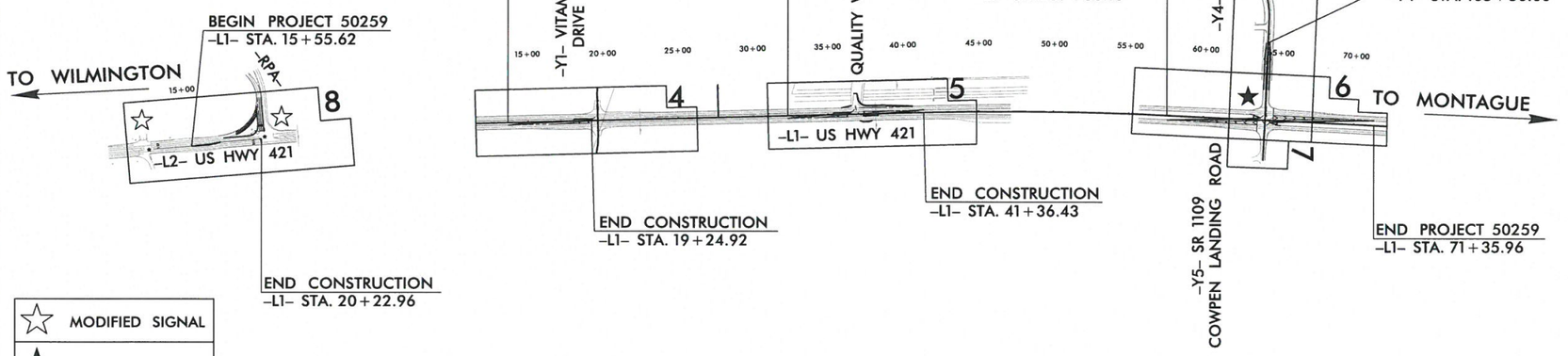

CLEARING ON THIS PROJECT SHALL BE PERFORMED TO THE LIMITS ESTABLISHED BY MODIFIED METHOD III

GRAPHIC SCALES

PLANS 50 25 0 50 100
PROFILE (HORIZONTAL) 50 25 0 50 100
PROFILE (VERTICAL) 10 5 0 10 20

DESIGN DATA

ADT 2019 = 7,600
V -L1- (NB) = 60 MPH
V -L1- (SB) = 60 MPH
V -L2- = 60 MPH
V -Y4- = 30 MPH

PROJECT LENGTH

LENGTH ROADWAY PROJECT 50259 = 0.627 MILES

NCDOT CONTACT: TRACE R. HOWELL, PE
PROJECT DEVELOPMENT UNIT - DIVISION 3 DESIGN ENGINEER
PH: 910-341-2000

Prepared In the Office of:
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place Raleigh, North Carolina 27609
Phone: 919-872-5115 | www.rameykemp.com | NC License No. C-0910

2018 STANDARD SPECIFICATIONS –

RIGHT OF WAY DATE: FEB. 16, 2023

LETTING DATE:

KAYLA M. POULOS, PE
PROJECT ENGINEER

ANDREW PROCTOR JR, PE
BRET PALIS
PROJECT DESIGNER

HYDRAULICS ENGINEER

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

SIGNATURE:

ROADWAY DESIGN ENGINEER

SIGNATURE:

STATE OF NORTH CAROLINA • DEPARTMENT OF TRANSPORTATION •

12/13/2022
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User: kwise

Infrastructure Consulting Services, Inc.
dba RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
www.rameykemp.com

PROJECT REFERENCE NO.	SHEET NO.
50259	4
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION

PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

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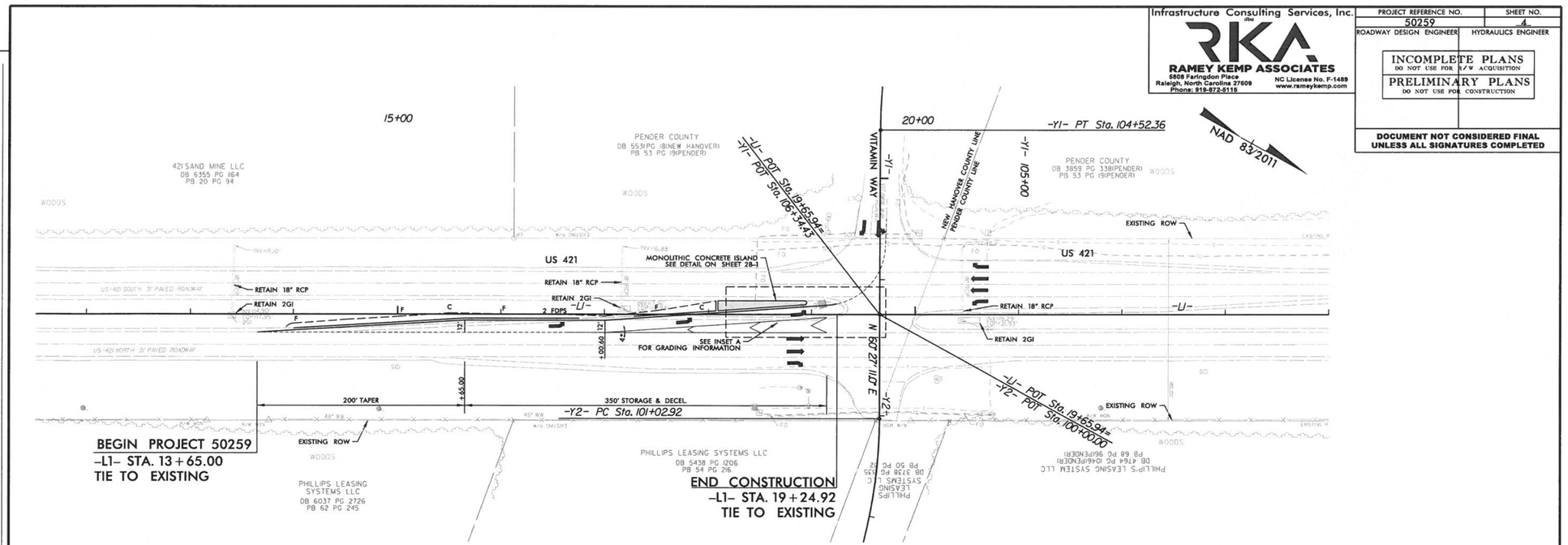
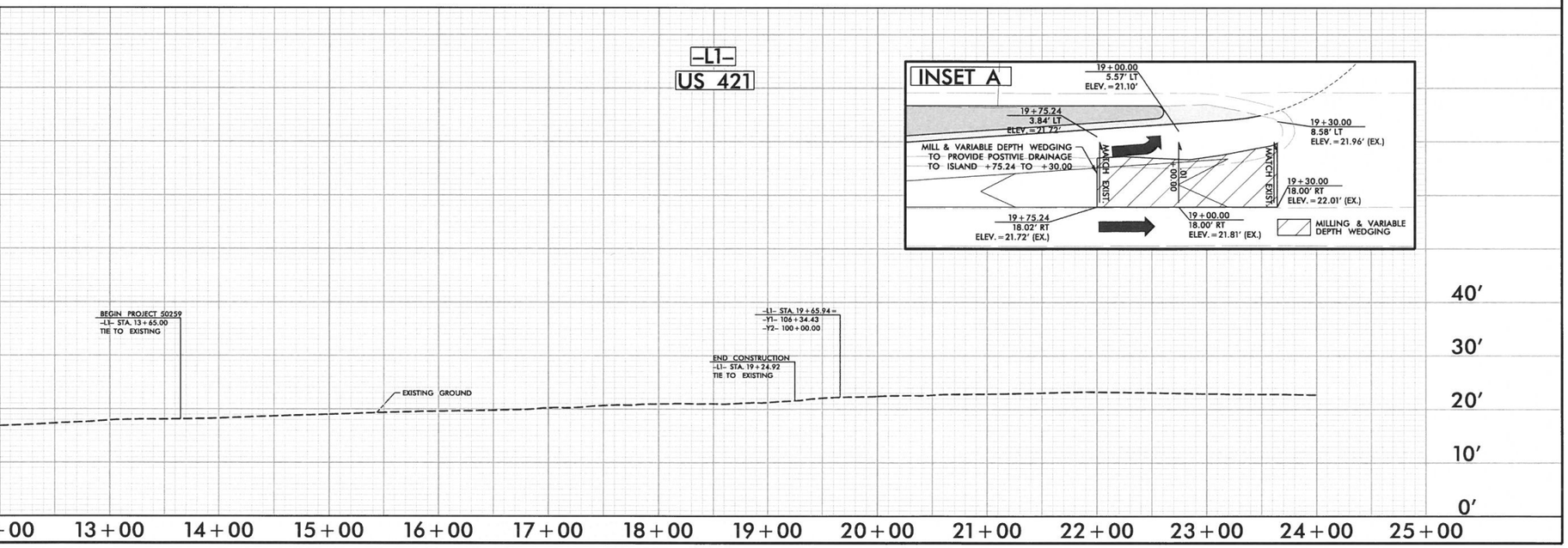
REVISIONS





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Infrastructure Consulting Services, Inc. dba
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
www.rameykemp.com

PROJECT REFERENCE NO.	SHEET NO.
50259	5
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

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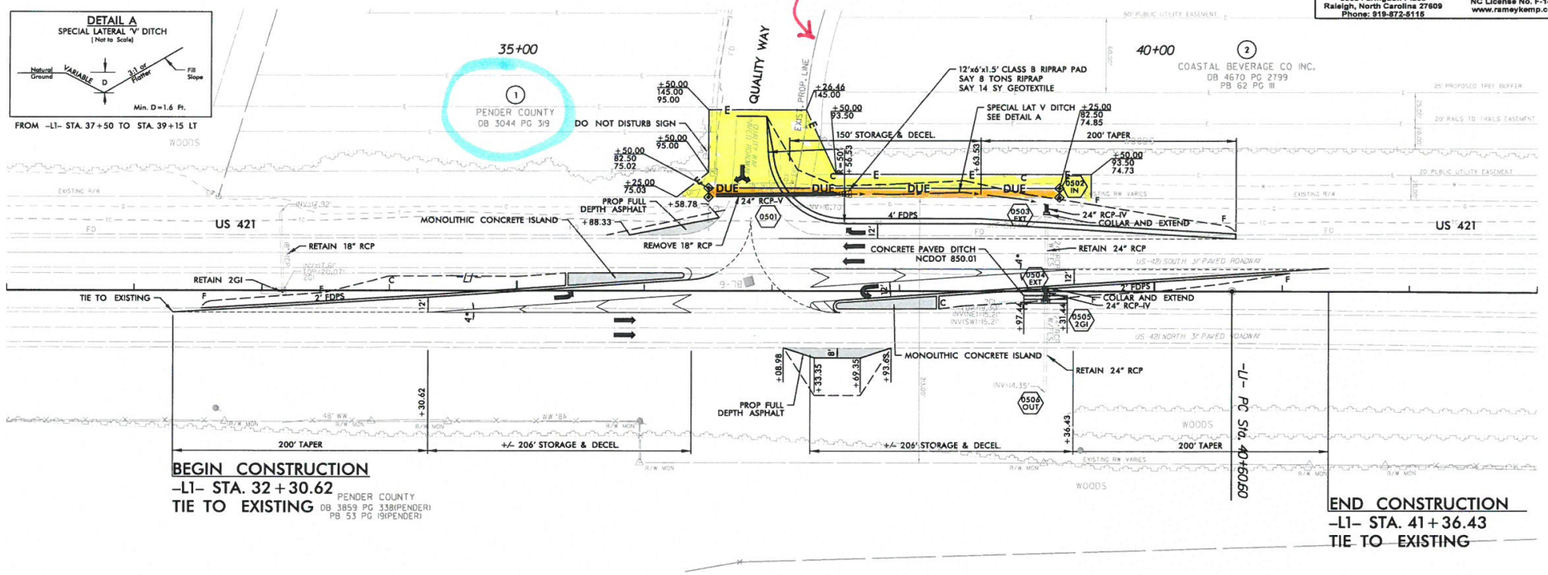
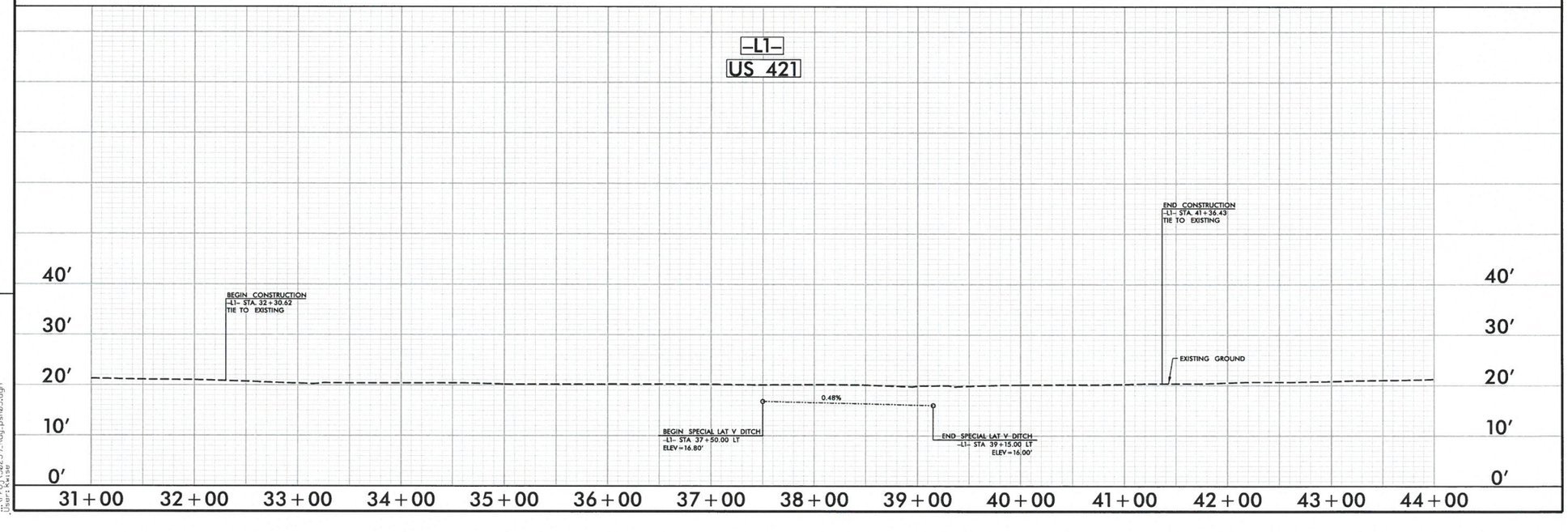
REVISIONS





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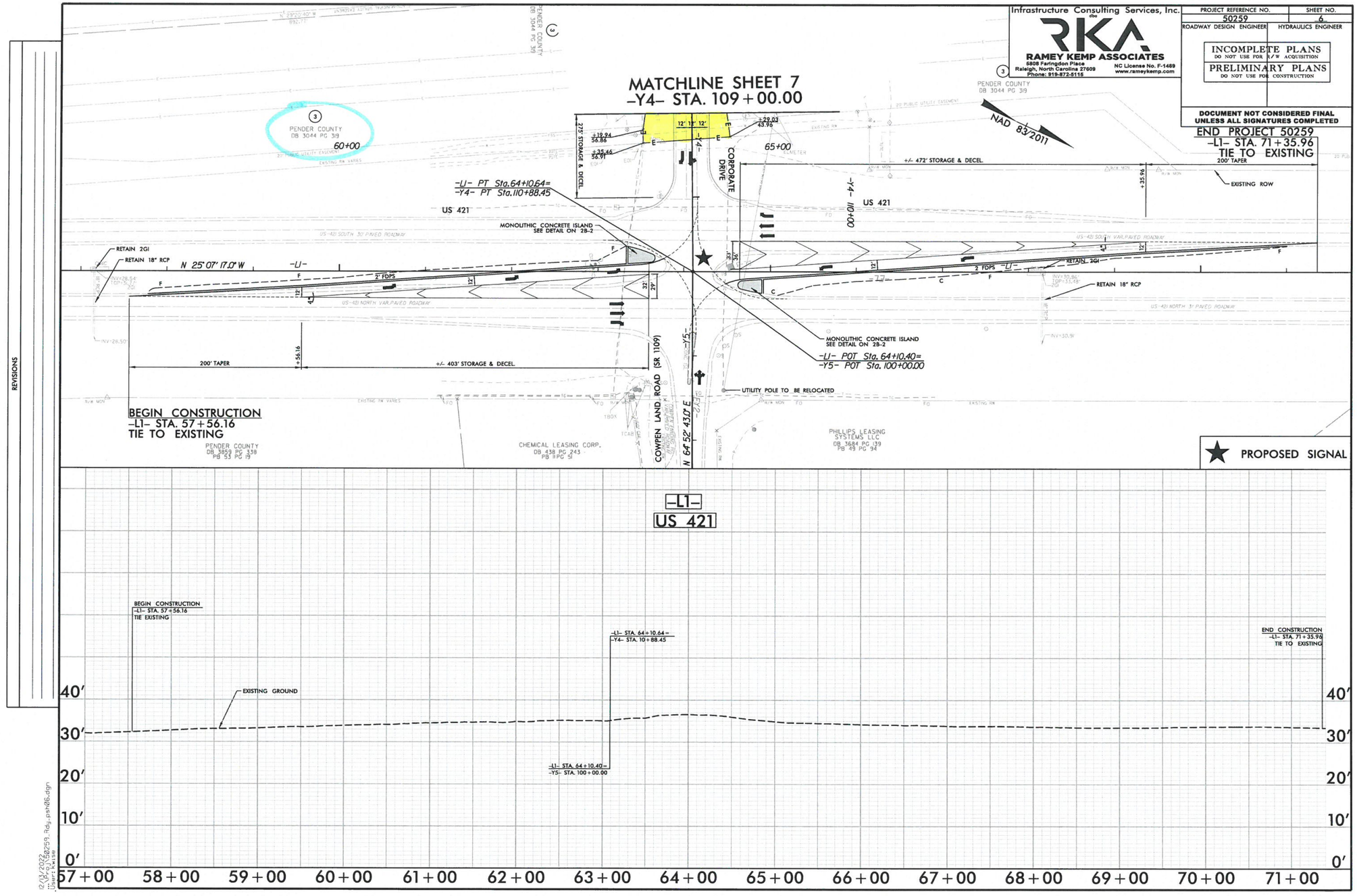
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Infrastructure Consulting Services, Inc.
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1469
www.rameykemp.com
PROJECT REFERENCE NO. 50259
SHEET NO. 6
ROADWAY DESIGN ENGINEER
HYDRAULICS ENGINEER
INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION
DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED
END PROJECT 50259
-L1- STA. 71+35.96
TIE TO EXISTING
200' TAPER
EXISTING ROW
NAD 83/2011
PENDER COUNTY
DB 3044 PG 319
60+00
65+00
CORPORATE DRIVE
+/- 472' STORAGE & DECEL.
-L1- PT Sta.64+10.64=
-Y4- PT Sta.110+88.45
US 421
MONOLITHIC CONCRETE ISLAND
SEE DETAIL ON 28-2
RETAIN 2GI
RETAIN 18" RCP
N 25° 07' 17.0" W
2' FDPS
200' TAPER
+/- 403' STORAGE & DECEL.
-L1- POT Sta. 64+10.40=
-Y5- POT Sta. 100+00.00
UTILITY POLE TO BE RELOCATED
BEGIN CONSTRUCTION
-L1- STA. 57+56.16
TIE TO EXISTING
PENDER COUNTY
DB 3959 PG 138
PB 53 PG 19
CHEMICAL LEASING CORP.
DB 438 PG 243
PB 8 PG 51
COWPEN LAND ROAD (SR 1109)
N 64° 52' 43.0" E
PHILLIPS LEASING SYSTEMS LLC
DB 3684 PG 139
PB 49 PG 94
PROPOSED SIGNAL
REVISIONS
-L1-
US 421
BEGIN CONSTRUCTION
-L1- STA. 57+56.16
TIE EXISTING
EXISTING GROUND
-L1- STA. 64+10.64=
-Y4- STA. 10+88.45
-L1- STA. 64+10.40=
-Y5- STA. 100+00.00
END CONSTRUCTION
-L1- STA. 71+35.92
TIE TO EXISTING
40'
30'
20'
10'
0'
57+00
58+00
59+00
60+00
61+00
62+00
63+00
64+00
65+00
66+00
67+00
68+00
69+00
70+00
71+00
12/13/2022
...\Proj\50259_Rdy_pstn06.dgn
User: kwise

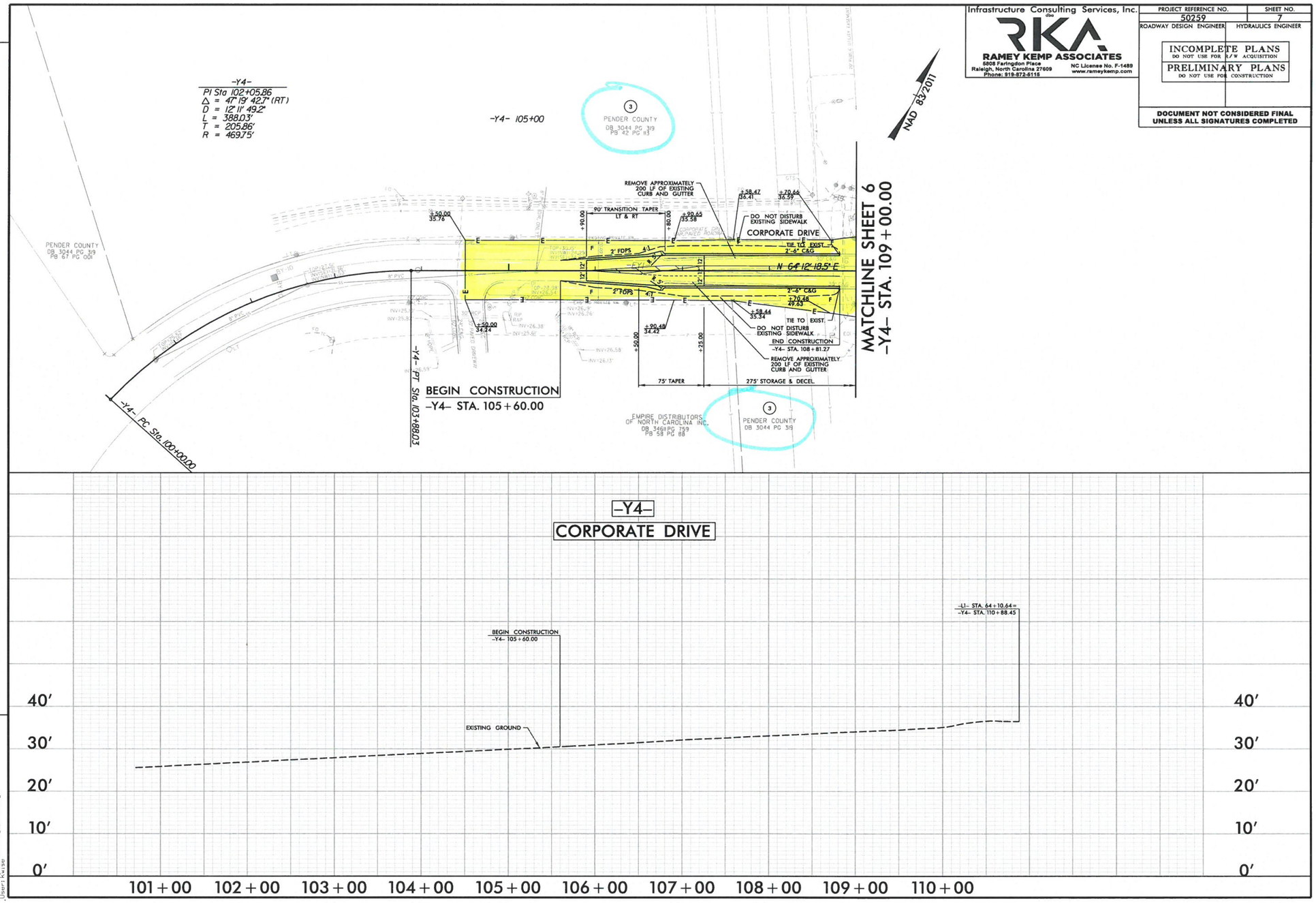
Infrastructure Consulting Services, Inc. dba
RKA
RAMEY KEMP ASSOCIATES
5808 Faringdon Place
Raleigh, North Carolina 27609
Phone: 919-872-6115
NC License No. F-1489
www.rameykemp.com

PROJECT REFERENCE NO.	SHEET NO.
50259	7
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

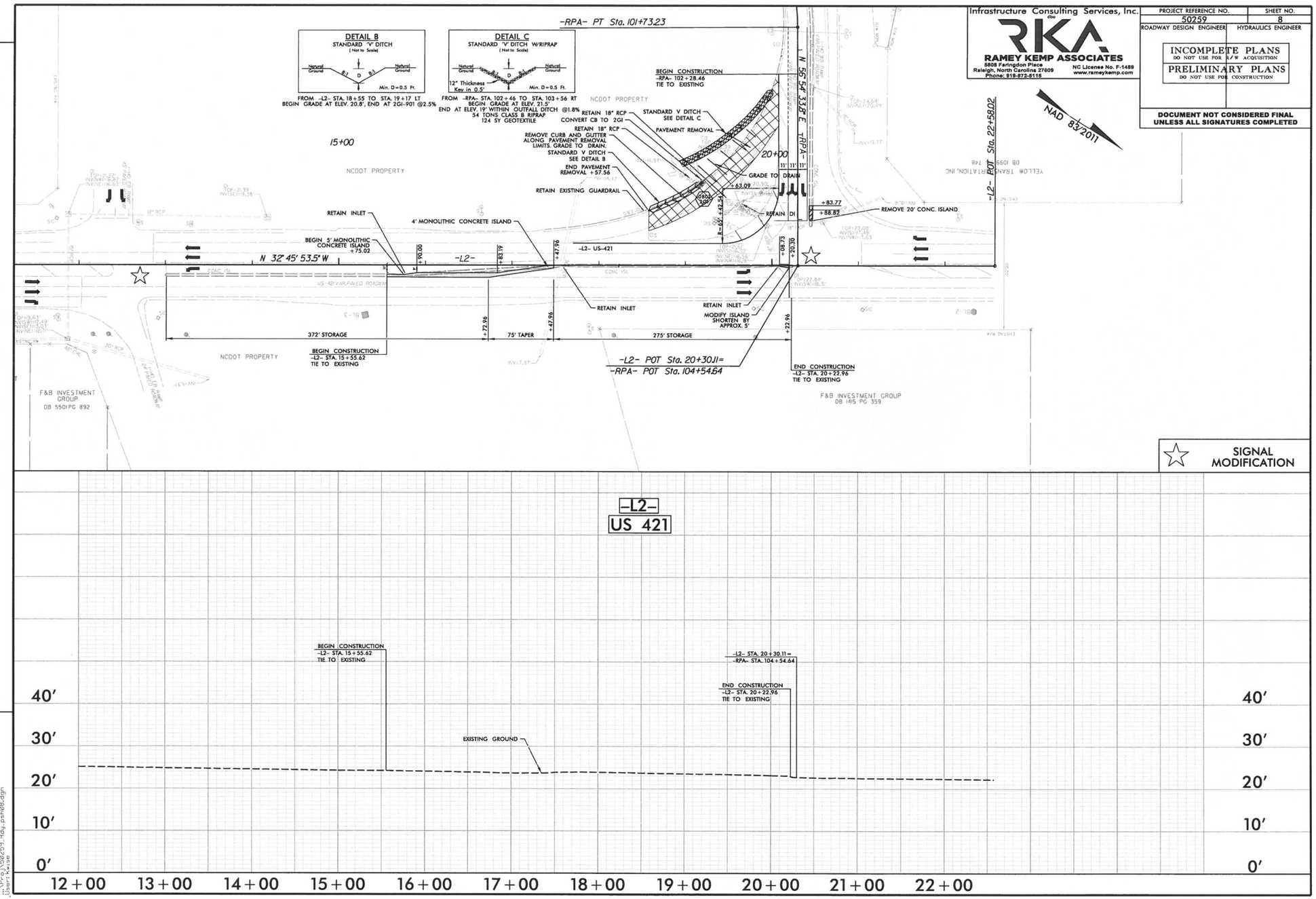
INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

DOCUMENT NOT CONSIDERED FINAL UNLESS ALL SIGNATURES COMPLETED

REVISIONS



12/13/2022
Project: 50259, Rdy_pshl07.dgn
User: kwise



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Raleigh, North Carolina 27609
Phone: 919-872-5115
NC License No. F-1489
www.rameykemp.com

PROJECT REFERENCE NO.	SHEET NO.
50259	8
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

INCOMPLETE PLANS
DO NOT USE FOR R/W ACQUISITION
PRELIMINARY PLANS
DO NOT USE FOR CONSTRUCTION

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UNLESS ALL SIGNATURES COMPLETED

REVISIONS

12/13/2022
J:\PROJECTS\50259\Roadway\Sheets\50259_Roadway_Sheets.dgn

Pender County
Approval of a Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50.

TO:

FROM: Erik Harvey

DATE: February 21, 2023

SUBJECT: Approval of Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50.

SUMMARY:
Pender County contracts with MCCi during the budget year to provide licensing and support services for the Laserfiche Document Management System. These services are necessary to provide efficient service delivery to both County employees and clients served.

Department	Account	Cost
County Manager's Office	420-404500	$564.00
Health	900050-404500	$600.00
Health	900051-404500	$627.00
Health	900052-404500	$600.00
Health	900053-404500	$600.00
Health	900055-404500	$600.00
Health	900057-404500	$600.00
Health	900058-404500	$600.00
Health	900059-404500	$600.00
Health	900061-404500	$628.00
Health	900062-404500	$600.00
Health	900065-404500	$600.00
Health	900076-404500	$600.00
Health	900077-404500	$600.00
Health	900079-404500	$600.00
ITS	445-404500	5690.5
Parks & Rec	665-404500	$846.00
Social Services	100-404500	$24,403.00
Tourism	670-404500	$282.00

Utilities	172-404500	$2,256.00
Veterans Services	607-404500	$846.00
		$42,142.50

ACTION REQUESTED:
Recommendation to issue a Purchase Order to MCCi for Laserfiche Document Management System Annual Renewal in the amount of $42,142.50 for FY22-23. This expenditure has been budgeted in the FY 22-23 Budget Ordinance.

BUDGETARY NOTIFICATION

Client Name: Pender County
Estimate Number: 26365
Estimate Type: Laserfiche Support Renewal

Quote Date: February 2, 2023
Support Period: 3/19/2023 - 3/18/2024

Product Description:	*Qty.*	*Unit Cost*	*Annual Total*
LASERFICHE ANNUAL SOFTWARE SUPPORT - BASIC			
☑ Laserfiche Rio Records Management Edition Named Full User (100-199 Users)	150	$177.10	$26,565.00
☑ Laserfiche Rio Forms Professional (100-199 Users)	150	$16.10	$2,415.00
☑ Laserfiche Rio Connector (100-199 Users)	150	$8.05	$1,207.50
☑ Laserfiche Rio Pilot Public Portal	1	$5,000.00	$5,000.00
☑ Laserfiche Rio Quick Fields	1	$120.00	$120.00
☑ Laserfiche Rio Quick Fields Core	1	$1,000.00	$1,000.00
☑ Laserfiche Rio Import Agent	1	$300.00	$300.00
Laserfiche Annual Recurring Software Support Subtotal			***$36,607.50***
MCCi SUPPLEMENTAL SUPPORT SERVICES SUBSCRIPTION			
☑ Process Administration Support Services for Laserfiche, Level 2	1	$5,535.00	$5,535.00
Client needs are estimated based on the current components provided herein: up to 15 hours that will expire at the end of your renewal term.			
MCCi Supplemental Support Services Annual Recurring Subscription Subtotal			***$5,535.00***

GRAND TOTAL - RECURRING ANNUAL SUPPORT/SUBSCRIPTION	***$42,142.50***

TOTAL SUPPORT COST	***$42,142.50***

Pender County
Request for Board Approval

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	February 21, 2023
SUBJECT:	Approval for a Purchase Order to Fairway Ford for a 2022 Ford Escape in the amount of $28,390.

SUMMARY:
A 2009 Ford Escape (Vehicle # 3970) used by Environmental Health became inoperable. The Pender County Maintenance Department has deemed this vehicle cannot be repaired. There is a faulty module for the ABS brakes that is no longer available. Manufacturer keeps parts for ten years only. A request to replace this vehicle last fiscal year was not approved. Unfortunately, this matter was unforeseen and a new replacement is needed during this fiscal year. The vehicle is assigned to an environmental health staff member who performs food and lodging inspections and is used daily. Quotes to replace the vehicle were requested from Fairway Ford, Capital Chevrolet and Dodge Ram in Clinton. Two quotes were received and are attached. We have selected Fairway Ford as the vendor to purchase the replacement vehicle. No additional funds are needed. Unexpended funds and additional revenues in the current budget are available to cover the cost of the vehicle.

ACTION REQUESTED:
The Board of Commissioners approval to to authorize a purchase order to Fairway Ford for the purchase of a 2022 Ford Escape in the amount of $28,390.

Donna Ramos

From: Andy Devane
Sent: Tuesday, January 24, 2023 1:45 PM
To: Donna Ramos; Carolyn Moser
Cc: Margaret Blue
Subject: FW: [External]2022 escape se all wheel drive quote

Good afternoon,

Here is the quote for the Ford escape. Please proceed and get on the next BOCC meeting. Please let me know if you have any questions about this.

Thanks

Andy Devane | Asset Manager
Pender County Finance Office
805 S. Walker St. Burgaw, NC 28425
(910) 259-1467 P | 910-259-1574 F | 910-512-1270 C
adevane@pendercountync.gov

From: Hugh Highsmith III <hugh3@fairwayford.email>
Sent: Tuesday, January 24, 2023 12:34 PM
To: Andy Devane <adevane@pendercountync.gov>
Subject: [External]2022 escape se all wheel drive quote

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

Andy,

Per our conversation yesterday, please find specifications and pricing for the new 2022 Ford Escape that I currently have in stock.

Specifications:
New 2022 Ford Escape all wheel drive SUV
SE trim level
1.5L turbo charged gasoline engine
Automatic transmission with 8 forward gears
6 way power driver's seat
Rearview camera
Rear parking sensors
17" silver painted aluminum wheels
Exterior: White
Interior: Dark gray cloth

Selling Price: $28,390.00 (excludes tax, title, license, registration fees)

Capital Chevrolet Inc.

Government Sales Division

From Rod Mitchell Government Account Manager
Phone/Fax Office 919-573-8530
E-Mail rmitchell@capitalchevroletnc.com

January 24 2023

NC State Contract 070A

2023 Chevrolet Traverse AWD 1NV56			$ 28,507.00
	MSRP		Less 6% Discount
2FL LT Package	$ 3,125.00	$	2,937.50

Colors available: Black, Blue

TOTAL PRICE $ 31,444.50

Remit to:
rmitchell@capitalchevroletnc.com
Capital Chevrolet of Wake Forest
9820 Capital Blvd
Wake Forest, NC 27587

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	February 21, 2023
SUBJECT:	Approval of Purchase Order and Budget Amendment to Purchase a Truck Capable of Towing 19,200 Pounds for up to $95,000

SUMMARY:
PCU is requesting the approval of a purchase order and budget amendment to spend up to $95,000 for one 2022 or 2023 heavy-duty truck to tow the large Kubota excavator. This equipment is used for doing taps and repairs of the water and sewer system for Pender County, so it is critical that we have a truck to transport the equipment around the county as needed.

PCU's current vehicle used for this purpose is a 1989 Freightliner dump truck, which is currently out of service. The cost of repairs to this vehicle is much more than the truck is worth. This truck in running condition has a $10,000 value, and the repair cost is $37,000. The cost to rent a truck capable of towing the equipment is $3,500 a month, so if we do not purchase a replacement soon, we will have to spend a significant amount for a rental.

Due to the weight of the excavator, PCU does not currently have a truck in the fleet to legally tow this equipment. We need to purchase a vehicle capable of towing 19,200 pounds to meet NCDOT laws. The replacement vehicle will be shopped and purchased with the aid of the Asset Manager (Andy Devane).

Typically, PCU would not request a vehicle purchase outside of the normal budget process, but due to the timeliness, immediate need, and unforeseen significant breakdown of our existing truck, this purchase has become an emergency need. Due to the current truck market and the short amount of time that vehicles ready for purchase are available, we need to be able to respond quickly to vehicles on sale that meet our criteria. This vehicle will be shopped to determine what is available, and due to inventory moving so quickly we cannot react to purchase without this broad authorization. We have reached out to several vendors and the window to order is closed and the lead time is 24 months out on class 6,7, and 8 trucks. Keep in mind the

ordering process for large vehicles is not normal compared to other vehicles. We have a F350 crane truck that was ordered in October of 2021 and are still waiting for delivery seventeen months later.

This request also is to approve the budget amendment to transfer funds from the PCU enterprise fund balance to Capital Outlay-Vehicles (072-407403). The purchase order approval is to an unspecified vendor to be determined based on vehicle availability.

ACTION REQUESTED:
Approve purchase order for up to $95,000 and budget amendment to purchase a replacement heavy truck

ATTACHMENTS:
Budget Ordinance Amendment
Examples of trucks that meet PCU's current need

Friday, February 3, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department 072 - WATER OPERATIONS

Division, Program, Project, etc. Tap crew hauling vehicle replacement

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-399000	Water Unappropriated Fund Balance	95000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	072-407403	Capital Outlay-Vehicle	95000
2			
3			
4			
5			
6			
7			
8			
9			
10			

Total Revenues 95000

Total Expenditures 95000

Budget Amendment Balances when Zero. 0

Prepared By: Kenny Keel

Email kkeel@pendercountync.gov

PROMO

New 2022 FORD Contractor Truck, Dump Truck, Landscape Truck
F550

5 Miles Stock # 228904

$91,720

Tirapelli Ford

Popularity Stats

Loading Data...

Loading Data...

Description

Stock # 228904 5 Miles

2022 Ford F-550SD, 2D Standard Cab, 2022 Ford F-550SD DRW 4WD 7.3L V8 PFI OHV 16V Federal 350hp 10-Speed Automatic Oxford White with Galion Dump bed. ***CONFIRM AVAILABILITY*** (CALL DIRECTLY TO: 815-725-3033), 4WD.

Why Ron Tirapelli Ford? Shopping at Ron Tirapelli Ford is car buying the way it should be: fun, informative and fair. Here are our promises: * Pressure Free, Efficient, Friendly, and Helpful Sales Staff! * One Massive Inventory For One Stop Shopping! * Certified Factory Backed Service with Shuttle Service and Loaner Cars! Ron Tirapelli Ford - Family Owned Since 1984! Call us at 815-725-3033 to confirm availability and setup a test drive! We are located at: 4355

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Call for the latest arrivals: (888) 346-1235

Details

Condition:	New
Year:	2022
Make:	FORD
Model:	F550
Class:	CLASS 5 (GVW 16001 - 19500)
Category:	Contractor Truck, Dump Truck, Landscape Truck
Location:	Shorewood, IL
Fuel Type:	Gasoline
Brake Type:	HYDRAULIC
Stock Number:	228904
VIN:	1FDUF5HN4NEE34540
Drivetrain:	Rear Wheel Drive w/4x4
Engine Model:	7.3L V8 PFI OHV 16V Federal 350hp
Engine Size:	7.3L
Weight:	16,001 - 19,500#
Transmission Speed:	10
Transmission Type:	Automatic
Color:	Oxford White
Doors:	2
Mileage:	5

Upfit Details

Upfit Body Type:	DUMP BODIES
Upfit Make:	GALION
Upfit Model:	Galion Standard Dump Body

Upfit With Galion Standard Dump Body

Galion Dump Body

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Tirapelli Ford

Call for the latest arrivals: (888) 346-1235

Call 1-888-346-1235

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PROMO

New 2022 Ford Dump Truck
F-550SD

Stock # ST22-480

$84,847

Imperial Ford

Popularity Stats

Seen 94 times *(last 30 days)*

Saved by 1 person

The price recently **decreased by $9,130**

Description

Stock # ST22-480

2022 Ford F-550SD, 2D Standard Cab, XL trim. 4x4, iPod/MP3 Input, Bluetooth®, Remote Engine Start, Smart Device Integration, WiFi Hotspot. Warranty 5 yrs/60k Miles - Drivetrain Warranty;

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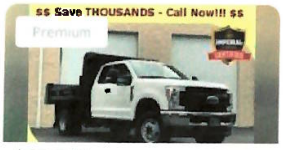
Details

Condition:	New
Year:	2022
Make:	Ford
Model:	F-550SD
Class:	CLASS 5 (GVW 16001 - 19500)
Category:	Dump Truck
Cab Type:	STANDARD CAB
Location:	Mendon, MA
Fuel Type:	Diesel
Stock Number:	ST22-480
VIN:	1FDUF5HT7NED46757
Engine Model:	Power Stroke 6.7L V8 DI 32V OHV Turbodiesel
Engine Size:	6.7L
Transmission Speed:	10
Transmission Type:	Automatic
Color:	Oxford White
Interior Color:	Gray
Doors:	2

See more Trucks like this

$78,847 540 miles

2022 Ford F-550SD Dump Truck...
Imperial Ford



$68,747 9,945 miles

2018 Ford F-350SD Dump Truck...
Imperial Ford

$55,647 3 miles

2022 Ford F-250SD Pickup Truc...
Imperial Ford

$58,647

2022 Ford F-250SD Utility T
Imperial Ford

Imperial Ford

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New 2022 FORD Dump Truck, Landscape Truck, Plow Truck - Spreader Truck

F550

41 Miles Stock # 22HF01013

$94,900

Diehl Ford of Sharon

Popularity Stats

Seen 30 times *(last 30 days)*

Saved by 1 person

The price has not decreased recently

Description

Stock # 22HF01013 41 Miles

2022 Ford F-550SD, 2D Standard Cab, Here at Diehl Ford Hyundai of Sharon, we pride ourselves in our hard work and customer satisfaction. Our dealership offers extensive new and pre-owned inventory, as well as lease specials, financing options, and expert auto service. Come visit today! Our service center is equipped with a full stock of authentic parts. In addition, we have a highly-skilled team of Ford and Hyundai trained technicians on hand, and ready to assist you. If you have a question about your vehicle s needs, schedule a request in our service center! Our staff is trained to provide exceptional assistance with all your financing needs. We offer competitive financing rates and terms on our selection of vehicles. Check out our financing center for more information. Come down to our showroom or browse online our vast inventory of new and used vehicles. Test drive any used or new car, to find the perfect fit for you.

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18,000 lbs Payload Package, Outside temperature display, Overhead airbag, Passenger cancellable airbag, Passenger vanity mirror, Power steering, Rear anti-roll bar, Steering wheel mounted audio controls, Tachometer, Telescoping steering wheel, Tilt steering wheel, Traction control, Trip computer, Variably intermittent wipers, Wheels: 19.5" x 6" Argent Painted Steel., , DRW, Stock Number: 22HF01013, VIN Number: 1FDUF5HT2NDA23450

Details

Condition:	New
Year:	2022
Make:	FORD
Model:	F550
Class:	CLASS 5 (GVW 16001 - 19500)
Category:	Dump Truck, Landscape Truck, Plow Truck - Spreader Truck
Location:	Sharon, PA
Fuel Type:	Diesel
Brake Type:	HYDRAULIC
Stock Number:	22HF01013
VIN:	1FDUF5HT2NDA23450
Drivetrain:	Rear Wheel Drive w/4x4
Engine Model:	Power Stroke 6.7L V8 DI 32V OHV Turbodiesel
Engine Size:	6.7L
Weight:	16,001 - 19,500#
Transmission Speed:	10
Transmission Type:	Automatic
Color:	White
Doors:	2
Mileage:	41

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Diehl Ford Of Sharon

Call 1-888-398-1277

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Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	James Proctor
DATE:	February 21, 2023
SUBJECT:	Approve Contract with Veolia/Utility Service Co. Inc. to Service PCU above ground water tanks and all associated maintenance for 10 year contract, and associated purchase order.

SUMMARY:
Pender County submitted a Request for Proposal on October 24, 2022, to acquire a fully qualified firm to implement an Asset Management Program for PCU's water distribution system tanks, which includes: engineering, professional management, GASB 34 compliance as alternate method of asset management, inspection, rehabilitation, repair, bio-film washouts, visual inspections and repainting of six (6) water tanks in the system. The selected firm will have the ability to provide water quality services to include bio-film removal, active mixing, antenna installation evaluations & recommendations, and other smart water solutions.

Pender County Utilities received bids for the water tank maintenance project on December 7th of 2022. We had three of six tank companies submit proposals for the project. The companies that submitted proposals were American Tank, Veolia, and Southern Corrosion. Following state law, we had enough bids to open sealed bids on December 12, 2022. The staff evaluated and graded each company by cost, response time, demonstration of competency related to scope of service, staff qualifications, licenses, and references.

The low bid was Veolia/Utility Service Co. Inc, for $106,885.00 per year. With the approval of this resolution and the associated purchase order, PCU will be able to award Veolia the ten year contract. The contract would begin March of 2023.

ACTION REQUESTED:
Approval of contract with Veolia for a 10 year term with an option for an additional five years , and associated purchase order.

BID TABULATION							
Company Name: Pender County Utilities							
Project Name: Elevated Water Tanks Maintenance							
Location: Pender County							
Bid Date: December 7, 2022		American Tank Maintenance		Southern Corrosion		Veolia	
BID QUANTITIES	Score	Score Given	Bid Per Year	Score Given	Bid Per Year 1-10	Score Given	Bid Per Year
Price	40	32	$112,731	23	$159,635	40	$106,885
Response time in case of Emergency or tank failure (24hr max)	15	15		15		14	
Demonstrates competency/experience related to scope of service	15	15		15	Bid Per Year 11-15	15	
Staff Qualifications and Licenses	15	13		14	$334,277	15	
References	15	13		15		15	
Total Score	100	88		82		99	
Total Base Bid		$	1,690,965.00	$	3,267,735.00	$	1,603,275.00

VEOLIA

Proposal for

ELEVATED WATER TANKS MAINTENANCE (RFP # 221011-233)

Pender County Utilities, NC
December 07, 2022

Proposal for

Elevated Water Tanks Maintenance

(RFP # 221011-233)

Pender County Utilities
Town of Burgaw, NC

Submitted By: Utility Service Co., Inc. (A Veolia Company)
Address: 1230 Peachtree St. NE, Suite 1100, Atlanta, GA 30309
Phone: (855) 526-4413

December 07, 2022 (12/07/2022)

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Cover Letter

Pender County, Attn: Trisha Newton
805 S. Walker Street, Burgaw, NC 28425

Dear Ms. Newton,

We sincerely thank you for the opportunity to respond to the *Request for Proposal (RFP) for Elevated Water Tanks Maintenance (RFP # 221011-233)* issued by Pender County Utilities (PCU). We are uniquely positioned to provide PCU with the highest quality and most cost-effective water storage tank asset maintenance program services.

As communities continue to both expand and grow, so does the impact on our natural resources. The successful management of one (1) resource is especially vital—water. Safeguarding your water supply is our singular mission. We partner with communities and utilities to provide integrated solutions in all aspects of water utility management—from water quality and advanced metering infrastructure (AMI) systems to full service maintenance and asset management programs. We truly understand the critical nature of water management and are committed to providing a peace of mind by protecting your most precious natural resource. Since 1963, we have successfully managed water storage tanks—a critical asset in water distribution systems—and understand both the benefits and values in water storage tank asset maintenance.

Our background and experience from our initial formation in 1858 provides us with more than 150 years of experience in the construction, rehabilitation, and maintenance of water and wastewater industry assets. The team dedicated to performing the maintenance services is comprised of highly-qualified water storage tank professionals. They have been providing specialized tank services for an extensive amount of time and will provide the associated services to the highest standard.

Along with our asset maintenance programs, we—as well as our team of qualified experts—have the capability to address any situation regarding tank asset repairs, fabrication, rehabilitation, preventative maintenance, active mixing systems, waste management, security measures, and emergency services.

Our many long-term references can attest to our strong commitment to client satisfaction. The quality of our tank services work is certified by the International Organization for Standardization (ISO) and—in this document—we have provided more details about this certification and how it can help ensure that PCU receives the highest quality of services possible.

All maintenance services and aspects of our water storage tank asset maintenance program have been outlined in the following *Proposal for Elevated Water Tanks Maintenance (RFP # 221011-233)*.

Respectfully yours,

Mr. Scotty Wilkins
Water System Consultant (State of North Carolina)
Phone: (336) 210–9251
Email: scott.wilkins@veolia.com

Mr. Will Cauthen
Director of Sales (South Atlantic Region)
Phone: (404) 217–2943
Email: will.cauthen@veolia.com

Executive Summary

As the largest provider of water tank asset maintenance programs for the potable water industry in the United States, **Utility Service Co., Inc. (USCI)**—a Veolia Company—provides water and wastewater utility clients with specialized programs and valuable services in order to assist them with the suitable management of their critical assets. USCI's goal is to provide the highest value of services possible to allow our valued clients to invest both capital and operating funds for the maximum benefit of their critical water distribution system assets and to build a long-standing partnership—ultimately ensuring the successful maintenance of their critical water distribution system assets.

With major service centers strategically located across the United States to provide dependable and efficient response times to our valued clients, our local presence and highly qualified work crews deliver the high-quality results expected by our clients. The USCI team has extensive project experience and specialized knowledge of the characteristics and conditions associated with both water systems and infrastructure in the State of North Carolina and the southern region of the United States—ensuring that water system assets are both protected and maintained on an ongoing and consistent basis.

Our background and experience with all tank styles and sizes allow us to comfortably accept the ongoing maintenance obligations associated with all water storage tanks. USCI protects more than 8,000 assets nationally with full-service maintenance and asset management programs. These ongoing programs center on long-term partnerships with our clients—ultimately utilizing a consultative philosophy-based approach to solving any problems that may arise.

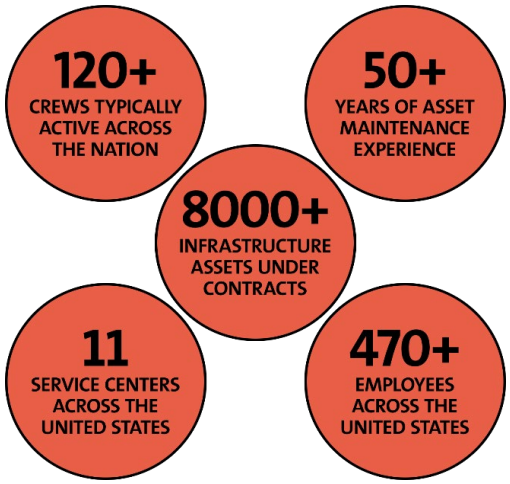
THE USCI TANK ASSET MAINTENANCE PROGRAM IS SUPPLEMENTED BY A COMMUNICATIONS DIVISION AND A DEDICATED TEAM OF WATER STORAGE TANK PROFESSIONALS THAT HAVE THE ABILITY TO ADDRESS ANY SITUATION REGARDING TANK ASSET REPAIRS, TANK ASSET REHABILITATION, PREVENTATIVE TANK MAINTENANCE, ACTIVE MIXING SYSTEMS AND THM REDUCTION, AND CELLULAR SITE MANAGEMENT—AS WELL AS ANY EMERGENCY SERVICES.

The primary tenet behind our tank asset maintenance program is the maintenance of water storage assets through the performance of ongoing preventative maintenance. Annual condition assessments allow us to continually monitor the condition of each water storage tank asset and establish both a renovation and repair schedule that ensures the highest level of protection is provided. Unlike other maintenance programs that will adhere to a set, contracted schedule—regardless of the condition of the asset—and allow crucial repair issues to persist, our method of both regular assessments and maintenance allows us to continually assess tank interiors and exteriors and schedule any renovations for when they are actually needed, ultimately providing the peace of mind that assets are protected.

While under our asset maintenance program, water utility clients will retain ownership of the specified assets and transfer the maintenance obligations to USCI. This type of maintenance program allows our clients to spread continuous costs of the asset maintenance services over an extended period of time—subsequently making the annual budgeting both sustainable and cost-effective.

When inspecting and assessing the condition of the critical water storage tank assets, not only will all assets be assessed for compliance with OSHA, AWWA, NACE, SSPC, and NSF standards, but these inspections will also be completed in adherence with current local, state, or federal laws and regulations. We also provide detailed condition assessment reports that document both the inspection findings and maintenance services completed during the asset condition assessment for the specified water storage tank.

This response outlines our specialized tank asset maintenance program—including an overview of our qualifications and experience, advanced technological capabilities, resources, and strong commitment to our valued clients.



Company Profile

USCI primarily focuses on providing sustainable asset management, water distribution system quality and conservation services, and our specialized solutions to the United States potable water industry. Since 1963, our team has provided a full range of tank asset maintenance services. We extended the value of the services offered to our clients with our revolutionary tank asset maintenance program in 1985—allowing our clients to transfer all future risks of asset ownership to USCI; this includes all tank repairs, rehabilitation, and maintenance services. Our asset maintenance program ultimately provides our many valued clients with both long-term sustainability and operational support.

We have expanded both our capabilities and resources with the additional global resources, advanced technologies, information systems, and strategic solutions necessary to address the current challenges facing water and wastewater utilities. Leveraging the extensive knowledge and lessons learned from our parent and sister companies across the globe, we are able to offer even greater innovative solutions. As part of our mission to address critical water resource challenges, we deliver innovative and advanced service solutions to minimize capital and operational expenses, improve water system operations and performance, extend the useful life of critical water utility assets, and ultimately improve water quality.

We would also like to proudly announce that SUEZ—the previous owner and parent company of USCI—has successfully merged with Veolia. SUEZ and Veolia were formed around the same time—more than 150 years ago—to supply drinking water within France. Each company then gradually expanded into managing wastewater and waste throughout the world. Both SUEZ and Veolia work within the same lines of businesses—having refined them and built industry standards in parallel—and have ultimately developed the same business models. In that sense, the two (2) groups are extremely similar and have a shared culture of striving to build an exceptional company that is a world leader in its sector.

The historic combination of SUEZ and Veolia will have far-reaching benefits across North America and in all of our lines of business—including water and wastewater services, hazardous waste management, sustainable energy solutions, regeneration and recovery solutions, and environmental services. While combining our water services will initially be perceived as the biggest growth area resulting from the merger, it will truly take all of our services to ultimately turn the tide of ecological transformation.

We share a commitment to offer the safest and best solutions to our valued clients. Our multifaceted performance—combining the strengths of both organizations—is what will matter in the long run to provide clean water, clean energy, clean air, and clean industries. With over 169,000 dedicated water and wastewater professionals worldwide, we are truly a world leader in smart, sustainable resource management. We provide solutions enabling our clients to optimize their resources and strengthen environmental and economic performances in line with regulatory standards.

Company History

USCI's presence in North America dates back to the founding of Hackensack Water Company in 1869. Ever since, we have grown into one (1) of the largest and most technologically advanced water utility companies in the United States.

The respondent—**Utility Service Co., Inc. (Tax Identification No. 58-1920989)**—was initially formed in 1963. In 2008, USCI became a wholly-owned subsidiary of SUEZ North America Inc.

USCI and SUEZ Water Inc.—SUEZ's Utility and Contract Services Divisions—became wholly-owned by SUEZ North America Inc. The three (3) major SUEZ companies operated across all 50 states—and Canada—with over 3,260 qualified professionals dedicated to sustainable resource management, environmental sustainability, and ecological transformation.

SUEZ North America Inc. is now wholly-owned by Veolia North America. Veolia North America is wholly-owned by Veolia Environment—which serves as the parent company headquartered in France with over 169,000 employees across the globe dedicated to providing potable water and wastewater solutions to our valued clients.

The headquarters for Utility Service Co., Inc. is located within the City of Atlanta, GA, at: **1230 Peachtree St. NE, Ste. 1100, Atlanta, GA 30309.**

Ownership Structure

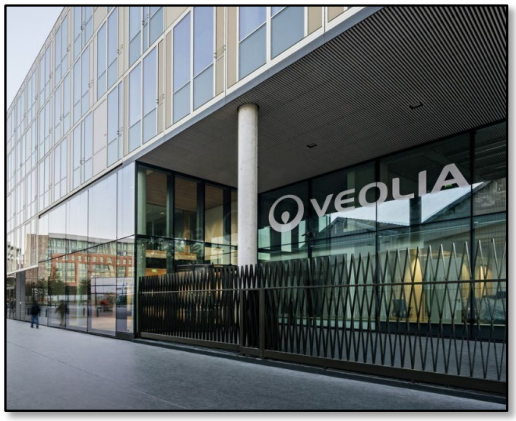
VEOLIA ENVIRONMENT

VEOLIA NORTH AMERICA

Utility Service Co., Inc. (USCI)

Stockholder Information

Veolia Environment (Veolia) owns 100% of the shares of Veolia North America Inc.
Veolia North America Inc. owns 100% of the shares of Utility Service Co., Inc. (USCI)



Financial Stability

With over 150 years of industry experience and a parent company with a consolidated revenue of $36.7 billion, we have the financial strength and stability—as well as an access to capital—that is required by PCU to successfully conduct the associated services. Also, we have never defaulted on a project—nor have we failed to complete a project.

- *As a public entity, Veolia's fully audited financial statements are in open access to the public at: https://www.veolia.com/en/veolia-group/finance/financial-information/financial-publications. Please visit this website to access Veolia's quarterly, half-yearly, and annual financial publications.*
- *A reputable financial institution reference can also be provided upon request.*

We are also proud to announce that Moody's Investors Service has assigned us a definitive Baa2 long-term rating and Prime 2 (P-2) short-term rating. Our Baa2/P2 ratings are supported by the following:

- Our scale and positioning—with assets generating revenue in excess of €7.5 billion in 2021
- The low-risk profile of our water business—which provides essential services to many low-risk counterparties in the public sector
- The diversification of our revenue base by business, contract type, and geography
- The strong integration across the value chain of water, sewage, and wastewater treatment
- Underlying positive structural dynamics with tightening regulations on water and wastewater that will benefit from higher expertise and the rising sophistication in operations

We have successfully worked with thousands of municipal and industrial water and wastewater utility clients on critical infrastructure issues—providing cost-effective solutions to our clients in order solve countless water quality and compliance issues. We have the capability to address the need for overdue maintenance investment and all infrastructure renovations. USCI's creative programs and innovative pricing structures have allowed utility clients to tackle significant water and wastewater infrastructure problems—while also minimizing the financial burden for both their customers and taxpayers.

In 2018—while still under the ownership of SUEZ—we were deemed the number one (1) leading all-environmental firm according to a survey by the publication Engineering News Record. This was based on revenue—including our operations in North America for water, wastewater, solid waste treatment services, water technologies, and innovative water solutions.

In 2017, we were recognized as the Smart Water Company of the Year at the Global Water Awards—the world's largest global event for the water industry—based on operating performance, innovative technology adoption, and the use of sustainable financial models:

- Over 3,000,000 smart water meters deployed globally
- Over 200,000 smart meters deployed across the largest network in the United States
- 1,000 square miles covered across 150 cities and towns
- Up to 38% reduction in water loss and 5% in demand
- Vast experience with all major meter, AMI manufacturers, and billing vendors

In addition, we were recognized with the Utility Industry Innovation in Water & Sewer Award by the National Association of Regulatory Utility Commissioners for our state-of-the-art deployment of our Smart Utility Network.

Benefits of Partnering with USCI

- One (1) point of contact
- Qualified sub-contractors & technology partners
- Fixed price based on a predetermined scope of work
- No change orders on the agreed upon scope of work
- Assessment plan based on operational needs

From water tanks to network management, USCI provides integrated solutions built around a client's water system. Beyond our signature water storage tank asset maintenance programs, we also offer maintenance programs for water meters, filtration and mixing systems, concrete, plant, and pipeline assets. USCI's asset maintenance programs restore aging infrastructure to full operability and extend the life of assets through the means of preventative maintenance and condition assessments.

USCI helps utilities address increasing regulations and operational costs by assuming the obligations of maintaining assets and providing a predictable annual cost. In addition to our asset maintenance programs, we offer other services focused on improving water quality, such as: Mixing Systems and Trihalomethane (THM) Removal Systems (TRS) to reduce any Disinfection Byproduct (DBP) levels in a water distribution system; Spray-in-Place Pipeline (SIPP) Relining and Rehabilitation to repair aging underground pipelines with low costs and minimal water system downtime; and our AQUADVANCED software that optimizes water distribution system operations by providing a centralized view of the distribution networks, service calls, and system performance in real time.

To ensure that our program will maintain water quality and operational efficiencies, we will collaborate with PCU operators and managers to execute the services provided under the agreed-upon scope of work. The success of our maintenance program is driven by collaboration—where PCU and USCI team together to maintain assets. Our comprehensive model allows the transfer of risk and accountability to USCI to successfully maintain tanks with a strategy allowing PCU to plan and budget effectively.

GASB 34 Compliance

Additionally, our water storage tank asset maintenance program is in full compliance with the Governmental Accounting Standards Board (GASB) 34 Asset Management System Modified Approach to valuing all critical water distribution system assets. USCI is experienced with this method, and we have provided this option to our many valued clients ever since the implementation of our full-service tank asset maintenance program. It includes specifying interior and exterior coating renovation cycles, regular condition assessment cycles, condition rankings of the critical assets, and measurement scales—as well as all summary reports of this information.

- *A sample GASB 34 Compliance letter can be provided upon* request.

Company Personnel, Service Capabilities, & Technological Resources

USCI—a **C-Corporation**—directly employs more than 470 professionals dedicated to managing and maintaining water storage tanks. Our collaborative teams include highly qualified experts with vast experience in asset management, project management, and technology development.

- *Resumes for the USCI Tank Asset Maintenance Team Members can be found in the Appendix*

Engineering

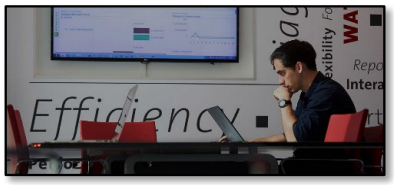
Under the direct leadership of **Mr. Jason Saylor, P.E.**—Director of Engineering—the extensively experienced engineering team serves as the technical resource for the company by providing engineering support for all areas of our asset management programs. The USCI engineering staff possesses over 30 years of combined experience with both the evaluation and maintenance of both water assets and water treatment facilities. The engineering staff also provides project support through the development of technical engineering documents that may be required for the project delivery—including technical installation details, required permitting for regulatory compliance, and project plans needed to implement the associated asset maintenance services.

- *Mr. Jason Saylor, P.E., is a Licensed Professional Engineer in the State of North Carolina (#040713)*

Engineering Department	
Jason Saylor, P.E. BS Civil Engineering, Penn State University	Director of Engineering
Christie Houseman, P.E. BS & MS Environmental Engineering, Mercer University	Project Engineer II (2)

Additional In-House Resource	
Jonathan Cato BS Materials Science Engineering, Georgia Tech	Chief Operating Officer (COO)
David Forrester BS Civil Engineering, Georgia Tech	Vice President (Tanks & Water Quality)

Employees



- Number of direct employees: 471
- Number of Professional Engineers on staff: Six (6)
- Number of Certified Welders on staff: 42
- Number of independent subcontractors: 96+ nationwide

Inspectors

- Number of NACE-Certified Inspectors on staff: 62
- Number of SSPC-Certified Inspectors on staff: 51
- Average years of experience for an inspector: 15 years
- Inspectors are NACE-certified, in-house employees

Washout Crews

- Number of washout crews: 30+
- Average number of people on a washout crew: Three (3)
- Average years of experience for a washout crew member: Nine (9) years
- Washout crew members are in-house employees

Painting Crews

- Number of painting crews: 120+
- Average number of people on a painting crew: 4-5 (small jobs); 6-10 (large containment projects)
- Average years of experience for a painting crew member: Five (5) years
- Average years of experience for a foreman or subcontracting company owner: 15-20 years
- Painting crew members are both in-house employees and independent subcontractors

Repair & Service Crews

- Number of repair/service crews: 30+
- Average number of people on a repair/service crew: Minimum of three (3) at all times
- Average years of experience for a repair/service crew member: Ten (10) years
- Repair/service crew members are both in-house employees and independent subcontractors

Associated Equipment

On average, USCI's specialized service centers perform 1,200+ major tank renovations yearly—including approximately 100+ lead abatement projects. The scale and magnitude of certain projects require significant resources, and the availability of vast equipment allows USCI to complete any size project efficiently and with the high-quality results expected by the client.

➢ *Available equipment is listed in the* table.

Equipment	Quantity
40,000 CFM Dust Collection	Ten (10)
Titan Industrial Vacuum Systems	Eight (8)
T.E.P.E. Containment Systems	19
Decontamination Clean-Up Units	Seven (7)
22 tons Bulk Abrasives Transport Trailers	40+
Rail Cars for Bulk Abrasives Transport	Nine (9)
Road Tractors	15
Service Trucks	100+
Steel Grit Blast Units	Seven (7)
Robotic Blast Units	Five (5)

Service Centers

All tank maintenance services will be conducted by personnel that is trained and qualified to perform all visual and washout assessments—as well as all asset rehabilitation, maintenance, repairs, and painting services—in accordance with the project specifications. Our NACE-certified field personnel will verify blasting, priming, and finish coat applications at the critical phases of the project to ensure compliance with all project specifications and quality results that are expected.

USCI has 11 service centers strategically located throughout the United States to serve our many clients on a timely basis. The locations of these service centers include: Arkansas (1), California (1), Florida (1), Georgia (1), Illinois (1), Indiana (1), Kansas (1), Massachusetts (1), North Carolina (1), Ohio (1), and Texas (1). Our service center crews manage and maintain over 8,000 water distribution system assets for over 5,000 industrial and municipal clients nationwide. Our experienced teams include: 120+ paint crews, 30+ field service crews, 40+ certified welders, and other qualified support teams.

The primary service center supporting PCU is located in the **Town of Madison, NC**—only 200 miles from PCU. With six (6) in-house crews, our service center team ensures that all projects adhere to all performance standards, schedule, and budget. Responsible for both the successful maintenance and operability of hundreds of assets in the southern region of the United States, the team has extensive experience and specialized knowledge of the characteristics and conditions associated with water assets, systems, and infrastructure in the State of North Carolina. The service center is located at **200 Old Covered Bridge Road, Madison, NC 27025** and can be reached via telephone at **(800) 573–7036**.

- **Mr. Tony Kyne**—Service Center Manager (Madison, NC)—serves as the manager of operations at this facility and has over 35 years of experience in the water, wastewater, and asset management industry. Besides managing 20 on-site employees and five (5) office personnel, he also manages 29 contracting crews. Additionally, as a NACE Level II (2) Certified Coatings Inspector (#27559), he is skilled in the following areas: painting steel structures, demolition, welding, OSHA, confined space, lead supervising, etc. He possesses specialized knowledge of water system infrastructure and conditions within the State of North Carolina and the southern region of the United States. His expertise and insight into evaluating project costs ensure PCU that tanks will be maintained and managed to the highest standard and in the most efficient and cost-effective manner possible.
- **Mr. Rick Smith**—Service Center Maintenance Manager (Madison, NC)—serves as the maintenance manager at this facility and has over 20 years of experience in the water and wastewater industry. Mr. Smith manages up to seven maintenance (7) crews—while also supervising four (4) three (3)-man inspection crews. Mr. Smith offers hands-on skills gained through experience in the asset maintenance industry and possesses a strong working knowledge of water system infrastructure in the State of North Carolina and the southern region of the United States.

Management Team

USCI's management team is committed to providing valuable services to our clients and improve the operability of water distribution systems in the safest and most cost-effective manner. The main goal of our management team is to provide full asset management solutions to our clients—from services provided by our certified field personnel to one-on-one, individualized support and assistance meeting regulatory compliance. The team is also passionate about progressively building USCI with talented professionals that are committed to serving our many valued clients—ultimately setting the strategy that guides our business and delivers the high-quality results and innovation expected by our clients. The USCI management team is also committed to supporting the long-term financial stability of our many valued clients by offering the ability to spread the cost of initial renovations over an extended period of time, assisting in budgetary planning efforts, and utilizing long-term contracts to control costs. The USCI management team includes highly experienced individuals in both asset maintenance and management for the industrial and municipal water and wastewater industry. The following individuals are experts in their respective fields:

- **Mr. Jonathan Cato**—Chief Operating Officer (COO)—has more than 20 years of experience in water storage tank maintenance, asset management, and water distribution system quality.
- **Mr. David Forrester**—Vice President (Tanks & Water Quality)—has over 20 years of experience in water storage tank maintenance, asset management, and water distribution system quality.
- **Mr. Ed Faust**—Senior Vice President (Sales, Marketing, Business Development, & CPPS Business Unit)—has over 30 years of experience in environmental operations, business development, and asset management in the industrial and municipal markets of the water and wastewater industry.
- **Mr. Brian Kelleher**—Vice President (Business Development & Key Account Management)—has more than 15 years of experience in environmental operations and business development in both the industrial and municipal markets of the water and wastewater industry.
- **Mr. Angelo Missos**—Vice President of Operations (South, Central, & West Regions)—is a NACE Level III (3) Certified Inspector (#25335) possessing over 20 years of experience in environmental operations, business development, and asset maintenance in the water and wastewater industry.
- **Mr. Karl Nelson**—Director of Operations (South Region)—has over 20 years of experience in both asset maintenance and water distribution system operations. He works directly with the service center managers and inspectors to both plan and execute the renovation work and maintenance services under our asset maintenance program—while simultaneously providing his expertise and support directly to our clients.
- **Mr. Will Cauthen**—Director of Sales (South Atlantic Region)—possesses more than 15 years of asset management experience within both the water and wastewater industry.
- **Mr. Markos Mavrophilipos**—Director of Quality (South Region)—has over 25 years of experience in water, wastewater, and asset maintenance. He is responsible for the effective execution of the Quality Assurance / Quality Control (QA/QC) Program for the southern region of the United States.
- **Ms. Kerri deFriess**—Customer Service Manager—has over 20 years of experience in the customer service industry and oversees all operations associated with our Customer Account Specialist team.

Project Management

The project managers for the southern region of the United States operate under the oversight of their regional management team—as well as their respective line of business—to help control costs, keep projects on schedule, and communicate with our clients to execute project objectives.

- **Mr. Tony Kyne**—Service Center Manager (Madison, NC)—will also serve as the Project Manager for PCU's water storage tank project.

Water System Consultants

The USCI Water System Consultants are unmatched in both their experience and knowledge within the water and asset management industry—as well as the regions they service. These local resources reside in their respective territories to provide quick response times to our clients and specialize in the issues facing the communities they serve. Their approach centers on our clients and their environments—aiming to respond to their priorities for sustainable development and a high-quality water distribution system.

- **Mr. Scotty Wilkins**—Water System Consultant (State of North Carolina)—has over 22 years of experience and is certified to climb and inspect water storage tank assets. He is available to PCU for project consultation, to answer questions, provide information about other services, and serve as a constant resource in all aspects of water systems, maintenance, and asset management.

Customer Account Specialists

Timely support is essential to the successful management of all water distribution system assets. With over 50 years of combined experience working with our valued clients, our skilled team of Customer Account Specialists is dedicated to supporting municipal and industrial water and wastewater system clients. USCI Customer Account Specialists provide all financial information based on each client's fiscal year to aid with the budget planning and serve as the primary point of contact for any emergency repairs—as well as any service requests outside of the regularly scheduled maintenance. They also provide insurance information, inspection reports, service records, contract documents, safety information, and all other documentation—to assist clients with regulatory reporting and compliance.

- **Ms. Sue Roach**—Customer Account Specialist (South Atlantic Region)—has more than 20 years of customer service experience and will serve as the dedicated Customer Account Specialist for PCU. Her experience and expertise allow her to provide customized support and effective solutions. Ms. Roach can be reached via telephone at **(866) 919–3471**.

Certified Field Personnel

The USCI team of full-time, certified field personnel holds credentials from training, certifications, and practical experience gained from direct work within the industry. Certified field personnel are on-site throughout the renovation and maintenance process; they will monitor, inspect, measure, document, and advise crews to ensure the work performed and completed meets the highest level of quality. Our teams also help keep project schedules and completion on-time and cost-effective.

- **Mr. Clint Pritchard**—NACE Level III (3) Certified Coatings Inspector (#17409)—has over ten (10) years of experience and will conduct the tank inspection services for PCU.

NACE-Certified Field Personnel

Inspector	Certification	Status	Inspector	Certification	Status
Carson Arnold	#77766	Level I (1)	Dean Marantis	#25334	Level I (1)
Jimmy Asher	#47845	Level I (1)	Bob Mattey	#51737	Level II (2)
Michael Bandza	#50648	Level I (1)	Michael Mastoris	#57710	Level III (3)
Raymond Bates	#46375	Level II (2)	Markos Mavrophilipos	#10324	Level III (3)
Shane Bell	#27553	Level II (2)	Steve Mazanowicz	#53752	Level II (2)
Robert Bowlin	#82263	Level I (1)	Chad Merithew	#8874	Level II (2)
Ian Brady	#296911	Level I (1)	David Merithew	#3201	Level I (1)
Doug Brandt	#17697	Level II (2)	Angelo Missos	#25335	Level III (3)
Bob Budney	#12385	Level I (1)	Bryan Morrow	#9135	Level III (3)
Dan Burgess	#27552	Level II (2)	Richard Pena	#62116	Level III (3)
Brian Bymaster	#45506	Level II (2)	Clint Pritchard	#17409	Level III (3)
Johnny Clark	#47947	Level I (1)	Brian Radde	#50484	Level II (2)
Billy Cobb	#27243	Level I (1)	Nick Rapagnani	#82653	Level I (1)
Mike Cooke	#22321	Level I (1)	Joshua Ray	#69374	Level II (2)
Justin Corder	#61740	Level I (1)	Vince Sanchez	#9654195	Level I (1)
Erin DeLee	#74425	Level I (1)	Jeff Simpkins	#24842	Level III (3)
Jeffery Dobbins	#9654192	Level I (1)	Andrew Smith	#27253	Level III (3)
Tony Garner	#17359	Level II (2)	Rick Smith	#74420	Level I (1)
Geoffrey Hall	#10144	Level III (3)	Thomas Stechmann	#80892	Level I (1)
Dawn Halpern	#104598	Level II (2)	Justin Styslinger	#66003	Level I (1)
Bill Hammond	#7839	Level III (3)	John Sullivan	#1275	Level I (1)
Craig Henderson	#27245	Level III (3)	Joseph Taylor	#74422	Level I (1)
Darren Jackson	#5084	Level III (3)	Jason Tamez	#69502	Level I (1)
Brock Kells	#74426	Level I (1)	Travaris Veal	#690896	Level III (3)
Kurt Kwiatkowski	#57908	Level III (3)	Rob Weaver	#17372	Level III (3)
Tony Kyne	#27559	Level II (2)	Cliff Wheeler	#63367	Level I (1)
Brandon Lamb	#7016739	Level I (1)	Brad Winkeler	#27255	Level III (3)
Dustin Lawson	#51746	Level III (3)	Michael Winkeler	#27565	Level II (2)
Richard Longstreet	#71233	Level I (1)	Randy Wyatt	#36620	Level I (1)
Kenneth Lunetta	#3199	Level III (3)	—	—	—

SSPC-Certified Field Personnel
(C-3 & C-5 Supervisor/Competent Person Training for the De-leading of Industrial Structures)

Inspector	Inspector
Jimmy Asher	Michael May
James Bigley	Martin Mehley
Ian Brady	Chad Merithew
Dan Burgess	David Merithew
Brian Bymaster	Bryan Morrow
Johnny Clark	Christopher Patterson
John Crook	Richard Pena
Thomas Daley	Clint Pritchard
Daniel Demyan	Brian Radde
Elias Doropolous	Joshua Ray
Timothy Ely	Ralph Santiago
Steve French	Daniel Sepesy
David Glazier	David Sepesy
Geoffrey Hall	Richard Sides
Craig Henderson	Jeff Simpkins
Darren Jackson	Richard Smith
Doug Jackson	Rick Smith
Christopher Kelley	Justin Styslinger
Louis Kindinis	Vincent Szewczyk
Kurt Kwiatkowski	David Taylor
Benjamin Law	George Trikilis
Dustin Lehman	James Tsikouris
Steven Lewis	Robert Weaver
Michael Mastoris	Brad Winkeler
Ismael Martinez	George Xenikis

Insurance Requirements

Both the magnitude and scope of a major renovation project—as well as the number of crews and staff—require a true necessity for considerable insurance resources. USCI utilizes one (1) of the most reputable names in the insurance industry—**Marsh USA Inc.**—which has been in business for nearly 100 years. The USCI insurance coverage policy limits are as follows:

- **General Liability =** $2M per occurrence
- **General Aggregate =** $3M per occurrence
- **Auto Liability =** $2M each accident
- **Professional Liability =** $2M per claim
- **Pollution Liability =** $5M per claim
- **Workers' Compensation =** statutory limit
  - *Higher-level insurance policy limits can be provided upon request.*
  - *Please refer to the Appendix section for a copy of USCI's Certificate of Insurance.*

Asset Performance Management

USCI conducts asset performance management (APM) through our cloud-based solution—InSight—which combines advanced data and analytics to help all water treatment professionals increase asset reliability, prevent unplanned downtime, extend asset life, and ultimately ensure that assets operate at their optimum performance. By aggregating and analyzing the thousands of complex data points from throughout an operation, InSight provides all users with greater visibility and transparency at a plant level—or even across the entire enterprise.

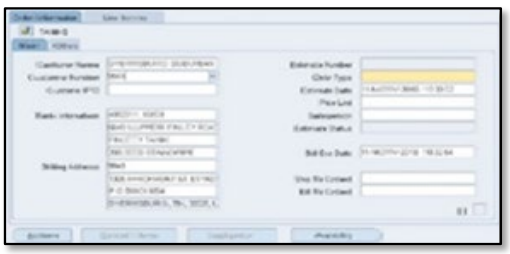
Our Industrial Internet of Things (IIoT) solution—InSight—can help through the following features:

- Turn data from multiple sources into meaningful information and visualize current conditions
- Diagnose problems and discover opportunities for improvement
- Alert your team to events or trends before they threaten asset production or integrity
- Report on key performance indicators and their impact on business objectives

Asset Management System

USCI will work with PCU to provide reports and documentation—as well as other information—with both ease and efficiency. USCI utilizes the Oracle database software to manage our professional asset maintenance programs, resources, and records.

The USCI NACE-certified team of inspectors utilizes ProntoForms when completing our asset condition assessment reports—ultimately allowing them to transmit data directly to USCI's servers and provide rapid and efficient responses to the USCI operations team. If any asset deficiencies exist upon conducting the asset condition assessment, we have the ability to both capture and react to them via ProntoForms.



Technological Resources

We use a variety of technological, in-house resources—computer capabilities, software applications, modeling programs, etc.—to capture, analyze, and deliver information across secure platforms with ease and efficiency. USCI's many technological capabilities are utilized through some of the following technology resources:

Oracle®

As previously mentioned, we utilize the Oracle Database software to manage our professional asset maintenance programs, resources, records, etc. The Oracle Database application is a multi-model database-management system used for running the online transaction processing, data warehousing, and mixed database work-loads. Oracle is the first database that is designed for enterprise grid computing—the most flexible and cost-effective way to manage information and applications.

SAP® Concur® Solutions (Concur)

USCI uses Concur as an expense, management, travel, and invoice software solution. Concur is a system that provides a single way to manage company spending from end-to-end, improve compliance, gain greater visibility into account transactions, and ultimately simplify the overall process for both managers and employees.

Salesforce®

We utilize Salesforce as a cloud-based software application to provide our customer-relationship management services. Salesforce also includes a complementary suite of enterprise applications focused on things such as customer service, data analytics, marketing automation, and application development. We also use this software to track opportunities—while providing real-time data on all existing client accounts with up-to-date information. Salesforce also enables us to work efficiently with our many business processes by providing us with multiple solutions for sales, marketing, commerce, analytics, integration, and customer service—while creating a partnership based on mutual trust and overall success.

Geopointe™

We also utilize Geopointe within Salesforce to gain analytical insights by applying geography and location-based data to our clients and our business processes. This allows us to view our client information across the country in a way that is data-driven, aesthetically appealing, and easy to utilize.

VISIO®

VISIO enables users to monitor water services in real-time—providing greater reactivity for all network maintenance work. It provides users with more efficient facilities and networks, an improved energy efficiency, and better sharing of information and data between the different stakeholders.

AutoCAD®

Our engineering department utilizes AutoCAD (Computer-Aided Design) software for creating precise, two-dimensional (2D) installation and repair drawings. AutoCAD software allows the engineering department to provide all accurate equipment layouts for implementation within the field.

ProntoForms®

As an asset management system application, the USCI certified team of in-house inspectors uses ProntoForms when conducting condition assessment reports—allowing them to easily transmit data directly to the USCI servers and provide rapid and efficient responses to USCI's operations teams. If any deficiencies exist with the asset, USCI has the ability to both capture and react to the existent asset deficiencies via ProntoForms.

Safety Training

We work in rather dangerous environments and recognize that safety is critical to both the success and well-being of USCI employees. At USCI, safety serves as the management team's top priority.

- **Mr. Robert Weaver**—Director of Environmental Health, Security, & Safety (EHS&S)—has over 15 years of experience and oversees all environmental health, security, and safety operations.

When necessary, we can engage **The Lovelace Group** for any project consulting or assistance in the annual implementation of our comprehensive safety training program. It is a standard USCI policy to protect our employees and clients with safe work practices—while also managing all materials in a safe, effective, and orderly manner. Any employee that is climbing or working on a tank is required to attend our 40-hour annual training program and pass thorough examinations on the following topics:

- Confined Space
- Working Over Water
- Radio Frequency
- Electrical Safety
- Toxic Health Hazards
- Metal Health Hazards
- Hazard Communication
- Respiratory Protection
- Fire Protection
- Flammable Liquids
- Noise Protection
- Fall Protection
- Lead Exposure
- Decontamination
- Equipment Safety
- Vehicle Safety
- First Aid Training
- CPR Techniques

Safety & Health Program

The **USCI Safety & Health Program** is a 300+ page printed document. It is a standard policy to protect USCI employees and clients with safe work practices. We manage all work in a safe, orderly, and effective manner. We also adhere to all OSHA confined space requirements. Any employee working inside a water tank—defined as a confined space by OSHA—is fully trained with these procedures and will abide by all regulations. USCI also adheres to all OSHA confined space protocols and requirements pertaining to the monitoring of internal atmospheres. Prior to a USCI crew member entering a confined space, the internal atmosphere is thoroughly tested using a calibrated direct-reading instrument that tests for the oxygen content, flammable gasses or vapors, and potential toxic contaminants in the air—in that specific order. No hazardous atmosphere is permitted in a space if an employee is inside that space. Crews also follow all continuous forced air ventilation procedures by constantly monitoring the internal atmosphere in any confined space throughout the course of work.

- *A full copy of the formal USCI Safety & Health Program is included on a USB flash drive with this Proposal for Elevated Water Tanks Maintenance (RFP # 221011-233).*

Quality Assurance

All work, surface preparations, and coatings applied are completed in accordance with:

- Manufacturer's Recommendations
- Occupational Safety & Health Administration (OSHA) Regulations
- American Water Works Association (AWWA) D100 & D102 Specifications
- National Association of Corrosion Engineers (NACE) Standards
- Society for Protective Coatings (SSPC) Standards
- National Sanitation Foundation (NSF) Standard 61 Requirements
- American National Standards Institute (ANSI) Standard 61 Requirements

Work will be completed in adherence with all applicable federal and state OSHA, AWWA, NACE, SSPC, NSF, and ANSI standards—as well as all State of North Carolina rules and regulations pertaining to potable water storage tanks. We provide ongoing support and direction to meet these ever-changing environmental regulations.

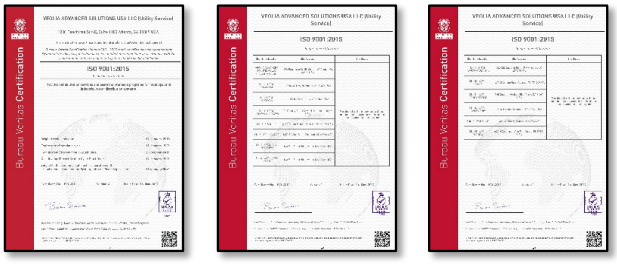
ISO 9001:2015 Certification

Additionally, we are very proud to announce that we were awarded the **ISO 9001:2015 Certification (Certificate No.: US014911)** from Bureau Veritas. The certificate affirms that our operation and quality management systems adhere to the requirements as set forth by the International Organization for Standardization (ISO). It also validates that we take a systematic approach to managing operational processes and activities in order to consistently satisfy our clients' quality expectations—as well as all contractual requirements for the rehabilitation and maintenance services that we provide.

Many organizations will get certified to this higher standard in order to demonstrate their ability to consistently provide products and services that meet client, statutory, and regulatory requirements. Implementing this type of Quality Management System (QMS) assists organizations in consistently meeting client requirements, enhancing client satisfaction, and meeting business objectives—while also addressing all risks and opportunities. The ISO 9001:2015 QMS standard is based on a variety of quality management principles, including: Client Focus, Leadership, the Engagement of People, Process Approach, Improvement, Evidence-based Decision Making, and Relationship Management.

The ISO 9001:2015 Certification is granted by accredited certification bodies—or registrars—that will audit an organization at planned intervals to confirm conformance to the ISO 9001:2015 standard. This international standard specifies a collection of necessary requirements for an ISO 9001:2015 Certified QMS—which are contained within seven (7) clauses, including:

1. Context of the Organization
2. Leadership
3. Planning
4. Support
5. Operation
6. Performance Evaluation
7. Improvement



Please find a copy of our ISO 9001:2015 Certification in the Appendix

Partnership for Safe Drinking Water

The Partnership for Safe Drinking Water is a voluntary effort between six (6) different drinking water organizations—as well as more than 300 water utilities. The goal of this Partnership is to provide a new measure of public health protection to millions by ultimately encouraging utilities to voluntarily improve performance beyond the current regulatory requirements. These preventative measures are based around optimizing treatment plant performance and distribution system operation. The results include the production and delivery of superior quality water to all utility clients.

The Partnership for Safe Drinking Water is comprised of an unprecedented alliance among six (6) of the most prestigious drinking water organizations:

1. American Water Works Association (AWWA)
2. Association of Metropolitan Water Agencies (AMWA)
3. Association of State Drinking Water Administrators (ASDWA)
4. National Association of Water Companies (NAWC)
5. United States Environmental Protection Agency (USEPA)
6. Water Research Foundation (WRF)

Regulatory requirements for surface water filtration plants and potable water distribution systems are becoming increasingly stringent. Accordingly, the Partnership for Safe Drinking Water program provides operators, field staff, managers, and administrators with tools to assess the performance of treatment plants and distribution systems and develop plans to improve performance even beyond the proposed regulatory levels.

There are four (4) phases to the Partnership for Safe Drinking Water program:

1. Phase I: Commitment
2. Phase II: Baseline Data Collection
3. Phase III: Self-Assessment
4. Phase IV: Optimized System (Optional)

Participation in the Partnership for Safe Drinking Water program demonstrates utility commitment to water quality and public health protection. Progress through this program's four (4) phases earns awards—which can be highlighted to demonstrate utility accomplishments.

As a certified **AWWA Member (#1973)**, USCI is committed to maintaining the AWWA's performance standards associated with this Partnership for Safe Drinking Water. As a member, USCI also has full access to best practices, alerts, and advisories—as well as other critical information—to support the efforts of PCU to meet Partnership for Safe Drinking Water goals and objectives.

Additionally, we have invested countless resources in both research and innovation to deliver the most innovative, sustainable, and effective water quality solutions to our clients on a continual basis. Our goal is to assist our clients in improving their water distribution systems and critical assets—as well as the overall well-being of their communities. USCI works to provide all reporting and documentation associated with water storage tank maintenance to support PCU in their compliance efforts.

Coronavirus Disease 2019 (COVID-19) Response

We are committed to supporting our clients and their projects during the COVID-19 outbreak. We are working diligently to provide a safe work environment for USCI employees and are complying with all applicable federal, state, and local laws, regulations, ordinances, and executive orders—while meeting the demands of our valued clients. Pursuant to guidance issued by the Cybersecurity and Infrastructure Sector Agency (CISA) of the United States Department of Homeland Security (DHS), the water sector—which includes water distribution systems (water storage tanks, reservoirs, and wells)—is designated as a critical infrastructure sector that provides essential services to the public. In addition, water utility systems are designated as critical infrastructure under federal law (42 U.S. Code § 5195c). Taking these critical sector designations into account, we are moving forward with our projects for the renovation, maintenance, and/or repair of critical water infrastructure because our work is essential to ensuring that our clients continue providing water utility services to their customers and local communities.

With the fluid situation surrounding COVID-19—as well as government efforts to slow the spread—we have modified our Business Continuity Plan to include a detailed section on COVID-19. In addition to the COVID-19 section for corporate operations, each region prepared a specific Business Continuity Plan for its business operations during the pandemic. USCI's Business Continuity Plan, the COVID-19 section for corporate operations, and the region-specific plans are all CONFIDENTIAL.

While we cannot guarantee that our performance on a project will not be stopped in the future, we are actively committed to continuing the performance of work on our client's projects—in accordance with our Business Continuity Plan—unless:

1. PCU's Board determines that our work is non-essential;
2. A governmental authority issues an executive order that prohibits our performance of work; or
3. The performance of work in the locality where the project is located is deemed by the company to be unsafe for work to continue due to the community spread of COVID-19 in the area.

As for what we are doing to manage the impact of COVID-19 on our client's projects, our operational team, supply chain, and support teams across the entire company are taking proactive measures to maintain sufficient staffing to perform and support ongoing projects, which includes:

- Leveraging both our scale and relationships with our key suppliers to ensure that USCI has the resources—labor and materials—necessary, based on their availability. The northern region of the company has access to over 40 internal and external field crews. Additionally, the company—as a whole—has over 100 field crews with the capabilities necessary to complete the project.
- Monitoring our suppliers on a frequent basis to ensure that USCI can proactively address and/or communicate disruption when appropriate.
- Ensuring that we have alternatives for products and materials that could potentially be impacted due to the pandemic. We have key supplier relationships with numerous coating manufacturers, and each manufacturer has confirmed their ability to fill our orders without disruption.

In this difficult time, we are committed to focusing on the safety of the many residents in our clients' communities—as well as our employees' safety. If a USCI employee develops COVID-19 symptoms, we have a system in place to ensure that we take immediate action to limit the spread of the virus. USCI is ready and willing to address any additional concerns you may have related to COVID-19.

Water Tank Asset Maintenance Services

The following section provides an overview of our water storage tank asset maintenance program—including the associated asset maintenance and value-added services.

Condition Assessments

USCI has already conducted the full condition assessments of PCU's water storage tanks.

The purpose of these condition assessments is to ultimately determine the overall condition of the water tank's coatings and structure—while also evaluating the tank asset for compliance with current sanitation guidelines, safety and security regulations, and standard guidelines in accordance with all current, applicable AWWA standards. The following sections describe both the assessments and maintenance services that are performed to maintain water storage tank assets—as well as other services provided by our specialized tank asset maintenance program.

Our tank asset maintenance program focuses on maintaining critical assets through means of preventative maintenance. Our annual condition assessments allow us to continually monitor the conditions of each water tank and establish a renovation and repair schedule—ensuring that the highest level of protection is always provided. Unlike other tank asset maintenance programs that will adhere to a set, contracted schedule—regardless of the tank conditions—our method of regular assessment and maintenance allows us to continually assess the tank's interiors and exteriors and schedule the renovations for when they are actually needed to provide a peace of mind that tank assets are constantly protected.

Regular & Systematic Maintenance Services

A true peace of mind is established from USCI's consistent evaluation of the water storage tank conditions. Detailed assessments of the safety, sanitary, structural, security, and paint coating conditions—during the annual assessments—allows us to prevent a problem before it occurs and make all the necessary, needed repairs. The regular maintenance provided by our renowned asset maintenance program is critical in regard to preventing asset failures before they occur, extending the asset's life, and ensuring long-term success from an operational standpoint.

The specified tank assets will undergo annual assessments in accordance with the specified scope of work under the services agreement—alternating between the visual, washout, and remotely-operated vehicle (ROV) assessments. Any required touch-ups that can be completed during these assessments will be executed to keep costs low and maintain the water storage tanks at a higher level of efficiency.

USCI's service center team will work with client representatives to schedule tank assessments, repairs, and ongoing maintenance work. USCI's team of dedicated customer account specialists is readily available to schedule any emergency services and/or repairs—upon notification—for PCU.

Detailed annual condition assessment reports—including the photographs and condition assessments for each tank asset—will be provided after the completion of each assessment to ensure operational awareness and continued success. These reports also provide the necessary documentation to meet state and regulatory compliance for assessments and water storage tank asset conditions and can be provided via electronic copy, hard copy, or both. The process for each type of annual assessment that is performed on our tank asset maintenance program is explained in the following subsections.

Visual Assessments

Visual assessments ensure that potential issues are detected early on—in order to immediately complete any preventative maintenance work. A standard visual assessment determines:

- Need for asset repairs, coating touchups, or asset maintenance services
- Exterior and interior coating conditions
- Verification of compliance with all safety and sanitary regulations
- Tank structure and component conditions
- Functionality of all security measures that are in place to protect the tank

The visual condition assessment report includes all documentation for any services completed during the assessment—as well as photographs of the exterior coatings, logo(s), screens, access points, and all visible areas of the foundation—to provide clients with a full understanding of the tank's condition. Visual assessment reports identify needs for immediate repairs, exterior paint coating touch-ups, or other preventative maintenance work for the water storage tank.

Washout Assessments

Washout assessments include the cleaning and disinfecting of tanks to improve water quality and operational efficiency. Standard washout assessments include all elements of the visual assessment with the addition of the following:

- The tank asset is isolated and completely drained—allowing for the condition of the tank interior to be fully evaluated.
- We provide a plethora of solutions to our clients to minimize service disruption and maintain minimum flows during washout assessments—as well as other scheduled maintenance—with pressure relief valves, variable frequency drive (VFD) controls, and temporary water storage units.
- The interior floor and walls of the tank are washed to remove mud, sediment, biofilm, silt, and inorganic deposits on the interior of the water storage tank.
  - More aggressive chemical cleaning options can be added on a case-by-case basis.
- The assessment and evaluation of both the interior and exterior of the water storage tank include the safety, sanitary, security, and coatings condition assessments.
- The interior tank coating is evaluated for appearance, adhesion, coating condition, dry film thickness, protective qualities, and percentage of deterioration.
- After the interior assessment of the water tank is completed, the tank is disinfected in accordance with AWWA C652; the tank is then sealed and made ready for service.

The washout condition assessment report includes:

- Documentation of the work completed
- Interior photos before and after the washout
- Interior and exterior coatings
- Logo(s), screens, access points, etc.
- Visible areas of the foundation

These condition assessment reports provide clients with a full understanding of the water storage tank asset's condition. The reports also identify any need for immediate asset repairs and coating touch-ups—as well as any other preventative maintenance work.

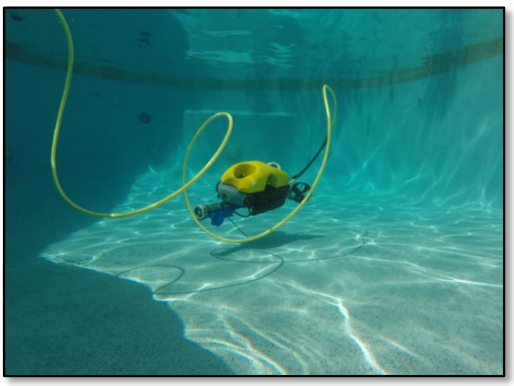
An inspection of the tank's appurtenances—such as vents, overflows, hatches, ladders, railings, and manholes along the tank's exterior and interior surfaces—will be performed to determine if the item complies with the latest applicable OSHA, AWWA, NACE, SSPC, and NSF regulations and standards. Where deficiencies exist, USCI will provide recommendations to return the item to compliance.

Remotely Operated Vehicle (ROV) Interior Inspection

During ROV inspections, the tank is inspected for visible signs of failure or deterioration of the metal surfaces, paint, coatings, linings, welds, bolted connections, hatches, ladders, railings, manholes, and other appurtenances along both the exterior and interior surfaces of the tank. This also includes—but is not limited to—the list of evaluation items provided by PCU.

The tank's interior is inspected by this ROV method—supplemented by a visual assessment from the roof hatch to ensure thorough coverage. Both the tank assessments and inspections are completed in accordance with the latest revision of both AWWA D101 and AWWA D110 guidelines.

All personnel and equipment utilized within the interior of the tank shall be clean and free from loose dirt, rust, lubricant, or any other foreign matter. All equipment used in an ROV inspection is strictly for utilization in potable water applications and shall be disinfected with a 200ppm chlorine solution—in accordance with AWWA C652 Method 2—prior to use in the tank asset. A remote monitor will also be available during ROV inspection to provide live feed to personnel during the operation.



Exterior & Interior Renovations

USCI representatives will work closely with PCU to plan any upfront services to bring the asset into baseline condition under terms that are agreeable to both parties.

The services will be conducted per applicable OSHA and AWWA standards. Dependent on the overall condition of the water storage tank asset, this may include the installation of any updated safety and security features, chemical cleaning, interior and exterior asset coating repairs, structural repairs, disinfection, and the installation of active mixing systems. Undergoing these upfront renovations brings assets into their optimum condition and—simultaneously—extends the useful life of assets.

As part of our tank asset maintenance program, our clients can spread the cost of any major upfront tank renovations over an extended period of time—ultimately assisting them with long-term financial stability, predictable costs, and budget planning. We work with our many clients to evaluate the unique needs of their budget and provide sustainable, advanced solutions—both operationally and financially.

Emergency Services

USCI completes emergency tank repairs and asset maintenance services—at any time—to address, remedy, and correct unforeseen or unsafe water storage tank asset conditions.

These emergency repairs are water storage tank maintenance services that are beyond any of the initial tank repairs that were identified during the annual condition assessments. These repairs are covered at no additional cost to the storage tank owner under our tank asset maintenance program.

Emergency services are typically commenced within 24 hours of notice and include the following:

- Leaks in the water storage vessel (excluding the tank fill line)
- Offensive graffiti (non-offensive graffiti will be scheduled for repair as soon as possible)

Security Measures

Preventing access from potential intruders and pests is critical to the protection, condition, and water quality of a water storage tank asset. The installation and maintenance of ladder anti-climb devices, roof hatch locks, and the security of all other access points to the water tank interior is fully included under our tank asset maintenance program. Our tank asset maintenance program also covers regular maintenance and the replacement of any screens on vents and overflow valves to prevent unwanted intrusion by insects, bugs, birds, and other pests.

Waste Management Plan

We have an environmental policy that covers our commitment to environmental compliance—including waste generated on job sites. The procedures explain how we treat the hazardous and non-hazardous waste types to ensure compliance and reduce risk. Each individual project has a Project Manager that reviews the scope and creates a plan for execution—which includes a plan for managing and handling hazardous and nonhazardous waste.

- *A full copy of the USCI Waste Management Policy can be obtained by PCU upon request.*

Hazardous waste—when mismanaged—poses a true threat to employees and the environment. The USCI Waste Management Policy is designed to outline key regulatory waste requirements—including:

- Waste Identification & Minimization
- Accumulation Area & Container Management
- General Disposal Guidelines & Practices
- Manifests & Documentation
- Emergency Response Planning

In regard to the handling, transportation, and disposal of hazardous waste materials, all empty cans, containers, waste material, and rubbish are removed from the immediate worksite area and placed in the appropriate, visibly-marked waste containers while the work progresses. All solvent waste, oily rags, and flammable liquids are kept in covered, fire-resistant containers until they are removed from the worksite. Any hazardous waste that is created onsite will be transported by certified hazardous-waste haulers to approved hazardous-waste disposal sites. While blasting tank interiors and exteriors that contain—or may contain—lead paint or primers, we use a blasting compound to encapsulate the lead, enabling it to be handled as a non-hazardous material for both transportation and disposal.

Waste Type	Monthly Storage Thresholds		
	Very Small Quantity Generator (VSQG)	Small Quantity Generator (SQG)	Large Quantity Generator (LQG)
Acute Hazardous Waste	Less than 2.2 lbs. (1 kg)/month	Less than 2.2 lbs. (1 kg)/month	Greater than 2.2 lbs. (1 kg)/month
Hazardous Waste	Less than 220 lbs (100 kg)/month	Greater than 220 lbs. (100 kg)/month and less than 2,200 lbs. (1,000 kg)/month	Greater than 2,200 lbs. (1,000 kg)/month
Waste Oil	Less than 220 lbs. (100 kg)/month	Greater than 220 lbs. (100 kg)/month and less than 2200 lbs. (1,000 kg)/month	Greater than 2,200 lbs. (1,000 kg)/month
Universal Waste	N/A	Less than 5,000 kg	Greater than or equal to 5,000 kg

Active Mixing Systems

This section details our active mixing system capabilities—if included in the services agreement.

Water quality is a critical factor in the operational performance of water distribution systems and water storage tanks. Without the proper solution, the water distribution system can experience a variety of unfavorable outcomes. For example, when something such as water stratification occurs, it allows old, stale water to enter the water distribution system—resulting in taste and odor complaints from the customers. As quality regulations increase—and operational resources decrease—utilities need a cost-effective solution that offers maximum performance for water distribution systems.

PAX Water Technologies active mixing systems are readily available to our clients. Typically—within 24 hours of installing the PAX active mixer—a water distribution system will reach its equilibrium and ultimately improve water quality with rapid efficiency and effectiveness.

Other issues that affect the water quality in water storage tanks include disinfection byproducts (DBPs), ice damage, nitrification, increased water age, and residual loss. The EPA standard regulations for permissible levels of both DBPs and trihalomethanes (THMs) in water distribution systems and water storage tank assets continue to increase—ultimately adding pressure on water system managers to regulate and control standards within their system. These submersible PAX mixers' powerful vortex flow pattern inside of the tank creates a water circulation from top to bottom—reducing thermal stratification and water age. The consistent water age may reduce any old, stale water from entering the water distribution system and—in some cases—may reduce any associated taste and odor issues.

Mixing also allows for the even distribution of chlorine and disinfectant chemicals—which can result in a reduction of chemical usage. In colder climates, active mixers will reduce ice formation to prevent tank expansion and contraction—as well as the loss of any tank resources. Our active mixing solutions are customized to the tank's size, capacity, and type—and specific to the climate and geographic variables of the water system—to ensure optimum performance.

The active mixing systems are not just a product; they are a comprehensive solution that is built to the specifications of a water system to provide optimal support. The mixers can be installed while some tanks are in service; others may need to be drained—depending on the tank specifications.

Lastly, the installation, servicing, and ongoing maintenance of the PAX active mixing systems can be fully covered as an additional service under our asset maintenance program.

Site Management Capabilities

This section details our wireless site management capabilities—if the wireless communications management agreement (WCMA) is included in the services agreement.

Wireless Carrier Engineering

The burgeoning wireless industry in the United States generates a continual need for antenna sites to expand the wireless coverage. Tanks are obvious choices to house antennas, but owners are subject to the potential risk of unscrupulous negotiators and improper installations.

Our first-hand knowledge of the consequences of improper antenna installations—along with our awareness of the importance of health and safety measures based on OSHA requirements—led to the creation and establishment of Utility Service Communications Co., Inc. (USCCI). After combining this knowledge with our experience in maintaining tanks, we have the capability to professionally address all antenna installations.

Our main concerns are for the tank and the tank owner. Any ancillary structures mounted on the tank asset should not interfere with the primary purpose of supplying water to the community. These ancillary structures—such as antennas—should not interfere with any future maintenance activities and include the presentation of safety hazards to those providing maintenance services. Our focal priorities include: protecting the tank's structural condition; minimizing the impacts on any maintenance costs by applying the correct standards to the new installation; designing the systems with an aesthetic appeal; and marketing or managing the tanks for maximum revenue by seeking multiple carriers for the water storage tanks and negotiating favorable leasing terms.

Site Management Services

USCCI addresses revenue and antenna system management issues through a professional site management agreement to relieve tank owners of the resources needed to manage any ongoing issues with the following benefits for our clients:

National Marketing Programs

Marketing to the telecommunication companies, network developers, and site-acquisition firms will keep the tank site visible in the marketplace. In addition, national advertising and site-guide listings will help promote the client's tank site.

Contract Negotiations

Telecommunication company agreements tend to be lengthy and complex. USCCI will negotiate a fair agreement that will protect the tank for its primary purpose—while also generating income.

Design & Installation Engineering

Engineering analysis, good design practice, and professional installation are primary factors to the successful placement of antennae on tanks. We review the design and finished installation to ensure a quality that will protect the asset.

Ongoing Contract Management

Once the initial agreement is reached, ongoing issues require careful attention. The government rules and regulations are always changing and require constant monitoring. Each new cellular carrier also requires coordination with existing licensees and revisions of the site safety plan.

Regulatory Compliance

The antennae placement can be subject to FCC, OSHA, and FAA regulations. Tanks can be subject to a variety of local and national standards. We will ensure that the tank asset is protected and that the tank and antennae installations meet the necessary standards and regulations.

Administrative Services

We manage all billing, collections, and reporting issues—eliminating the need for any additional resources or paperwork by the tank owner.

Tank Asset Maintenance Program Overview/Summary

Future Renovations

All future interior and exterior asset renovations—as well as periodic touch-ups—will be scheduled and performed under this agreement. Scheduling both future interior and exterior renovations will be determined directly from assessments during the annual inspections. Typically, interior renovations occur every 10-16 years, and exterior renovations occur every 7-12 years. Both the inspection findings and recommendations will be included in the annual inspection report.

Annual inspections will include the inspection of the five (5) general categories of the tank:

1. Safety Conditions
2. Sanitary Conditions
3. Security Conditions
4. Structure Conditions
5. Coating Conditions

Service center planners make every effort to notify the system well in advance to ensure adequate time to plan for a water tank outage. Under the agreement, renovations will be scheduled and completed in a specified year with some flexibility in scheduling around seasonal or usage considerations.

We can provide pressure relief valves—as well as technical services—to assist in planning for water availability during down time for the maintenance services.

Tank Protection

In addition to the regular and systematic inspections, repair touch-ups, and renovation components of the agreement, various other services will be scheduled—as needed—to ensure both the coating and water storage tank integrity, including:

- **Non-Emergency Services:** Any non-emergency services that are needed will be scheduled in a timely manner to ensure that all water storage tank assets are continually protected.
- **Emergency Repairs:** System representatives will be notified of the needed repair.
  - These services typically commence within 24 hours of the notification of the problem.
- **Graffiti:** Unsightly graffiti will be scheduled for paint over as soon as possible.
- **Offensive Graffiti:** By definition, this is an emergency repair and will be rectified immediately.

THE FOLLOWING PAGE PROVIDES PCU WITH A DETAILED DESCRIPTION OF WHAT IS BOTH INCLUDED AND EXCLUDED FROM A TYPICAL CONTRACT FOR OUR TANK ASSET MAINTENANCE PROGRAM

Services Covered Under a Typical Maintenance Program Contract

- ✓ All costs associated with the maintenance and upkeep of the tank.
- ✓ All costs associated with the planning and evaluation for the short-term maintenance needs.
- ✓ All costs associated with the planning and evaluation for the long-term maintenance needs.
- ✓ All costs associated with the exterior cleaning and painting.
- ✓ All costs associated with the interior cleaning and painting.
- ✓ All costs needed for exterior repairs.
- ✓ All costs needed for interior repairs.
- ✓ All costs associated with existing logo and artwork. Finish colors selected by the owner.
- ✓ All costs associated with the installation of anticlimbing devices.
- ✓ All costs associated for annual inspection of the tank.
- ✓ All costs associated with washouts and disinfection of the tank.
- ✓ All costs associated with the handling of emergency service requirements.

Services Not Covered Under a Typical Maintenance Program Contract

- × Cost of installing and removing any containment (if not specifically covered in the contract).
- × Cost of disposal of any hazardous wastes (if not specifically covered in the contract).
- × Cost of resolution for water system operational problems due to cold weather.
- × Cost of repair due to antenna installations or other attachments.
- × Cost of repairs due to conditions below the surface of the ground.
- × Cost of repairs to the below-grade foundations.
- × Acts of God.
- × Acts of terrorism.

Legal Contractual Agreement

USCI's proposal is conditioned upon the negotiation and execution by both parties of a written, definitive agreement containing mutually acceptable terms and conditions. This agreement shall include—but not be limited to—mutually acceptable provisions on the following subjects: (i) force majeure, (ii) indemnification, (iii) waiver of consequential damages, (iv) warranty, (v) liability cap, (vi) excessive inflation; (vii) insurance requirements, (viii) bonding, and (ix) dispute resolution. USCI shall not have any contractual obligations with respect to the matters referred to herein unless and until a mutually acceptable definitive agreement has been executed and delivered by both parties.

Schedule/Scope of Work & Pricing

We ensure financial stability for our valued clients—providing them with the option to spread the cost of renovations and rehabilitation over an extended period of time. We also offer long-term financial assistance and operational sustainability—as well as the protection of the water storage tank assets.

This section details the schedule/scope of work and pricing designed for PCU. This schedule/scope of work and pricing has been developed utilizing the *Schedule of Work and Fees* form included in the RFP and is based on the initial asset condition assessments—as well as our experience and knowledge of tank coating-life cycles, preventative maintenance, and current asset condition. This information was evaluated by our water storage tank asset management professionals to determine the best methods of servicing the water storage tank assets.

- *The executed Schedule of Work and Fees form has been provided on the following two (2) pages*

Exceptions & Exclusions

We have provided PCU with the following notes, exceptions, and exclusions that are associated with our *Proposal for Elevated Water Tanks Maintenance (RFP # 221011-233):*

- USCI's proposal is conditioned upon the negotiation and execution by both parties of a written, definitive agreement containing mutually acceptable terms and conditions. This agreement shall include—but not be limited to—mutually acceptable provisions on the following subjects: (i) force majeure, (ii) indemnification, (iii) waiver of consequential damages, (iv) warranty, (v) liability cap, (vi) excessive inflation; (vii) insurance requirements, (viii) bonding, and (ix) dispute resolution. USCI shall not have any contractual obligations with respect to the matters referred to herein unless and until a mutually acceptable definitive agreement has been executed and delivered by both parties.
- For the Highway 210 Ground Concrete Water Storage Tank, emergency services are for coatings only. Structural issues, including—but not limited to—cracks, leaks and spalls are not covered by emergency services.

PRICING

The following schedule and scope of work was specified by PCU within their *Request for Proposal (RFP) for Elevated Water Tanks Maintenance (RFP # 221011-233)*. USCI has evaluated the scope of work specified by PCU and developed the pricing in coordination with their yearly scope of services—including two (2) different options—as follows:

OPTION ONE (1)

APPENDIX A
Pender County Utilities - Schedule of Work and Fees

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
TANKS	2022/2023	2023/2024	2024/2025	2025/2026	2026/2027	2027/2028	2028/2029	2029/2030	2030/2030	2030/2031
Tank #1 Maple Hill Elevated Water Tank	Exterior Renovation (1st Cycle) Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$54,706	$2,980	$3,085	$2,396	$3,307	$3,424	$6,098	$3,671	$3,801	$18,355
Tank #2 Rocky Point Elevated Water Tank	Exterior Renovation (1st Cycle) & Interior Renovation Engineering Report, Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$128,532	$2,980	$3,085	$6,229	$3,307	$3,424	$2,659	$3,671	$3,801	$30,730
Tank #3 Highway 17 Elevated Water Tank	Visual Inspection & Engineering Report Bio-Film Washout & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$5,899	$86,722	$3,085	$3,194	$74,844	$3,424	$3,546	$7,526	$3,801	$36,644
Tank #4 Highway 210 Ground Concrete Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$5,784	$1,117	$1,157	$21,398	$1,240	$1,284	$7,127	$1,377	$1,425	$7,072
Tank #5 Topsail Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Engineering Report, Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$5,899	$2,980	$79,510	$3,194	$3,307	$3,424	$7,269	$105,722	$3,801	$15,044
Tank #6 Malpass Corner Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$5,899	$2,980	$3,085	$3,194	$3,307	$3,424	$85,575	$3,671	$3,801	$25,175
Total	$206,720	$99,757	$93,007	$39,606	$89,313	$18,406	$112,274	$125,638	$20,431	$133,020

Schedule of Work and Fees (continued)

	Year 11	Year 12	Year 13	Year 14	Year 15
TANKS	**2031/2032**	**2032/2033**	**2033/2034**	**2034/2034**	**20342035**
Tank #1 Maple Hill Elevated Water Tank	Exterior Renovation (2nd Cycle) & Interior Renovation Engineering Report, Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$18,355	**$18,355**	**$18,355**	**$18,355**	**$18,355**
Tank #2 Rocky Point Elevated Water Tank	Exterior Renovation (2nd Cycle) Engineering Report, Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs
	$30,730	**$30,730**	**$30,730**	**$30,730**	**$30,730**
Tank #3 Highway 17 Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Exterior Renovation (2nd Cycle) & Interior Renovation Engineering Report, Emergency Service & Repairs
	$36,644	$36,644	$36,644	$36,644	$36,644
Tank #4 Highway 210 Ground Concrete Water Tank	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (2nd Cycle) Engineering Report, Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$7,072	**$7,072**	**$7,072**	**$7,072**	**$7,072**
Tank #5 Topsail Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (2nd Cycle) Engineering Report, Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$15,044	**$15,044**	**$15,044**	**$15,044**	**$15,044**
Tank #6 Malpass Corner Elevated Water Tank	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$25,175	**$25,175**	**$25,175**	**$25,175**	**$25,175**
Total	**$133,020**	**$133,020**	**$133,020**	**$133,020**	**$133,020**

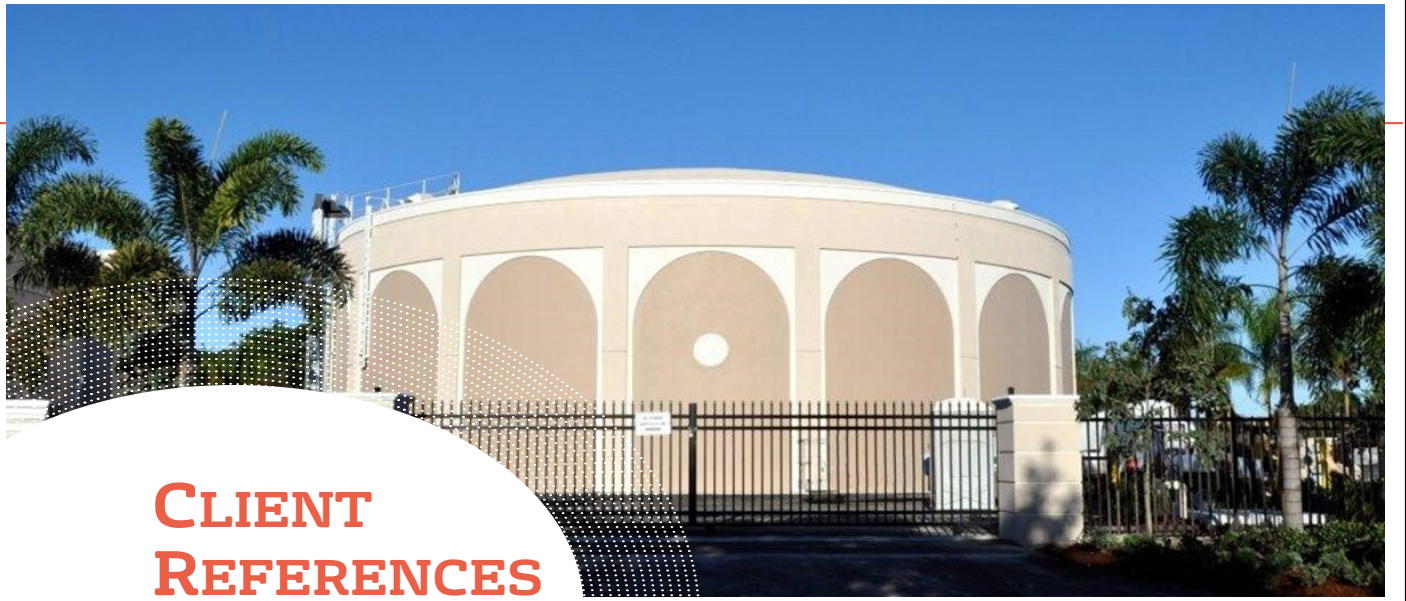
OPTION TWO (2)

APPENDIX A
Pender County Utilities - Schedule of Work and Fees

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
TANKS	**2022/2023**	**2023/2024**	**2024/2025**	**2025/2026**	**2026/2027**	**2027/2028**	**2028/2029**	**2029/2030**	**2030/2030**	**2030/2031**
Tank #1 Maple Hill Elevated Water Tank	Exterior Renovation (1st Cycle) Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$12,907	**$12,907**	**$12,907**	**$12,907**	**$12,907**	**$12,907**	**$12,907**	**$12,907**	**$12,907**	**$12,907**
Tank #2 Rocky Point Elevated Water Tank	Exterior Renovation (1st Cycle) & Interior Renovation Engineering Report, Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$22,805	**$22,805**	**$22,805**	**$22,805**	**$22,805**	**$22,805**	**$22,805**	**$22,805**	**$22,805**	**$22,805**
Tank #3 Highway 17 Elevated Water Tank	Visual Inspection & Engineering Report Bio-Film Washout & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$27,460	**$27,460**	**$27,460**	**$27,460**	**$27,460**	**$27,460**	**$27,460**	**$27,460**	**$27,460**	**$27,460**
Tank #4 Highway 210 Ground Concrete Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$5,623	**$5,623**	**$5,623**	**$5,623**	**$5,623**	**$5,623**	**$5,623**	**$5,623**	**$5,623**	**$5,623**
Tank #5 Topsail Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Engineering Report, Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$20,358	**$20,358**	**$20,358**	**$20,358**	**$20,358**	**$20,358**	**$20,358**	**$20,358**	**$20,358**	**$20,358**
Tank #6 Malpass Corner Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (1st Cycle) Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs
	$17,732	**$17,732**	**$17,732**	**$17,732**	**$17,732**	**$17,732**	**$17,732**	**$17,732**	**$17,732**	**$17,732**
Total	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**

Schedule of Work and Fees (continued)

	Year 11	Year 12	Year 13	Year 14	Year 15
TANKS	**2031/2032**	**2032/2033**	**2033/2034**	**2034/2034**	**20342035**
Tank #1 Maple Hill Elevated Water Tank	Exterior Renovation (2nd Cycle) & Interior Renovation Engineering Report, Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$12,907	**$12,907**	**$12,907**	**$12,907**	**$12,907**
Tank #2 Rocky Point Elevated Water Tank	Exterior Renovation (2nd Cycle) Engineering Report, Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs
	$22,805	**$22,805**	**$22,805**	**$22,805**	**$22,805**
Tank #3 Highway 17 Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Exterior Renovation (2nd Cycle) & Interior Renovation Engineering Report, Emergency Service & Repairs
	$27,460	**$27,460**	**$27,460**	**$27,460**	**$27,460**
Tank #4 Highway 210 Ground Concrete Water Tank	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (2nd Cycle) Engineering Report, Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$5,623	**$5,623**	**$5,623**	**$5,623**	**$5,623**
Tank #5 Topsail Elevated Water Tank	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Exterior Renovation (2nd Cycle) Engineering Report, Emergency Service & Repairs	Bio-Film Washout & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$20,358	**$20,358**	**$20,358**	**$20,358**	**$20,358**
Tank #6 Malpass Corner Elevated Water Tank	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Interior Renovation & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs	Visual Inspection & Engineering Report Emergency Service & Repairs
	$17,732	**$17,732**	**$17,732**	**$17,732**	**$17,732**
Total	**$106,885**	**$106,885**	**$106,885**	**$106,885**	**$106,885**



Client References

USCI has completed over $600 million in water asset projects over the last five (5) years. Our goal is to provide comprehensive asset management solutions to ensure the long-term success of our many valued clients—as well as their water distribution system assets. Our expertise in rehabilitation and preventative maintenance extends the usable life of assets and eliminates the risks associated with the run-to-failure approach. Below are just a few of our asset maintenance program clients within the State of North Carolina.

Tank Owner	Contact	Phone | Email	# of Tanks
City of Raleigh	Mark Tallent	(919) 422–4642 john.tallent@raleighnc.gov	33 Tanks
Town of Fuquay-Varina	Adam Mitchell	(919) 594–7480 amitchell@fuquay-varina.org	Two (2) Tanks
ONWASA	Matt Padgett	(910) 388–5997 mpadgett@onwasa.com	14 Tanks
OWASA	Todd Taylor	(919) 357–0171 ttaylor@owasa.org	Five (5) Tanks
City of Washington	Hope Woolard	(252) 943–5717 hwoolard@washingtonnc.gov	Three (3) Tanks
City of Randleman	Brian Crawford	(336) 676–3914 bcrawford@cityofrandleman.com	One (1) Tank
City of Kinston	Joey Pittman	(252) 526–7542 joey.pittman@ci.kinston.nc.us	Eight (8) Tanks
City of New Bern	Dalton Gaskins	(252) 675–3345 gaskinsd@newbern-nc.org	Six (6) Tanks

Tank Owner	Contact	Phone | Email	# of Tanks
First Craven Sanitary District	Ed Riggs	(252) 671–0457 firstcraven@embarqmail.com	Two (2) Tanks
Town of Apex	Jimmy Cornell	(919) 291–3641 jimmy.cornell@apexnc.org	Three (3) Tanks
City of Mooresville	Mike Fulbright	(704) 663–3800 mfulbright@ci.mooresville.nc.us	Seven (7) Tanks
Town of Troy	Greg Zephir	(910) 220–7310 troymanager@troy.nc.us	Two (2) Tanks
City of Concord	Lloyd Payne	(704) 701–4600 paynel@concordnc.gov	Seven (7) Tanks
City of Eden	Dana Reid	(336 932–5206 dreid@edennc.us	Six (6) Tanks
City of Kannapolis	Wilmer Melton	(704) 791–0480 wmelton@kannapolisnc.gov	Five (5) Tanks
Iredell Water Corporation	Danny Sloan	(704) 902–6483 dsloan@iredellwater.com	Ten (10) Tanks
Broad River Water Authority	Brad Joyner	(828) 429–1054 bjoyner@ncbrwa.com	Three (3) Tanks
Harnett County Public Utilities	Steve Ward	(910) 814–3042 sward@harnett.org	26 Tanks
City of Jacksonville	Derrick Hart	(910) 545–1753 dhart@jacksonvillenc.gov	Three (3) Tanks
Town of Forest City	Jon Hoyle	(828) 248–5225 jonhoyle@townofforestcity.com	Six (6) Tanks
Town of Wilkesboro	Sam Call	(336) 984–1932 callscall@wilkesboronorthcarolina.com	Seven (7) Tanks
Town of Belmont	Chuck Flowers	(704) 825–0512 bcarroll@cityofbelmont.org	Four (4) Tanks
City of Gastonia	Joe Albright	(704) 869–1929 joea@cityofgastonia.com	Three (3) Tanks
City of Lincolnton	Robert Pearson	(704) 736–8970 robertpearson@ci.lincolnton.nc.us	Seven (7) Tanks
City of Bessemer City	James Inman	(704) 629–5542 jinman@bessemercity.com	One (1) Tank

APPENDIX

This Appendix provides PCU with the executed documents, submittal requirements, and additionally relevant information associated with this *Proposal for Elevated Water Tanks Maintenance (RFP # 221011-233);* the required forms and additionally relevant information include the following:

- Affidavit
- Contractor's License (State of North Carolina)
- Certificate of Insurance
- ISO 9001:2015 Certification
- Approved Applicator Certificate (Tnemec)
- Workers Compensation Experience Modification (EMR) Rating
- TC-1 Bio-Film Cleaning Product Data Sheet
- TC-1 Field Application Procedures
- Sample Contract

USCI also acknowledges receipt of the following Addenda issued by PCU in association with their *RFP for Elevated Water Tanks Maintenance (RFP # 221011-233):*

- **ADDENDUM 1**—issued by PCU on November 15, 2022 (11/15/2022)

In addition to the items included in the Appendix, USCI has provided PCU with additional information submitted on an external USB flash drive; this information includes:

- USCI Safety & Health Program

AFFIDAVIT

I, Jonathan Cato, being an authorized representative of the firm of Utility Service Co., Inc., located in the County/Town of Fulton/Atlanta, State GA, Zip Code 30309, have read and understood the contents of the formal proposal and hereby submit our proposal accordingly as of this date December 07, 2022 (12/07/2022)

Jonathan Cato, Chief Operations Office (COO)

Signature of Authorized Representative

ANGELA CAMPBELL NOTARY PUBLIC FULTON COUNTY GEORGIA EXPIRES MAY 17, 2026

Attest

Telephone # (855) 526-4413

Fax# N/A

Email Contact: jonathan.cato@veolia.com

State Contractor's License #52520 (Attach Copy)

License Year

2022

License No.

52520

North Carolina

Licensing Board for General Contractors

This is to Certify That:

Utility Service Co., Inc.

Perry, GA

is duly registered and entitled to practice

General Contracting

Limitation: Unlimited

Classification: Building; PU(Water Lines & Sewer Lines)

until

December 31, 2022

when this Certificate expires.

Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 01, 2022

This certificate may not be altered.

LICENSING BOARD FOR GENERAL CONTRACTORS * NORTH CAROLINA * MAY 20. 1775

Chairman

Secretary-Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER MARSH USA, INC. 445 SOUTH STREET MORRISTOWN, NJ 07962-1966 Attn: Morristown.CertRequest@marsh.com Fax: 212-948-0979 CN102425067-USG-CASP-22-23	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED UTILITY SERVICE CO., INC. PO BOX 1350 PERRY, GA 31069	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Everest National Insurance Company — 10120 **INSURER B :** Everest Premier Insurance Company — 16045 **INSURER C :** ACE Property and Casualty Insurance Company — 20699 **INSURER D :** Berkley Assurance Company — 39462 **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-011512708-01 **REVISION NUMBER:** 8

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			RM5GL00017-221	01/01/2022	01/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $	1,000,000 5,000,000 10,000 5,000,000 5,000,000 5,000,000
A A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			RM5CA00013-221 (AOS) RM5CA00025-221 (MA)	01/01/2022 01/01/2022	01/01/2023 01/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	5,000,000
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 10,000			XEUG72557451001	01/01/2022	01/01/2023	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
B B B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			RM5WC00021-221 (AOS) RM5WC00022-221 (MA, WI) RM5WC00047-221 (FL, ME, NJ)	01/01/2022 01/01/2022 01/01/2022	01/01/2023 01/01/2023 01/01/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	2,000,000 2,000,000 2,000,000
D	CONTRACTOR'S POLLUTION AND ERRORS & OMISSIONS			PCAB-5017252-0122 SIR - $250,000	01/01/2022	01/01/2023	PER OCCURRENCE: AGGREGATE:		10,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Elevated Water Tanks Maintenance

Pender County Utilities is included as additional insured (except workers compensation) where required by written contract.

CERTIFICATE HOLDER

Pender County Utilities
ATTN: Kenneth Keel, PE, Director
605 E. Fremont Street
Burgaw, NC 28425

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA Inc.

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Bureau Veritas Certification

VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)

1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA

This is a multi-site certificate, additional site(s) are listed on the next page(s)

Bureau Veritas Certification Holding SAS – UK Branch certifies that the Management System of the above organisation has been audited and found to be in accordance with the requirements of the management system standards detailed below

ISO 9001:2015

Scope of certification

Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems

Original cycle start date:	**12-January-2018**
Expiry date of previous cycle:	**11-January-2021**
Certification / Recertification Audit date:	**29-October-2020**
Certification/Recertification Cycle Start Date:	**12-January-2021**
Subject to the continued satisfactory operation of the organization's Management System, this certificate expires on:	**11-January-2024**

Certificate No.: **US014911** Version: **4** Issue Date: **16-May-2022**

UKAS MANAGEMENT SYSTEMS
0008

Certification Body Address: 5th Floor, 66 Prescot Street, London, E1 8HG, United Kingdom

Local Office: 16800 Greenspoint Park Drive, Suite 300S, Houston, TX 77060, USA

Further clarifications regarding the scope and validity of this certificate, and the applicability of the management system requirements, please call: +(800) 937-9311

Bureau Veritas Certification

VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)

ISO 9001:2015

Scope of certification

Site Name/Location	Site Address	Site Scope
VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)	1230 Peachtree St NE, Suite 1100 Atlanta, GA 30309 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 2 - USCI - ARKANSAS	12748 US Hwy 70 Proctor, AR 72376 USA	
Site 3 USCI - GEORGIA	141 Hicks Drive Perry, GA 31069 USA	
Site 4 - USCI - ILLINOIS & MAXCOR	900 Country Creek Drive New Lenox, IL 50451 USA	
Site 5 - USCI - JPI	6150 Center Road Lowellville, OH 44436 USA	
Site 6 - SCI - KANSAS	1259 S 220th Street Pittsburg, KS 66762 USA	
Site 7 - USCI - MA / MERITHEW	128 Elm Street Bridgewater, MA 02324 USA	
Site 8 - USCI - NEW YORK	128 Elm Street Bridgewater, MA 02324 USA	

Certificate No.: **US014911** Version: **4** Issue Date: **16-May-2022**

Brian Sanders

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Bureau Veritas Certification

VEOLIA ADVANCED SOLUTIONS USA LLC (Utility Service)

ISO 9001:2015

Scope of certification

Site Name/Location	Site Address	Site Scope
Site 9 - USCI - NORTH CAROLINA	200 Old Covered Bridge RD Madison, NC 27025 USA	Provides rehabilitation services and asset maintenance programs for municipal and industrial water distribution systems
Site 10 - USCI - TEXAS	16002 Kitzman Road Cypress, TX 77429 USA	
Site 11 - USCI - PERRY OFFICE	535 Courtney Hodges Blvd Perry, GA 31069 USA	
Site 12 - USCI - CALIFORNIA	2240 E Cedar St Ontario, CA 91761 USA	
Site 13 - ODLE, INC.	1801 W 26th St Muncie, IN 47302 USA	
Site 14 - USCI - FLORIDA	929 N Charleston Ave Fort Meade, FL 33841 USA	

Certificate No.: **US014911** Version: **4** Issue Date: **16-May-2022**

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TSE, INC.
Independent Representative of Tnemec Company Inc.

UTILITY SERVICE CO., INC.
1230 PEACHTREE STREET NE, SUITE 1100
ATLANTA, GA 30309

Re: TNEMEC Qualified Applicator

Dear Pender County Utilities (PCU):

Please accept this letter as certification that Utility Service Co., Inc. (USCI) is an approved, qualified applicator of all Tnemec Coatings. USCI has been installing Tnemec coatings for over thirty (30) years and has more successful projects with Tnemec's high-performance coatings than any other contractor in the country. They are fully qualified and capable to apply any and all Tnemec coating systems.

USCI also has an excellent credit history with Tnemec, and—subsequently—they have no limitations.

If you or your customers have any questions or need additional information regarding this Tnemec application approval, please do not hesitate to contact me.

Sincerely,

Michael Anderson

MIKE ANDERSON
TSE, INC.
NACE LEVEL III CERTIFIED COATING INSPECTOR (#41214)

Marsh

P. Kevin O'Sullivan

Marsh USA Inc.
445 South Street, Suite 210
Morristown, NJ 07962-1966
T +1 973 401 5262
Kevin.OSullivan@marsh.com
www.marsh.com

January 03, 2022

Subject: Utility Service Company, Inc.

Experience Modification Rating

To Whom It May Concern:

The National Council on Compensation Insurance (NCCI) has promulgated the Experience Modifications for SUEZ North America Inc. (which includes Utility Service Company, Inc.) with an effective rating date of 1/1/2022 as follows:

Rating Effective Date	Experience Modification Factor
3/1/2017	0.62
3/1/2018	0.91
1/1/2019	0.85
1/1/2020	0.78
1/1/2021	0.67
1/1/2022	0.67

Sincerely,

P. Kevin O'Sullivan

P. Kevin O'Sullivan

Copy:
Lori Kerman - SUEZ North America Inc.
Nancy Engelmann - SUEZ North American Inc.

TC1 – Tank Cleaner One

TC1 – Tank Cleaner One was designed specifically for the cleaning and protection of potable water storage tanks. To meet the variety of demands placed on cleaners, TC1 offers a unique family of cleaning agents. These cleaners can be applied and used on a variety of surfaces and materials, offering a multitude of advantages over traditional cleaning chemicals. TC1 was also designed to be the first of a series of cleaners designed specifically for potable water treatment components, with successive formulas designed for the different forms of fouling encountered. TC1 ships in a concentrated form that is blended with potable water onsite at a 1:1 ratio prior to use. This feature aids in reducing the amount of chemicals stored on site, and reduces shipping costs.

Advantages of the TC1 product:

- Specifically designed for the cleaning of potable water storage tanks
- Penetration of bio-geo-chemical fouling accumulations
- Disruption and dispersal of biomass
- Iron and manganese chelation and dispersion
- Dispersion of calcium and magnesium mineral scale components
- Aids in combating corrosion and improves passivation of steel components
- Concentrated formula to reduce impact on storage and shipping
- TC-1 formula is NSF approved for use in the cleaning of potable water storage tanks and pipelines
- Safe and convenient to use

General Use Guidelines

- Blend TC1 at a rate of 1 gallon product with 1 gallon potable water
- Apply chemical blend to the surface needing cleaning using a commercial, low-pressure sprayer.
- Use the prepared mixture at a rate of 1 gallon per 250 sq ft for Steel Tanks or 1 gallon per 100 sq ft for Concrete or Raw Water Tanks
- Allow contact time of 15 minutes to 3 hours maximum.
- Rinse area with water.
- Collect, neutralize, and dispose of discharge as needed per regulations.

As with any chemical cleaning, precaution and care should be taken when utilizing these chemicals to prevent ingestion, overspray and spills. Should spillage or overspray occur, flush area with plenty of water and treat as an acidic material. Dispose of according to local, state and federal laws and regulations.

TC-1 Field Application Procedures

SCOPE:

This procedure outlines the necessary steps to clean potable water storage tanks in the field using the TC-1 (Tank Cleaner 1) product. The steps outlined serve as a guide and are based on the manufacture's recommendations to ensure the greatest performance and results possible. However, due to the dynamic nature of water storage tanks and variability of conditions and water treatment efforts, some modifications may be needed.

DEFINITIONS:

Biofilm: a film of microbial growth which consist of bacterial cells and the slimy exopolymer which binds them to the surface at a microscopic level and is not always visible to the naked eye.

Atomization: to reduce to fine particles or atoms.

ASSOCIATED DOCUMENTS:

Material Safety Data Sheet (M.S.D.S.) for TC-1

DETAILED INSTRUCTIONS:

1. Equipment and Tooling

1.1. TC-1 application is designed for spraying onto desired surfaces. Necessary cleaning equipment includes: chemical pump or Hudson-type sprayer, hoses, spray nozzles, mixing container, etc.

1.2. Safety equipment necessary to protect personnel involved in handling acids and spraying applications in a closed environment (i.e., respirator, masks, skin protection, etc.).

2. Materials

2.1. TC-1, potable water for mixing, neutralization chemicals, TC-1 Booster, anti-foam chemical

3. Mixing the Cleaning Solution

3.1. TC-1 one is a concentrated formula designed to be diluted with potable water on site. TC-1 should be applied evenly over the targeted surfaces at the following rates. Due to variances in surface type and potentials for fouling heavier concentrations are recommended in some applications. The following rates are recommended:

1 gallon per 500 ft^2 for Steel Tanks
1 gallon per 200 ft^2 for Concrete or Raw Water Tanks

3.2. Mix the TC-1 product (as provided) in a 1:1 ratio with water (i.e., one gallon of TC-1 to one gallon of water.)

3.2.1. Add TC-1 concentrate into water for mixing of diluted cleaning solution. (NOTE: TC-1 is acidic and addition of water into the product may cause undesired reactions possibly resulting in bubbling or splattering of the solution out of it's container)

3.3. For heavy fouling and concrete applications the use of TC-1 Booster is recommended. TC-1 Booster is a strong oxidizing agent formulated to enhance the cleaning capacity of the TC-1 product and promote the degradation of both mineral and organic based staining. TC-1 Booster is packaged in 1 Liter containers and is specially stabilized, without the use of strong pH controls, to ensure maximum oxidation power over time.

3.3.1. If needed, add TC-1 Booster into the cleaning solution of TC-1 and water at the rate of:

1 Liter per 10 gallons of TC-1 used

3.4. Mix thoroughly before using.

4. Pre-Cleaning

4.1. Complete draining of the targeted tank is necessary prior to chemical application.

4.2. Prolonged exposure to air following draining of the tank may allow deposits on interior surfaces to become hardened and/or change the biofilm matrix causing a more challenging cleaning process. Thus, application of chemical closely following completion of draining is recommended.

4.3. Installation of adequate ventilating equipment and air quality gauges to assure the efficient removal of any vapors developing during the cleaning process is required.

5. Cleaning

5.1. Make sure correct spray pattern and pressure is in place. Desired spray should resemble medium sized drops being applied at low pressures, resembling that of a typical shower head. (NOTE: achieving correct spray rates is essential to the product's effectiveness in removing deposits. Excessive spray pressure resulting in splattering of the product or too fine of spray causing atomization of the cleaning solution will impair the cleaning ability of TC-1).Achieving correct spraying pressure should be accomplished in a number of ways.

5.1.1. Make sure any pressure gauges on the washer are properly regulated. Pressure regulator knobs will likely need to be set at decreased pressure settings. (NOTE: be sure to return the pressures to their original settings for rinsing procedures)

5.1.2. Adjusting the distance away from the surface to be cleaned will affect the pressure. The greater the distance, the less the pressure will be on the surface to be cleaned. Spraying distance should be 1.5 - 2.5 feet from the tank surface at all times to achieve correct spray patterns.

5.1.3. Use a spray tip designated for low pressure application of cleaning solutions. Nozzle should be designed to deliver a less powerful stream and a wider spray pattern.

5.2. Using the appropriate spray device, apply the blended TC-1 cleaning solution on the surface needing cleaning.

5.2.1. Any areas displaying compounded (layered, harder) deposits, or tanks containing extreme fouling, may require additional applications.

5.3. Apply the prepared mixture in one heavy pass being sure to thoroughly soak all designated surfaces to be cleaned. Multiple passes with thinner coverage could result in failure to penetrate deposits and remove staining from the surface to be cleaned. Constant routine monitoring of usage rates vs. remaining area to be treated is needed to allow for even coverage.

5.4. Allow a minimum of 30 minutes of contact time before rinsing the treated area thoroughly with a pressurized potable water source.

5.5. Tanks containing advanced biofilm development or excessive deposit formations, indicated by laboratory analysis, may require additional applications. Repeat steps 1.1. though 1.5. in such cases, or if desired effect is not achieved.

6. Neutralization and Disposal

6.1. All water, debris, and chemicals utilized should be collected onsite for neutralization and disposal.

6.2. Wastewater collected during cleaning should be diluted and neutralized to a pH of 5 to 6.5 minimum (check with local wastewater requirements).

6.3. All material, once neutralized, should be disposed of according to local, state, and federal regulations and guidelines.

NOTE:

1. WARNING! As with any chemical cleaning, take precautions when using these products to prevent ingestion, overspray, and spills. Should spillage occur, flush the area with plenty of water, and treat as an acidic material.

2. Dispose of any residue according to local, state and federal laws and regulations.

3. Do not use any solution that is observed to be contaminated. Contact supplier.

4. For more detailed instructions consult the Material Safety Data Sheet.

5. Areas affected by overspray or spills should be flushed with water in a timely manner.

TROUBLESHOOTING:

1. Try not to allow excessive drying time following tank draining.

2. Make sure container used for mixing the proper solution of TC-1 and water is clean and free of excess dirt or contaminants.

3. Avoid exposure or storage of product in excessive temperature (below 32°F or above 100°F). When mixing the chemical concentrates, utilize warm water if possible and mix well. If the concentrated or mixed products are exposed to excessive temperatures, i.e. below freezing, efforts should to remix them should be made. Exposure to excessive temperatures may prevent achievement of the desired affects.

4. Avoid turbid or unbalanced mix or rinse water. Water sources with high levels of calcium, iron, manganese, copper or bacteria may prevent achievement of the desired affects.

SCOPE OF WORK NO. 1

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

[INSERT CUSTOMER NAME, STATE ABBREVIATION]

WATER TANK MAINTENANCE – [INSERT TANK SIZE AND NAME]

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1. **Effective Date.** The Effective Date for this Scope of Work No. XX ("SOWXX") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its [SIZE] gallon water storage tank located at [ADDRESS] (hereinafter "tank"). This SOWXX shall commence on the Effective Date and shall continue in full force and effect for one year. This SOWXX will automatically renew for successive one-year terms unless terminated as defined in Section 10 herein. For purposes of this SOWXX, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOWXX is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **[Size]** gallon water storage tank located at **[Address]** (hereinafter, "the Tank"). This SOWXX outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive an Upfront Renovation, which will include: _____ **prior to the end of Contract Year [insert year].**
   b. The Company will annually inspect the Tank. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. XXXXXX, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.
   d. The Company shall provide the engineering and inspection services needed to maintain and repair the Tank during the term of this SOWXX. The repairs include: the Tank's expansion joints, water level indicators, sway rod adjustments, vent screens, manhole covers/gaskets, and the Tank's other steel parts not otherwise excluded hereinafter.

e. The Company will clean and repaint the interior and/or exterior of the Tank at such time as specified by Pender County's schedule. Only materials approved for use in potable water tanks will be used on any interior surface area. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

f. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOWXX. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

g. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOWXX. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

h. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

i. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOWXX. The first **--------- (---)** Annual Fees shall be **$---------** per Contract Year. The Annual Fee for Contract Year [---] shall be **$-------**. Each Contract Year thereafter, the Annual Fee shall be adjusted to reflect the current cost of service. The adjustment of the Annual Fee shall be limited to a maximum of 5% annually. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOWXX.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOWXX. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOWXX without notice. The late fee will be 1.5% per month.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank**

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available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank. In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOWXX.

7. **Structure of Tank and Tank Site Conditions.** The Company is accepting this Tank to maintain pursuant to the requirements of this SOWXX based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOWXX.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOWXX, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOWXX. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOWXX. Said equitable adjustment of the Annual Fees in this SOWXX will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

   The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOWXX are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOWXX does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOWXX; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the

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foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOWXX is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOWXX pursuant to the terms of this Section. This SOWXX is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOWXX shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this SOWXX prior to remitting the first **----- (---)** Annual Fees, then the unpaid balance of the first **------- (---)** Annual Fees shall be due and payable within thirty (30) days of the Owner's issuance of the notice of intent to terminate at the end of the then-current Contract Year.

11. **Visual Inspection Disclaimer.** This SOWXX is based upon a visual inspection of the Tank. The Owner and the Company hereby acknowledge and agree that a visual inspection is intended to assess the condition of the Tank for all patent defects. If latent defects are identified once the Tank has been drained and is made available to the Company, the Owner agrees and acknowledges that the Company shall not be responsible to repair the latent defects unless the Owner and the Company re-negotiate the Annual Fees. The definition of a "latent defect" shall be any defect of the Tank which is not easily discovered (e.g., corrosion of the floor plates, corrosion of the roof plates or rafters, corrosion in areas inaccessible to maintain, damage to the roof of the Tank which is not clearly discoverable during the visual inspection, etc.).

12. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOWXX exceeds 12% in total, the Owner and the Company agree to renegotiate

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the Annual Fees and increase the Annual Fees throughout the remaining term of this SOWXX to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 7.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

The SOWXX is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
[Customer Name]	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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VEOLIA

Utility Service Co., Inc.
(A Veolia Company)

1230 Peachtree Street NE, Suite 1100
Atlanta, GA 30309
(855) 526–4413
www.veolianorthamerica.com

MASTER SERVICES AGREEMENT
Terms and Conditions

This MASTER SERVICES AGREEMENT ("Agreement") is entered into by and between **Pender County Utilities** with a principal business address of **P.O. Box 995, Burgaw, NC 28425** ("Owner"), and **Utility Service Co., Inc.**, a Georgia corporation with a principal business address of 535 General Courtney Hodges Boulevard, Post Office Box 1350, Perry, Georgia 31069 ("Company").

WHEREAS, the Owner and the Company (individually, "Party"; collectively, "Parties") desire for the Company to provide goods and services to the Owner under the terms set forth herein;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Scope. The Company agrees to provide the Owner with certain goods and services ("Services") set forth on each properly executed Scope of Work ("SOW") to be attached hereto and incorporated herein by reference. Each SOW shall be subject to the general terms and conditions (the "Terms and Conditions") set forth in this Agreement. Each time Owner engages Company to perform Services, a new SOW shall be prepared specifying the scope of Services specific to that engagement. Unless otherwise indicated in any given SOW, Company shall be responsible for furnishing all labor, materials and tools to perform the Services. Each new SOW represents a separate contract between Company and Owner that incorporates the Terms and Conditions and is governed by this Agreement. All changes to any SOW may only be made by a written amendment to such SOW and signed by an authorized representative of each Party. Owner may terminate a SOW in accordance with the terms of each SOW. In the event there is a conflict between any term of an SOW and this Agreement, the term(s) of the SOW shall control.

2. Term. The effective date of this Agreement shall be _____, 2023 ("Effective Date"). The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect for one year ("Term"). This Agreement will automatically renew for successive one-year terms ("Renewal Terms") unless terminated as set forth in Section 9 of this Agreement. The term of a SOW shall begin on the commencement date provided in that SOW and continue in effect for the agreed term provided in that SOW.

3. Fees. For all Services performed, Owner shall pay Company in accordance with the terms of each SOW. The fees paid in accordance with each SOW shall constitute the full and complete compensation to Company for the Services performed pursuant to the SOW. Unless otherwise expressly set forth in any given SOW, Company shall be responsible for expenses it incurs in connection with its provision of the Services.

4. Independent Contractor. The Company is, and shall at all times remain, an independent contractor. The Company and each of the Company's employees and principals shall not be deemed for any purpose to be the Owner's employees, and they shall not be entitled to any claims, rights, benefits and privileges to which an employee of the Owner or any if its respective affiliates may be entitled under any retirement, pension, insurance, medical or other plans which may now be in effect or which may hereafter be adopted. The Owner is not responsible to any governing body or to the Company for paying or withholding payroll taxes and

other employee expenses related to payments made to the Company. Notwithstanding anything to the contrary, this Agreement does not, and shall not be deemed to, constitute a partnership or joint venture between the Parties and neither Party nor any of their respective directors, officers, officials, or employees shall, by virtue of the performance of their obligations under this Agreement, be deemed to be an agent or employee of the other. No Party has the authority to bind the other Party except to the extent approved in writing by the Party to be bound.

5. Insurance. Company shall maintain statutory minimum Worker's Compensation as required by the laws of any jurisdiction in which Services are performed, and commercial general liability insurance covering Company's liabilities hereunder and for injury to persons or damage to property with limits of not less than $2,000,000 per occurrence. Upon Owner's request, Company shall furnish Owner with a certificate of insurance evidencing this coverage.

6. Representations. Company represents and warrants that Company has the full power and authority to enter into and perform under this Agreement; that the execution, delivery and performance of this Agreement has been duly authorized and constitutes a valid and binding agreement of Company; and that the execution, delivery and performance of this Agreement will not result in the breach of, or constitute a default under, or violate any provision of, any agreement or other instrument to which Company is a party to a non-competition agreement or bound by any competitive restrictive covenant concerning or relating to, in any manner, the performance by Company of services similar to the Services to be performed hereunder.

7. Indemnification.

a. Indemnification by Company. The Company shall indemnify the Owner and its officers and employees from and against any claims, actions, and suits resulting from and to the extent of the Company's negligence while performing hereunder. The Company's indemnification obligations hereunder shall be subject to Owner's prompt written notification to the Company adequately describing any third-party claim(s) resulting from the Company's performance hereunder.

b. Indemnification by Owner. The Owner shall indemnify the Company and its officers, directors and employees from and against any claims, actions, and suits resulting from and to the extent of the Owner's negligence. The Owner's indemnification obligations hereunder shall be subject to the Company's prompt written notification to the Owner adequately describing any damages resulting from the Owner's negligence.

8. Assignment of Receivables. The Company reserves the right to assign any outstanding receivables from this Contract to its financial institutions as collateral for any loans or lines of credit.

9. Termination.

a. Right to Terminate. Once all SOWs that have been issued under this Agreement have expired or have been terminated, pursuant to the termination provision(s) in each SOW, either Party may terminate this Agreement by giving ten (10) days' advanced written notice to the other Party.

b. Termination Provisions in SOWs. The termination of each individual SOW shall be governed by the applicable termination provision in each SOW.

10. Intellectual Property. The Owner acknowledges and agrees that (a) all intellectual property rights in the Company's performance, methods and all related know-how are owned by the Company, its licensors, or suppliers; and (b) this Agreement shall not be construed as a license for the Owner to use, deliver, or exploit the intellectual property used by the Company in its performance, except as expressly set forth in this Agreement. To the extent that any new intellectual property or know-how is developed as a result of the Company's performance, the new intellectual property rights will all be owned by the Company, its licensors, or suppliers, and the Owner agrees that it will not make a claim to any such new intellectual property rights.

11. Limitation of Liability.

a. IN NO EVENT WILL THE COMPANY OR ITS RESPECTIVE AFFILIATES, SUBSIDIARIES, OFFICERS, DIRECTORS, OFFICIALS, EMPLOYEES, SUPPLIERS OR AGENTS BE LIABLE FOR ANY LOSS OF REVENUE, PROFITS, OR DATA, OR FOR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES HOWEVER CAUSED AND REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, OR OTHERWISE) WHICH ARISES OUT OF THE COMPANY'S OR ITS SUPPLIERS' PERFORMANCE OR NON-PERFORMANCE UNDER THIS AGREEMENT. THE TOTAL LIABILITY OF THE COMPANY, ITS AFFILIATES, SUBCONTRACTORS, EMPLOYEES, SUPPLIERS AND AGENTS ARISING OUT OF PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE SALE, DELIVERY, STORAGE, INSTALLATION, REPAIR, MODIFICATION OR USE OF THE EQUIPMENT, THE RENDITION OF OTHER SERVICES IN CONNECTION THEREWITH, SHALL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO TWENTY-FIVE PERCENT (25%) OF THE SUM OF ALL FEES PAID BY THE OWNER TO THE COMPANY PURSUANT TO THE TERMS OF ALL SOWs.

b. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, ANY LIABILITY ON THE PART OF THE COMPANY FOR MATTERS RELATED TO OR ARISING FROM CYBER SECURITY (A) SHALL BE LIMITED TO CLAIMS RELATING TO THE HARDWARE AND SOFTWARE WITHIN THE DIRECT CONTROL OF THE COMPANY THAT IS THE DIRECT AND PROXIMATE CAUSE OF ANY LOSSES OR DAMAGE, AND (B) SHALL BE LIMITED TO ONLY THOSE CLAIMS OR PORTIONS OF CLAIMS THAT ARE COVERED BY INSURANCE REQUIRED TO BE MAINTAINED PURSUANT TO THE TERMS OF THIS AGREEMENT OR ANY SOW.

12. Rules of Construction. In construing this Agreement, the following principles shall be followed: (i) no meaning may be inferred from any presumption that one Party had a greater or lesser hand in drafting this Agreement; (ii) examples do not limit, expressly or by implication, the matter they illustrate; (iii) the plural shall be deemed to include the singular and vice versa, as applicable; and (iv) the headings are for convenience only and do not affect the meaning or construction of any such provision. Furthermore, the Parties specifically acknowledge and agree that they have in fact read this Agreement and are fully informed and have full notice and knowledge of the terms, conditions and effects of this Agreement. Each Party further agrees that it will not contest the validity or enforceability of any provision of this Agreement on the basis that it had no notice or knowledge of such provision or that such provision is not conspicuous.

13. Miscellaneous.

a. **Notices**. All notices hereunder shall be in writing and shall be sent by certified mail, return receipt requested, or by overnight courier service, to the address set forth below each Party's signature, or to such other addresses as may be stipulated in writing by the Parties pursuant hereto. Unless otherwise provided, notice shall be effective on the date it is officially recorded as delivered by return receipt or equivalent.

b. Entire Agreement; Amendment. This Agreement supersedes all prior agreements, arrangements, and undertakings between the Parties and constitutes the entire agreement between the Parties relating to the subject matter thereof. This Agreement may not be amended except by written instrument executed by both Parties. The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or enforceability of any other provision of this Agreement.

c. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party. Any attempt to assign this Agreement without the prior written consent of the other Party shall be null and void. A Change in Control of a Party shall not be deemed an assignment of this Agreement. For purposes of this Agreement, "Change in Control" shall mean an event deemed to occur if a person or entity, that is either affiliated or unaffiliated with the Company, acquires more than fifty percent control over the Party's voting securities.

d. Force Majeure. If either Party is prevented from performing any of its duties or obligations hereunder (other than duties or obligations with respect to payment) in a timely manner by reason or act of God or force majeure such as fire; war; earthquake; strike; lock-out; labor dispute; flood; public disaster; pandemic or epidemic event (to include but not limited to COVID-19); interruptions or delays in reasonably available means of transportation; acts of any government or its agencies or officers, or any order, regulation, or ruling thereof; equipment or technical malfunctions or failures; power failures or interruptions; or any other reason beyond its reasonable control, such condition shall be deemed to be a valid excuse for delay of performance or for nonperformance of any such duty or obligation for the period during which such condition(s) exist.

e. Survival of Certain Provisions. The provisions of Sections 10 and 11 of this Agreement shall survive the termination or expiration of this Agreement and continue to bind the Parties and their legal representatives, successors and permitted assigns.

f. No Waiver. The waiver of any breach or failure of a term or condition of this Agreement by any Party shall not be construed as a waiver of any subsequent breach or failure of the same term or condition, or a waiver of any other breach or failure of a term or condition of this Agreement.

g. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same Agreement. The Parties may utilize electronic means (including facsimile and e-mail) to execute and transmit the Agreement and all such electronically executed and/or transmitted copies of the Agreement shall be deemed as valid as originals.

h. Dispute Resolution. In the event a dispute arises among the Parties, the disputing Party shall provide the other Party with written notice of the dispute, and within twenty (20) days after receipt of said notice, the receiving Party shall submit to the other a written response. The notice and response shall include a statement of each Party's position and a

summary of the evidence and arguments supporting its position. Each Party shall designate a high level manager with authority to resolve the dispute to work in good faith with the other Party's designated manager to resolve the dispute; the name and title of said employee shall also be included in the notice and response. The managers shall meet at a mutually acceptable time and place within thirty (30) days of the date of the disputing party's notice and thereafter as they deem reasonably necessary to resolve the dispute. Each Party's costs and expenses attributed to the negotiation or subsequent judicial proceedings shall be borne by such Party.

i. Governing Law and Venue. This Agreement shall be governed by the law of the State of North Carolina; provided, however, that the Company's obligation to comply with applicable laws shall be limited to laws that apply to the Company. All litigation shall occur in North Carolina. Any case in which the amount in controversy is $100,000 or less must be brought in State Court in Pender County, North Carolina.

SIGNATURE PAGE TO FOLLOW

WHEREFORE, for the purpose of being bound, the Parties execute this Agreement by their duly authorized representatives as of the date(s) set forth below.

OWNER	**COMPANY**
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: February 1, 2023

Notice Address for Each Party:

Pender County Utilities	Utility Service Co., Inc.
Attn: _____	Attn: Customer Service Department
_____	535 General Courtney Hodges Boulevard
_____	Post Office Box 1350
_____	Perry, Georgia 31069

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____
Meg Blue, Finance Officer

SCOPE OF WORK NO. 1

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

PENDER COUNTY UTILITIES, NC

WATER TANK MAINTENANCE – 150,000 GALLON ELEVATED - MAPLE HILL TANK

1. **Effective Date.** The Effective Date for this Scope of Work No.1 ("SOW1") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 150,000 gallon water storage tank located at Maple Hill School Road, Maple Hill, NC 28425 (hereinafter "tank"). This SOW1 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW1 will automatically renew for nine (9) successive one-year term unless terminated as defined in Section 10 herein. Following this initial ten (10) year term, the parties may elect to continue this SOW1 for an additional five (5) year term per the fees and scope stated herein. The parties shall elect to this extension in writing, and the extension shall be signed by both parties. For purposes of this SOW1, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW1 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **150,000** gallon water storage tank located at **Maple Hill School Road, Maple Hill, NC 28425** (hereinafter, "the Tank"). This SOW1 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive Renovations, which will include: **an exterior renovation and repairs prior to the end of Contract Year 1. An interior renovation and exterior renovation prior to the end of the Contract Year 11.**
   b. The Company will visually inspect the Tank in Contract Years 2,3,5,6,8,9,12,13 and 15. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. In Contract Years 1,7 and 14, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however,

the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

d. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

e. The Company will provide emergency services and repairs when needed during the term of this SOW1. Reasonable travel time must be allowed for the repair unit to reach the tank site.

f. The Company will clean and repaint the interior and/or exterior of the Tank at such time as specified by Pender County's schedule. Only materials approved for use in potable water tanks will be used on any interior surface area. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

g. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW1. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

h. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW1. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

i. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

j. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

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4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW1. See attached Exhibit A for the fifteen (15) annual fees. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW1.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW1. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW1 without notice. The late fee will be 1.5% per month. Furthermore, if the Owner elects to terminate this contract prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW1.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW1 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW1.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW1, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW1. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable

adjustment of the Annual Fees in this SOW1. Said equitable adjustment of the Annual Fees in this SOW1 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW1 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW1 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW1; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW1 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW1 pursuant to the terms of this Section. This SOW1 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW1 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this contract

prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

11. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW1 exceeds 8% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW1 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 3.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SIGNATURE PAGE TO FOLLOW

The SOW1 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: January 23, 2023

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

EXHIBIT A

Fee Schedule

Year	1	2	3	4	5
Maple Hill Tank	$12,907	$12,907	$12,907	$12,907	$12,907

Year	6	7	8	9	10
Maple Hill Tank	$12,907	$12,907	$12,907	$12,907	$12,907

Year	11	12	13	14	15
Maple Hill Tank	$12,907	$12,907	$12,907	$12,907	$12,907

EXHIBIT B

Cancellation Fee Schedule

Year	1	2	3	4	5
Maple Hill Tank	$41,800	$31,873	$22,051	$11,541	$1,941

Year	6	7	8	9	10
Maple Hill Tank	$0	$0	$0	$0	$0

Year	11	12	13	14	15
Maple Hill Tank	$30,725	$22,038	$13,500	$8,223	$0

SCOPE OF WORK NO. 2

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

PENDER COUNTY UTILITIES, NC

WATER TANK MAINTENANCE – 300,000 GALLON ELEVATED - ROCKY POINT TANK

1. **Effective Date.** The Effective Date for this Scope of Work No.2 ("SOW2") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 300,000 gallon water storage tank located at 14490 NC Highway 210, Rocky Point, NC 28457 (hereinafter "tank"). This SOW2 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW2 will automatically renew for nine (9) successive one-year term unless terminated as defined in Section 10 herein. Following this initial ten (10) year term, the parties may elect to continue this SOW2 for an additional five (5) year term per the fees and scope stated herein. The parties shall elect to this extension in writing, and the extension shall be signed by both parties. For purposes of this SOW2, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW2 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **300,000** gallon water storage tank located at **14490 NC Highway 210, Rocky Point, NC 28457** (hereinafter, "the Tank"). This SOW2 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive Renovations, which will include: **an exterior renovation, an interior renovation and repairs prior to the end of Contract Year 1. An exterior renovation prior to the end of Contract Year 11. An interior renovation prior to the end of Contract Year 15.**
   b. The Company will visually inspect the Tank in Contract Years 2,3,5,6,8,9,12,13 and 14. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. In Contract Years 4,10 and 13, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however,

the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

d. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

e. The Company will provide emergency services and repairs when needed during the term of this SOW2. Reasonable travel time must be allowed for the repair unit to reach the tank site.

f. The Company will clean and repaint the interior and/or exterior of the Tank at such time as specified by Pender County's schedule. Only materials approved for use in potable water tanks will be used on any interior surface area. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

g. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW2. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

h. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW2. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

i. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

j. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

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4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW2. See attached Exhibit A for the fifteen (15) annual fees. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW2.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW2. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW2 without notice. The late fee will be 1.5% per month. Furthermore, if the Owner elects to terminate this contract prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW2.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW2 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW2.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW2, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW2. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable

adjustment of the Annual Fees in this SOW2. Said equitable adjustment of the Annual Fees in this SOW2 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW2 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW2 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW2; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW2 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW2 pursuant to the terms of this Section. This SOW2 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW2 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this contract

prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

11. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW2 exceeds 8% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW2 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 3.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SIGNATURE PAGE TO FOLLOW

The SOW2 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: January 23, 2023

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

EXHIBIT A

Fee Schedule

Year	1	2	3	4	5
Rocky Point Tank	$22,805	$22,805	$22,805	$22,805	$22,805

Year	6	7	8	9	10
Rocky Point Tank	$22,805	$22,805	$22,805	$22,805	$22,805

Year	11	12	13	14	15
Rocky Point Tank	$22,805	$22,805	$22,805	$22,805	$22,805

EXHIBIT B

Cancellation Fee Schedule

Year	1	2	3	4	5
Rocky Point Tank	$105,727	$85,902	$61,183	$49,607	$30,110

Year	6	7	8	9	10
Rocky Point Tank	$10,730	$0	$0	$0	$0

Year	11	12	13	14	15
Rocky Point Tank	$0	$0	$0	$0	$0

SCOPE OF WORK NO. 3

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

PENDER COUNTY UTILITIES, NC

WATER TANK MAINTENANCE – 500,000 GALLON ELEVATED - HIGHWAY 17 TANK

1. **Effective Date.** The Effective Date for this Scope of Work No.3 ("SOW3") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at 17619 US Highway 17, Hampstead, NC 28443 (hereinafter "tank"). This SOW3 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW3 will automatically renew for nine (9) successive one-year term unless terminated as defined in Section 10 herein. Following this initial ten (10) year term, the parties may elect to continue this SOW3 for an additional five (5) year term per the fees and scope stated herein. The parties shall elect to this extension in writing, and the extension shall be signed by both parties. For purposes of this SOW3, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW3 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **500,000** gallon water storage tank located at **17619 US Highway 17, Hampstead, NC 28443** (hereinafter, "the Tank"). This SOW3 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive Renovations, which will include: **an interior renovation and repairs prior to the end of Contract Year 2. An exterior renovation prior to the end of Contract Year 5. An exterior and interior renovation prior to the end of Contract Year 15.**
   b. The Company will visually inspect the Tank in Contract Years 3,4,6,7,8,9,10,12 and 13. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. In Contract Years 1,8 and 14, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however,

the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

d. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

e. The Company will provide emergency services and repairs when needed during the term of this SOW3. Reasonable travel time must be allowed for the repair unit to reach the tank site.

f. The Company will clean and repaint the interior and/or exterior of the Tank at such time as specified by Pender County's schedule. Only materials approved for use in potable water tanks will be used on any interior surface area. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

g. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW3. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

h. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW3. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

i. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

j. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

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4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW3. See attached Exhibit A for the fifteen (15) annual fees. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW3.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW3. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW3 without notice. The late fee will be 1.5% per month. Furthermore, if the Owner elects to terminate this contract prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW3.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW3 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW3.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW3, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW3. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable

adjustment of the Annual Fees in this SOW3. Said equitable adjustment of the Annual Fees in this SOW3 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW3 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW3 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW3; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW3 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW3 pursuant to the terms of this Section. This SOW3 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW3 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this contract

prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

11. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW3 exceeds 8% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW3 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 3.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SIGNATURE PAGE TO FOLLOW

The SOW3 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: January 23, 2023

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

EXHIBIT A

Fee Schedule

Year	1	2	3	4	5
Highway 17 Tank	$27,460	$27,460	$27,460	$27,460	$27,460

Year	6	7	8	9	10
Highway 17 Tank	$27,460	$27,460	$27,460	$27,460	$27,460

Year	11	12	13	14	15
Highway 17 Tank	$27,460	$27,460	$27,460	$27,460	$27,460

EXHIBIT B

Cancellation Fee Schedule

Year	1	2	3	4	5
Highway 17 Tank	$0	$37,700	$13,325	$0	$36,442

Year	6	7	8	9	10
Highway 17 Tank	$12,406	$0	$0	$0	$0

Year	11	12	13	14	15
Highway 17 Tank	$0	$0	$0	$0	$0

SCOPE OF WORK NO. 4

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

PENDER COUNTY UTILITIES, NC

WATER TANK MAINTENANCE – 500,000 GALLON ELEVATED - TOPSAIL TANK

1. **Effective Date.** The Effective Date for this Scope of Work No.4 ("SOW4") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at US Highway 17, Hampstead, NC 28443 (hereinafter "tank"). This SOW4 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW4 will automatically renew for nine (9) successive one-year term unless terminated as defined in Section 10 herein. Following this initial ten (10) year term, the parties may elect to continue this SOW4 for an additional five (5) year term per the fees and scope stated herein. The parties shall elect to this extension in writing, and the extension shall be signed by both parties. For purposes of this SOW4, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW4 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **500,000** gallon water storage tank located at **US Highway 17, Hampstead, NC 28443** (hereinafter, "the Tank"). This SOW4 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive Renovations, which will include: **an exterior renovation and repairs prior to the end of Contract Year 3. An interior renovation prior to the end of Contract Year 8. An exterior renovation prior to the end of Contract Year 13.**
   b. The Company will visually inspect the Tank in Contract Years 2,4,5,6,9,10,11,12,14 and 15. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. In Contract Years 1,7 and 13, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however,

the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

d. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

e. The Company will provide emergency services and repairs when needed during the term of this SOW4. Reasonable travel time must be allowed for the repair unit to reach the tank site.

f. The Company will clean and repaint the interior and/or exterior of the Tank at such time as specified by Pender County's schedule. Only materials approved for use in potable water tanks will be used on any interior surface area. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

g. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW4. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

h. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW4. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

i. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

j. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

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4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW4. See attached Exhibit A for the fifteen (15) annual fees. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW4.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW4. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW4 without notice. The late fee will be 1.5% per month. Furthermore, if the Owner elects to terminate this contract prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW4.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW4 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW4.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW4, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW4. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable

adjustment of the Annual Fees in this SOW4. Said equitable adjustment of the Annual Fees in this SOW4 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW4 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW4 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW4; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW4 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW4 pursuant to the terms of this Section. This SOW4 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW4 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this contract

prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

11. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW4 exceeds 8% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW4 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 3.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SIGNATURE PAGE TO FOLLOW

The SOW4 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: January 23, 2023

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

EXHIBIT A

Fee Schedule

Year	1	2	3	4	5
Topsail Tank	$20,358	$20,358	$20,358	$20,358	$20,358

Year	6	7	8	9	10
Topsail Tank	$20,358	$20,358	$20,358	$20,358	$20,358

Year	11	12	13	14	15
Topsail Tank	$20,358	$20,358	$20,358	$20,358	$20,358

EXHIBIT B

Cancellation Fee Schedule

Year	1	2	3	4	5
Topsail Tank	$0	$0	$27,314	$10,150	$0

Year	6	7	8	9	10
Topsail Tank	$0	$0	$48,440	$31,883	$15,460

Year	11	12	13	14	15
Topsail Tank	$0	$0	$31,704	$15,774	$0

SCOPE OF WORK NO. 5

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

PENDER COUNTY UTILITIES, NC

WATER TANK MAINTENANCE – 500,000 GALLON ELEVATED – MALPASS CORNER ROAD TANK

1. **Effective Date.** The Effective Date for this Scope of Work No.5 ("SOW5") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 500,000 gallon water storage tank located at 4992 Malpass Corner Road, Burgaw, NC 28425 (hereinafter "tank"). This SOW5 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW5 will automatically renew for nine (9) successive one-year term unless terminated as defined in Section 10 herein. Following this initial ten (10) year term, the parties may elect to continue this SOW5 for an additional five (5) year term per the fees and scope stated herein. The parties shall elect to this extension in writing, and the extension shall be signed by both parties. For purposes of this SOW5, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW5 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **500,000** gallon water storage tank located at **4992 Malpass Corner Road, Burgaw, NC 28425** (hereinafter, "the Tank"). This SOW5 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive Renovations, which will include: **an exterior renovation prior to the end of Contract Year 7. An interior renovation prior to the end of Contract Year 13.**
   b. The Company will visually inspect the Tank in Contract Years 2,3,4,5,6,8,9,10,11,14 and 15. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. In Contract Years 1,7 and 12, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however,

the Owner is responsible for draining and filling the Tank and conducting any required testing of the water before returning the Tank to service.

d. **Chemical Clean Service**.

1. During the washout/inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

e. The Company will provide emergency services and repairs when needed during the term of this SOW5. Reasonable travel time must be allowed for the repair unit to reach the tank site.

f. The Company will clean and repaint the interior and/or exterior of the Tank at such time as specified by Pender County's schedule. Only materials approved for use in potable water tanks will be used on any interior surface area. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When interior or exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

g. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW5. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

h. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW5. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

i. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

j. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

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4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW5. See attached Exhibit A for the fifteen (15) annual fees. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW5.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW5. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW5 without notice. The late fee will be 1.5% per month. Furthermore, if the Owner elects to terminate this contract prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW5.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW5 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW5.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW5, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW5. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable

adjustment of the Annual Fees in this SOW5. Said equitable adjustment of the Annual Fees in this SOW5 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW5 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW5 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW5; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW5 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW5 pursuant to the terms of this Section. This SOW5 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW5 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this contract

prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

11. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW5 exceeds 8% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW5 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 3.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SIGNATURE PAGE TO FOLLOW

The SOW5 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: January 23, 2023

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

EXHIBIT A

Fee Schedule

Year	1	2	3	4	5
Malpass Corner Tank	$17,732	$17,732	$17,732	$17,732	$17,732

Year	6	7	8	9	10
Malpass Corner Tank	$17,732	$17,732	$17,732	$17,732	$17,732

Year	11	12	13	14	15
Malpass Corner Tank	$17,732	$17,732	$17,732	$17,732	$17,732

EXHIBIT B

Cancellation Fee Schedule

Year	1	2	3	4	5
Malpass Corner Tank	$0	$0	$0	$0	$0

Year	6	7	8	9	10
Malpass Corner Tank	$0	$0	$0	$0	$0

Year	11	12	13	14	15
Malpass Corner Tank	$0	$0	$26,453	$13,148	$0

SCOPE OF WORK NO. 6

TO THE MASTER SERVICES AGREEMENT BETWEEN

UTILITY SERVICE CO., INC.

AND

PENDER COUNTY UTILITIES, NC

WATER TANK MAINTENANCE – 200,000 GALLON GROUND – HWY 210 TANK

1. **Effective Date.** The Effective Date for this Scope of Work No.6 ("SOW6") shall be _____, 20_____ .

2. **Term.** The Owner agrees to engage the Company to provide the professional service needed to maintain its 200,000 gallon water storage tank located at 7390 NC HWY 210, Rocky Point, NC 28457 (hereinafter "tank"). This SOW6 shall commence on the Effective Date and shall continue in full force and effect for one year. This SOW6 will automatically renew for nine (9) successive one-year term unless terminated as defined in Section 10 herein. Following this initial ten (10) year term, the parties may elect to continue this SOW6 for an additional five (5) year term per the fees and scope stated herein. The parties shall elect to this extension in writing, and the extension shall be signed by both parties. For purposes of this SOW6, "Contract Year" shall mean the 12-month period which commences on the first day of the month when the SOW6 is executed by the Owner and each successive 12-month period thereafter (hereinafter, "Contract Year" or collectively, "Contract Years").

3. **Company's Engagement and Responsibilities.** The Owner agrees to engage the Company to provide the professional services needed to maintain its **200,000** gallon water storage tank located at **7390 NC HWY 210, Rocky Point, NC 28457** (hereinafter, "the Tank"). This SOW6 outlines the Company's responsibility for the upfront renovation (hereinafter, the "Upfront Renovation") of the Tank and the care and maintenance of the Tank thereafter. The services (collectively, "the Services") that the Company will provide include the following:

   a. The Tank shall receive Renovations, which will include: **an exterior renovation and repairs prior to the end of Contract Year 4. An exterior renovation prior to the end of the Contract Year 12.**
   b. The Company will visually inspect the Tank annually. The Tank will be inspected to ensure that the structure is in a sound, watertight condition. The Company will provide a written inspection report to the Owner following each inspection.
   c. In Contract Years 1,4,7,10, and 13, after the Tank is drained by the Owner, the Company will clean the interior of the Tank and perform a condition assessment on the Tank (hereinafter "Washout Inspection"). During each Washout Inspection, the Tank will be cleaned to remove all mud, silt, and other accumulations from the interior of the Tank. After a Washout Inspection is completed, the interior of the Tank will be thoroughly inspected and disinfected prior to returning the Tank to service; however, the Owner is responsible for draining and filling the

Tank and conducting any required testing of the water before returning the Tank to service.

d. **Chemical Clean Service**.

1. During the washout inspections, the Company will apply an NSF 60 approved chemical cleaning agent to the interior walls and floor surfaces of the Tank to treat mineral build-up and bio-film that form on the interior tank surfaces.

e. The Company will provide emergency services and repairs when needed during the term of this SOW6. Reasonable travel time must be allowed for the repair unit to reach the tank site.

f. The Company will clean and repaint the exterior of the Tank at such time as specified by Pender County's schedule. At the time that the exterior is scheduled for repainting, the Company agrees to paint the Tank with a coating that is the same color as the existing coating and to select a coating system which best suits the site conditions, environment, and general location of the Tank. When exterior painting of the Tank is needed, all products and procedures as to coating systems will be equal to or exceed the requirements of the **State of North Carolina** and the American Water Works Association's D102 standard in effect as of the Effective Date (defined hereinafter).

g. The Company will install a lock on the roof hatch of the Tank; however, the provision of such lock does not guarantee the Tank's security during the term of the SOW6. For the avoidance of doubt, security of the Tank and the site where the Tank is located (hereinafter, "Tank Site") are the responsibility of the Owner.

h. In the event of an emergency involving the Tank, the Owner shall provide written notice of such emergency to the Company via its email hotline at the following address: us.vna.usgcustomerservice.all.mailbox@veolia.com. The Company will provide emergency services for the Tank, when needed, to perform all repairs covered under this SOW6. Reasonable travel time must be allowed for the repair unit to reach the Tank Site.

i. When the Tank is taken out of service, the Company will furnish pressure relief valves, if requested by the Owner, so that the Owner can install the valves in its water system while the Tank is being serviced. The Owner assumes all risk and liability for the installation and use of the pressure relief valves.

j. The Company will furnish the Owner with current certificates of insurance, which will summarize the Company's insurance coverage.

REMAINDER OF PAGE LEFT INTENTIONALLY BLANK

4. **Price/Annual Fees.** For the performance of the Services required by Section 3, the Owner shall pay the Company an Annual Fee (hereinafter, "Annual Fee") for each Contract Year of the SOW6. See attached Exhibit A for the fifteen (15) annual fees. All applicable taxes are the responsibility of the Owner and are in addition to the stated costs and fees in this SOW6.

5. **Payment Terms.** The Annual Fee for Contract **Year 1,** plus all applicable taxes, shall be due and payable **within ninety (90) days of the Owner's execution of the SOW6. Each subsequent Annual Fee, plus all applicable taxes, shall be due and payable on the first day of each Contract Year thereafter.** If the Annual Fee, plus all applicable taxes, are not paid within ninety (90) days of the date of invoice, the Company may charge the Owner a late fee on unpaid balances and may also terminate or suspend Services under this SOW6 without notice. The late fee will be 1.5% per month. Furthermore, if the Owner elects to terminate this contract prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

6. **Changes or Delays to Services. For purposes of this Section 6, "Unreasonable Delay" shall mean the Owner's delay in releasing the Tank or making the Tank available to the Company for the performance of any of the Services described herein for a period of twenty-four (24) months following the Company's written request for release or access to the Tank.** In the event of Unreasonable Delay, the Company reserves the right to recover its reasonable costs related to the Unreasonable Delay, and the Owner agrees to negotiate with the Company in good faith to determine the amount of its reasonable costs caused by such Unreasonable Delay. Furthermore, the Owner hereby agrees that the Company can replace a Washout Inspection of the Tank with a visual inspection, remotely operated vehicle inspection ("ROV Inspection"), or unmanned aerial vehicle inspection ("UAV Inspection") without requiring the modification of this SOW6.

7. Structure of Tank and Tank Site Conditions. The Company is accepting this Tank to maintain pursuant to the requirements of this SOW6 based upon its existing structure and components as of the Effective Date (defined hereinafter). ***Any modifications to the Tank, including antenna installations, shall be approved by the Company, prior to installation and may warrant an increase in the Annual Fees.*** In addition, changes in the condition of the Tank Site and/or any adjoining properties (e.g., construction of a mall next to the Tank Site which significantly increases the risk of overspray claims, etc.) following the Effective Date, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW6.

8. **Environmental, Health, Safety, Labor, or Industry Requirements.** The Owner hereby agrees that the promulgation of, enactment of, or modification to any environmental, health, safety, or labor laws, regulations, orders, or ordinances (e.g., EPA or OSHA regulations or standards) following the Effective Date of this SOW6, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable adjustment of the Annual Fees in this SOW6. Furthermore, modifications to industry requirement(s) including, but not limited to, standard(s) or other guidance documents issued by the American Water Works Association, National Sanitary Foundation, and the Association for Materials Protection and Performance, which cause an increase in the cost of the maintenance of the Tank, will be just cause for an equitable

adjustment of the Annual Fees in this SOW6. Said equitable adjustment of the Annual Fees in this SOW6 will reasonably reflect the increased cost of the Services with newly negotiated Annual Fee(s).

The Parties agree that the Company's Annual Fees are based on the Owner's representation that the work to be performed under this SOW6 are not subject to prevailing wage requirements. The Owner agrees to notify the Company immediately, if the Company's work is (or will become) subject to prevailing wage requirements, so that the Company may submit revised amounts for Annual Fees.

9. **Excluded Items.** This SOW6 does NOT include the cost for and/or liability on the part of the Company for: (i) containment of the Tank at any time during the term of the SOW6; (ii) disposal of any hazardous waste materials; (iii) resolution of operational problems or structural damage due to cold weather; (iv) repair of structural damage due to antenna installations or other attachments for which the Tank was not originally designed; (v) resolution of operational problems or repair of structural damage or site damage caused by physical conditions below the surface of the ground; (vi) negligent acts of Owner's employees, agents or contractors; (vii) damages, whether foreseen or unforeseen, caused by the Owner's use of pressure relief valves; (viii) repairs to the foundation of the Tank; (ix) any latent defects or inaccessible areas of the Tank or its components (including, but not limited to, (a) corrosion from the underside of the floor plates, and (b) inaccessible areas of the Tank such as the area between the bottom of the roof plate and the top of the roof rafter); (x) the maintenance, repair or replacement of any electrical components (to include any lighting, such as aviation lights); (xi) the maintenance, repair or replacement of fill lines, insulation, and/or frost jackets; (xii) the maintenance, repair, or replacement of piping of any kind below ground level; and (xiii) other conditions which are beyond the Owner's and Company's control, including, but not limited to: acts of God and acts of terrorism. Acts of God include, but are not limited to, any damage to the Tank or Tank Site which is caused by seismic activity, hurricanes, and/or tornadoes. Acts of terrorism include, but are not limited to, any damage to the Tank or Tank Site which results from an unauthorized entry of any kind to the Tank or Tank Site.

10. **Termination. This SOW6 is an annual contract that shall automatically renew on an annual basis for successive Contract Years so long as:** (i) the Owner pays each Annual Fee to the Company in accordance with the terms herein and (ii) does not terminate the SOW6 pursuant to the terms of this Section. This SOW6 is subject to termination by the Owner only at the end of the then-current Contract Year if written notice of intent to terminate is received by the Company at least ninety (90) days prior to the first day of the upcoming Contract Year. If the notice of intent to terminate is not received at least ninety (90) days prior to the first day of the upcoming Contract Year, this SOW6 shall renew for an additional Contract Year and expire at the end of the upcoming Contract Year. In such an event, the Owner agrees that it shall be responsible to pay the Annual Fee for the upcoming Contract Year. The notice of intent to terminate must be sent by certified mail, with return receipt requested, to Utility Service Co., Inc., Attention: Customer Service, Post Office Box 1350, Perry, Georgia 31069, and signed by three (3) authorized voting officials of the Owner's governing body (e.g., commission or council). Notice of intent to terminate cannot be delivered electronically or verbally (e.g., email, text, phone call, etc.). The Owner acknowledges and agrees that the Company has advanced Services to the Owner, and the Company has not received full payment for the Services previously performed. Therefore, if the Owner elects to terminate this contract

prior to remitting the fifteen (15) annual fees, the balance for work completed as defined in the attached Exhibit B – Cancellation Fee Schedule, shall be due and payable within thirty (30) days of the Company's receipt of the Owner's Notice to Terminate.

11. **Excessive Inflation.** In the event that the aggregate of the Annual Inflation Rates (defined hereinbelow) established for two (2) consecutive calendar years during the term of this SOW6 exceeds 8% in total, the Owner and the Company agree to renegotiate the Annual Fees and increase the Annual Fees throughout the remaining term of this SOW6 to compensate the Company for the excessive inflation. For purposes of this provision, the Annual Inflation Rate for each calendar year shall be established by the *Engineering News Report – Construction Cost Index ("ENR-CCI").* In the event that the ENR-CCI index is discontinued, the Owner and the Company will negotiate and agree to an alternative index or methodology to address the excessive inflation. For illustrative purposes, if a SOW is executed in 2022, the first equitable adjustment could not be made until both the 2023 inflation rate and the 2024 inflation rate have been established. If the annual inflation rates for 2023 and 2024 are 5.0% and 3.1%, respectively, the Owner and the Company agree to renegotiate the current year's Annual Fee as well as the remaining Annual Fees for the remainder of the term of the SOW to address the excessive inflation.

SIGNATURE PAGE TO FOLLOW

The SOW6 is executed and effective as of the date last signed by the parties below.

OWNER	COMPANY
Pender County Utilities	Utility Service Co., Inc.
By: _____	By: _____
Name: _____	Name: Jonathan Cato
Title: _____	Title: Chief Operating Officer
Date: _____	Date: January 23, 2023

E-VERIFY REQUIREMENTS – As a condition for payment under this Agreement, Vendor shall: (i) comply with N.C. Gen. Stat. Sections 64-25 et seq. (the "EVerify Requirements"); and (ii) cause each subcontractor hereunder to comply with such requirements. Vendor will indemnify and save harmless the County from all losses, damages, fees, costs, expenses, fines, and other liabilities resulting from any failure by Vendor or any subcontractor to comply with the E-Verify Requirements.

PRE-AUDIT STATEMENT:

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the _____ day of _____, 2023.

_____

Meg Blue, Finance Officer

EXHIBIT A

Fee Schedule

Year	1	2	3	4	5
HWY 210 Tank	$5,623	$5,623	$5,623	$5,623	$5,623

Year	6	7	8	9	10
HWY 210 Tank	$5,623	$5,623	$5,623	$5,623	$5,623

Year	11	12	13	14	15
HWY 210 Tank	$5,623	$5,623	$5,623	$5,623	$5,623

EXHIBIT B

Cancellation Fee Schedule

Year	1	2	3	4	5
Malpass Corner Tank	$161	$0	$0	$6,966	$2,583

Year	6	7	8	9	10
Malpass Corner Tank	$0	$0	$0	$0	$0

Year	11	12	13	14	15
Malpass Corner Tank	$0	$4,635	$7,793	$3,866	$0

Pender County
Request for Board Action

TO:	Board of County Commissioners
FROM:	Kenneth Keel
DATE:	February 21, 2023
SUBJECT:	Approval of Purchase Order Increase for Tire Recycling & Disposal Services with Central Carolina Holdings, LLC

SUMMARY:
The Board approved a purchase order for FY23 and new 5-year contract with Central Carolina Holdings, LLC on June 20, 2022. The new contract included a significant increase in freight charges due to fuel cost escalations and other related cost increases. As a result, staff was unable to accurately forecast our costs for tire disposal over the entire fiscal year. Now that we are beyond the half-way point of the year, we see that we will need additional funds for this service to complete the fiscal year. The original PO was approved for $110,000.

Existing PO# 50 needs an additional $55,000 added to ensure that we can continue tire disposal services through the end of FY23.

Currently budgeted funds are available to increase purchase order #50 from its original funding account (75-404500).

ACTION REQUESTED:
Approve increase of $55,000 to purchase order #50 for tire disposal services

Pender County
Approval of Budget Amendment and related transfers for the SCIF Grant Projects

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	February 21, 2023
SUBJECT:	Approval of Budget Amendment and related transfers for the SCIF Grant Projects

SUMMARY:
Pender County received a State Construction and Infrastructure Fund (SCIF) Grant from the General Assembly in the amount of $250,000.00 for courthouse renovations and repairs. This was previously accepted, and the Budget Ordinance Amendment (BOA) approved by the BOCC to establish the project code for this work. In December, the contract for the related renovation and repair work was awarded.

This agenda item is to review and approve the revisions of the budget and related transfers needed for final reporting for the Courthouse Renovation project to include the SCIF Grant, both for the Courthouse and for the Emergency Management portion - and note for the record that the Award made in December was to Newcomb & Company allocated to the following accounts in the following amounts:

60-407400-6503	$176,278.34
60-407400-6501	$ 44,736.66
	$ 221,015.00

ACTION REQUESTED:
Approval of Budget Amendment and related transfers for the SCIF Grant Projects

Monday, February 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

Division, Program, Project, etc. SCIF Grant

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-320017-6501		-314,809.72
2	60-397010-6501		-656,060.93
3	60-397000-6501		970,870.65
4	695-399000		40,736.28
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404500-6501		-45,080.67
2	60-407400-6501		45,080.67
3	695-409010		40,736.28
4			
5			
6			
7			
8			
9			
10			

Total Revenues 40736.28

Total Expenditures 40736.28

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
Approval of Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers for the DHHS Building Project

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	February 21, 2023
SUBJECT:	Approval of Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers for the DHHS Building Project

SUMMARY:
The Department of Health and Human Services Building, to house Health and Social Services, is underway. The RFQ for this design-build project was previously awarded to Bobbitt Construction. After working with the Contractor and USDA, we are establishing this project budget and funding sources according to the attached Capital Project Ordinance, along with the initial transfer to fund the Architectural and Engineering Design work form the Health Department restricted portion of the General Fund Balance. The Reimbursement Resolution will allow the County to reimburse initial costs from related loan proceeds.

We will also provide a plan for this project to include timeline and milestone approval requirements.

ACTION REQUESTED:
Approval of Reimbursement Resolution, Capital Project Ordinance, Budget Amendment and related transfers for the DHHS Building Project

Reimbursement Resolution for Human Services Building Project -- authorizing the County to reimburse itself for early Project expenditures from later financing proceeds

Introduction --

The County intends to undertake a Project (as described below), use its own funds to pay initial Project costs, and then reimburse itself from financing proceeds for some or all of these early expenditures. The Manager and the Finance Officer have advised the Board that it should adopt this resolution to document the County's plans for reimbursement, so as to comply with certain federal tax rules relating to reimbursement from financing proceeds.

BE IT RESOLVED by the Board of Commissioners of Pender County, North Carolina, as follows:

1. The Project is the construction and equipping of a new human services building.

2. The County intends to advance funds for initial Project costs, and then reimburse itself from financing proceeds for some or all of those initial expenditures. The expected primary type of financing for the Project (which is subject to change) is installment financing under Section 160A-20. The County expects that the United States Department of Agriculture – Rural Development will provide the permanent financing for the Project. The expected maximum amount of financing expected for the Project (including allowances for reserves and financing costs) is up to $30,000,000.

3. Funds for the early Project expenditures may come from the County's General Fund or any other appropriate County fund.

4. The County intends for the adoption of this resolution to be a declaration of its official intent to reimburse itself from financing proceeds for Project cost expenditures.

* * * * * * * * * * * * * * * * *

I certify as follows: that the foregoing resolution was properly adopted at a meeting of the Board of Commissioners of Pender County, North Carolina; that this

meeting was properly called and held on February 21, 2023; that a quorum was present and acting throughout this meeting; and that this resolution has not been modified or amended, and remains in full effect as of today.

Dated this _____ day of _____, 2023.

[SEAL]

_____
Clerk, Board of Commissioners
Pender County, North Carolina

CAPITAL PROJECT BUDGET ORDINANCE
PENDER COUNTY DEPARTMENT OF HEALTH
AND HUMAN SERVICES BUILDING

WHEREAS, the Board of Pender County Commissioners desire to adopt a capital project budget ordinance pursuant to and as provided by NCGS 159- 13.2; and

WHEREAS, the Board of Pender County Commissioners desire to construct a facility to house the Department of Health and Human Services to provide access to facilities for use by the citizens Pender County.

NOW, THEREFORE, BE IT ORDAINED, by the Board of Pender County Commissioners, as follows:

SECTION 1: The amounts herein set forth are hereby appropriated for the expenses related to the project:

Design	$ 3,000,000.00
Construction	$25,400,000.00
TOTAL PROJECT COST	**$28,400,000.00**

SECTION 2: The amounts herein set forth are hereby designated as the funding to be made available for the project to meet the foregoing appropriations:

USDA Loan Proceeds	$25,400,000.00
Transfer from General Fund – Health Restricted	$ 3,000,000.00
TOTAL PROJECT FUNDING	**$28,400,000.00**

SECTION 3: Authorized activities for the DHHS Building Project include the expenditure of budgeted funds for site development, design, and construction. The officials of Pender County are hereby directed to proceed with the project within the terms of the budget contained herein,

SECTION 4: The Finance Director is hereby directed to maintain within the Capital Project Fund sufficient detailed accounting records to provide the accounting of federal, state and local regulations.

SECTION 5: Funds may be advanced from the General Fund for the purpose of making payments as due.

SECTION 6: Copies of this ordinance shall be filed with the Finance Director and the Clerk to the Board of Commissioners to be kept by them for their direction in carrying out this project.

This ordinance was introduced and passed at this meeting of the Board of Pender County Commissioners and was adopted this the ____ day of _____, 2023.

_____
Jacqueline Newton, Chair

ATTEST:

_____
Clerk to the Board, Pender County

RESOLUTION

NOW, THEREFORE BE IT RESOLVED by the Board of Pender County Commissioners:

that the Capital Project Budget Ordinance for the DHHS Building to document the proposed project expenditures and funding in the amount of $28,400,000.00 is approved and adopted.

The Chair/County Manager is authorized to execute any document necessary to implement this resolution.

AMENDMENTS:

MOVED_____ SECONDED_____

APPROVED_____ DENIED_____UNANIMOUS

YEA VOTES: Newton ___ Hardee-Fletcher ___ Groves ___ McCoy ___ Tate ___

_____ _____
Jacqueline Newton, Chair Date

ATTEST:

_____ _____
Clerk to the Board, Pender County Date

Monday, February 6, 2023

Pender County Budget Ordinance Amendment

Fiscal Year FY 2022-2023

Department VARIOUS

Division, Program, Project, etc. DHHS Building Project

REVENUES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-335200-6094	USDA Loan	25,400,000
2	60-397000-6094	Contribution from GF	3,000,000
3			
4	11-241800	Health Escrow	3,000,000
5			
6			
7			
8			
9			
10			

Proposed Amendment:

EXPENDITURES

	Account # (ORG-OBJECT)	Account Description	Amount
1	60-404505-6094	Contracted Services - Engineer	3,000,000
2	60-407460-6094	Construction	25,400,000
3			
4	900-409060	Transfer to CIP	3,000,000
5			
6			
7			
8			
9			
10			

Total Revenues 31400000

Total Expenditures 31400000

Budget Amendment Balances when Zero. 0

Prepared By: Meg Blue

Email mblue@pendercountync.gov

Pender County
Approval of Contract and Purchase order for FY2023 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A.

TO:	Board of County Commissioners
FROM:	Meg Blue
DATE:	February 21, 2023
SUBJECT:	Approval of Contract and Purchase order for FY2023 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A.

SUMMARY:
In FY 2021, County Finance put out a Request for Proposal to audit firms that perform County audits in the State of North Carolina. Staff is recommended a very reputable firm in the North Carolina Governmental auditing industry - Martin Starnes & Associates, CPA, P.A. They perform almost a quarter of County audits in North Carolina and have a very respected reputation with the NC Local Government Commission.

Since then, many of the firms that were performing this work have removed themselves from the pool of available governmental auditors. At a recent regional meeting of Finance personnel from surrounding local governments, one of the main topics of conversation was finding and keeping a good qualified audit firm, mentioning Martin Starnes & Associates by name. We are pleased to continue our relationship with them per our initial RFP/Contract, appreciate their efforts in keeping things on track to complete the audit earlier than in many recent years, and look forward to more progress together in the future.

This contract is for Martin Starnes & Associates, CPAs, P.A. to complete the FY2023 audit. This expense is budgeted annually in 660-404501.

ACTION REQUESTED:
Approval of Contract and Purchase order for FY2023 Audit to recommended firm - Martin Starnes & Associates, CPA, P.A.

Pender County
Appointment to Nursing Adult Care Homes Board

TO:	BOCC
FROM:	Nancy Avery
DATE:	February 21, 2023
SUBJECT:	Appointment to Nursing Adult Care Homes Board

SUMMARY:
There is one vacancy on the Nursing Adult Care Homes Board. The primary purpose of the Board is to maintain the intent of the Nursing/Adult Care Homes Resident Bill of Rights within nursing homes and adult care homes and to promote community involvement and cooperation with such homes to ensure quality of care for older adults. The advisory committee is comprised of citizens of the County appointed by the Board of Commissioners in accordance with North Carolina G.S. 131D-31.

Ms. Williford submitted an application to serve on the Pender County Nursing /Adult Care Homes. She lives in District 3.

ACTION REQUESTED:
Appoint Ms. Williford to the Pender County Nursing/ Adult Care Homes Board

Nancy Avery

From: Jotform <noreply@jotform.com>
Sent: Friday, January 20, 2023 9:56 AM
To: County Manager; Nancy Avery
Subject: [External]Re: Application for Appointment to Boards / Commissions / Committees
Attachments: 550035752921641431 7-Application-for-Appointment-to-Boards-Commissions-Committees.pdf

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

Application for Appointment to Boards / Commissions / Committees

Date	01-20-2023
Name	Susan H Williford
Physical Address	461Turkey Creek Rd, Rocky Point, NC, 28457
Mailing Address	461Turkey Creek Rd, Rocky Point, NC, 28457
Primary Email Address	susanwilliford1954@gmail.com
Home Number	(919) 219-2659
Board Interest(s)	Nursing adult home advisory committee
How many years have you been a resident of Pender County?	4
High School Name	Millbrook
High School Location	Raleigh , NC
Dates Attended High School (From)	1968

Dates Attended High School (TO)	1972
Certificate/Diploma/Degree	Diploma
High School Name	Rocky Point, NC
College Location	Rocky Point, NC
Other Location	Rocky Point, NC
Certificate/Diploma/Degree	Diploma
Current Employer	Retired
Current Job Title	Retired
Current Job Responsibilities	None
Previous Employer	Hwy 55
Previous Job Title	Server
Previous Employer	Chick fila
Previous Job Title	Server
Please list current and past membership in civic or other organizations and offices held:	I am helping with Pender Christian Services in Burgaw
State reasons why you feel qualified for this appointment(s):	I feel the need to help making sure we are treated well
What branch of military did you serve?	None
Please add any additional information you would like to share supporting your interest and qualifications for this appointment.	I love people

Pender County
Appointments to Parks and Recreation Advisory Board

TO:	BOCC
FROM:	Nancy Avery
DATE:	February 21, 2023
SUBJECT:	Appointments to Parks and Recreation Advisory Board

SUMMARY:
There are two vacancies on the Parks and Recreation Advisory Board. The purpose of the Board is to enhance the quality of life by developing, establishing and maintaining park facilities and recreation programs to serve the people of Pender County.

Two applications were received:

- Tandra Shepard Henderson - District 5 - first three-year term as an at large member.
- Brandi Odom - District 3 - for a second three-year term representing District 3.

ACTION REQUESTED:
Appoint Tandra Shepard Henderson and Brandi Odom to the Parks and Recreation Advisory Board.

PENDER COUNTY
Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name Shepard Henderson				First Tandra		M.I.	Date 1-13-2023	
Physical Address 235 Lee Rd						Apartment/Unit #		
City Maple Hill				State NC		ZIP 28454		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone			Work Phone 252-430-9611			E-mail Address 1 tandrashenderson@gmail.com		
Fax Number						E-mail Address 2 tandra.shepard.henderson@nccourts.org		
Board Interest(s) Recreation Advisory Board,								
How long have you been a resident of Pender County? 21 years								

EDUCATION							
High School Pender High School					Location Burgaw NC		
From	1987	To	1991	Did you graduate?	YES ✓	NO	
College	Elizabeth City State University				Location Elizabeth City State Unviersity		
From	1991	To	1995	Did you graduate?	YES ✓	NO	Degree BS Psychology
Other					Location		
From		To		Did you graduate?	YES	NO	Degree

EMPLOYMENT HISTORY		
Current Employment	Administrative Offices of the Courts	Job Title Magistrate
Responsibilities	Magistrates perform numerous duties in both civil and criminal proceedings	
Previous Employment	Dept. of Defense	Job Title Education Ed.
Previous Employment	New Hanover County Schools	Job Title Behavior Interventionist
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Maple Hill Civic Club-Member
Juvenile Crime Prevention Council- Voting Community Member

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☐ NO ☐ If yes, explain (including length of service).
Vance County Human Relations Commission 1 year

State reasons why you feel qualified for this appointment(s):
I am an advocate for youth and citizens to have local civic minded and leisure activities readily available for their use. I have over 10 years of experience working with families to find positive resources to participate in. I understand the needs of my community. I want to be involved in determining programming and activities for my neighbors and friends.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☐ NO ☑ If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.
I worked for Henderson Vance Parks and Recreation-Youth Services as a Program Supervisor, Full time and part time for over 10 years. I provided guided growth programming for adjudicated youth.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Tandra Shepard Henderson	Date	1-13-2023

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name Odom				First Brandi		M.I. M	Date 02/06/2023	
Physical Address 4316 Little Kelly Road						Apartment/Unit #		
City Rocky Point				State NC		ZIP 28457		
Mailing Address (if different from above)								
City				State		ZIP		
Home Phone 910-617-6208				Work Phone 910-524-1271		E-mail Address 1 brandimodom@gmail.com		
Fax Number						E-mail Address 2 brandi.odom1@ge.com		
Board Interest(s) Parks & Recreation								
How long have you been a resident of Pender County? 17 years								
EDUCATION								
High School E A Laney					Location Wilmington, NC			
From	1997	To	1997	Did you graduate?	YES ☑	NO ☐		
College	UNC				Location Wilmington			
From		To	2018	Did you graduate?	YES ■	NO ☐	Degree BSW and MBA	
Other					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	
EMPLOYMENT HISTORY								
Current Employment	GE HealthCare				Job Title Regional Category Leader			
Responsibilities	US Sourcing - HR & Labor Services							
Previous Employment	GE Nuclear				Job Title Sourcing			
Previous Employment					Job Title			
Previous Employment					Job Title			
COMMUNITY INVOLVEMENT								
Please list current and past membership in civic or other organizations and offices held:								

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☑	☐	Pender County Parks & Rec

State reasons why you feel qualified for this appointment(s):

I've spent years working with local youth athletic organizations, from soccer to softball and baseball. I have young children and want to ensure that the needs of our area are not only heard, but met whenever possible. I am passionate about the Parks & Rec mission and wish to help my community.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
☐	☑	

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	☑	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Brandi M. Odom	February 6, 2023

Submit Form by Email

Pender County
Board of Equalization and Review appointments

TO:	BOCC
FROM:	Nancy Avery
DATE:	February 21, 2023
SUBJECT:	Board of Equalization and Review appointments

SUMMARY:
The Board of Equalization and Review has four vacancies. The main purpose of the Board is to hear taxpayer appeals. Applications received are:

- Chip Garman - District 1 - new appointment
- Kathleen Sumner - District 1 - new appointment
- Larry Bolick lives -District 5 - new appointment
- Leslie Green - District 5 - re-appointment for 2nd term

ACTION REQUESTED:
Appoint Chip Garman, Kathleen Sumner and Larry Bolick and re-appoint Leslie Green to the Board of Equalization and Review.

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION								
Last Name Garman Jr.			First Jack (Chip)			M.I. D	Date 11/8/22	
Physical Address 67 Seafaring Lane						Apartment/Unit #		
City Hampstead			State NC			ZIP 28443		
Mailing Address (if different from above)								
City			State			ZIP		
Home Phone 910-520-6505			Work Phone			E-mail Address 1 beachpop54@gmail.com		
Fax Number						E-mail Address 2		
Board Interest(s) Board of review and equalization								
How long have you been a resident of Pender County? 11 years								
EDUCATION								
High School					Location			
From		To		Did you graduate?	YES ☐	NO ☐		
College	Florida State University				Location Tallahassee, FL			
From	1973	To	1977	Did you graduate?	YES ☑	NO ☐	Degree BS Marketing	
Other					Location			
From		To		Did you graduate?	YES ☐	NO ☐	Degree	

EMPLOYMENT HISTORY		
Current Employment	Retired	Job Title
Responsibilities		
Previous Employment	Syngenta Crop Protection	Job Title Key Acct. Manager /Generic defense Manager
Previous Employment		Job Title
Previous Employment		Job Title

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Volunteer Firefighter/First Responder City of Alpharetta, GA

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?		
YES ☐	NO ☑	If yes, explain (including length of service).

State reasons why you feel qualified for this appointment(s):

Managed commercial sales volumes in excess of $750M/year. P&L responsibilities $450M/yr. I understand committee dynamics and drive for consensus, not division. I understand the need for Pender County to manage explosive growth effectively with strong fiscal responsibility. I bring a unique set of managerial and personal relationship skills that can be effectively used for service to the residents of Pender County. I am fiscally conservative and am debt adverse unless a clear line of sight can be seen for debt retirement. I strongly believe that all taxpayers have a fundamental right to transparency with clear explanations regarding how and why decisions are made and implemented.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?		
YES ☐	NO ☑	If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?		
YES ☐	NO ☑	If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Chip Garman	Date	11/8/22

Submit Form by Email

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION			
Last Name: SUMNER	First: KATHLEEN	M.I.: G	Date: 11.11.22
Physical Address: 204B North Boca Bay Lane		Apartment/Unit #:	
City: Surf City	State: NC	ZIP: 28445	
Mailing Address (if different from above):			
City:	State:	ZIP:	
Home Phone: 336-601-4116 (cell)	Work Phone:	E-mail Address 1: sumnerlaw@aol.com	
Fax Number: 336-294-9144		E-mail Address 2:	
Board Interest(s): Special Board of Equalization & Review			
How long have you been a resident of Pender County? Since March 2017			

EDUCATION								
High School: Arcadia High School					Location: Arcadia, California			
From		To		Did you graduate?	YES [x]	NO [ ]		
College: San Diego State University					Location: San Diego, California			
From		To		Did you graduate?	YES [x]	NO [ ]	Degree	
Other: Campbell University Law School					Location: Buies Creek, North Carolina			
From		To		Did you graduate?	YES [x]	NO [ ]	Degree	

EMPLOYMENT HISTORY			
Current Employment	self	Job Title	attorney
Responsibilities	Handle workers' compensation from intake through Supreme Court		
Previous Employment	Campbell Law School	Job Title	Professor of Law (appellate law, research)
Previous Employment	Duke University Continuing Ed	Job Title	Professor taught paralegals (torts)
Previous Employment	University of Prishtine, Yugoslavia	Job Title	Professor taught English

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

Sister Cities Commission, Cary, North Carolina

Ran for Surf City Town Council

Paint Fire Hydrants in Surf City

Board of Directors for Palms at Boca Bay (secretary) 2017-2022

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES	NO	If yes, explain (including length of service).
☐	X	

State reasons why you feel qualified for this appointment(s):

As a lawyer, and former law professor, and homeowner, I have the legal background and experience necessary to bring new perspectives to the Board with suggestions for streamlining and equalizing the revaluation process to mitigate the need for disputes.

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES	NO	If yes, explain.
☐	X	

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES	NO	If yes, list family member name(s) and position/board or committee(s).
☐	X	

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.
My husband died in June 2011, after that I moved from from Summerfield, NC (the country) to the big city of Greensboro, NC. Due to renovations on my new home, I contested the revaluation of my home as not being in-line with the comps. I am detail, system, and fairness oriented. I believe there are inequities which can be mediated by using neighborhoods /houses/developments that are similar in nature to chart the elements necessary to accurately value the property (sq foot; elevator, pier, pool, etc.); additionally builders can assist with this process by completing this chart as they build homes by furnishing this information to the Board.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature	Date
Kathleen J. Sumner	11.11.22

PENDER COUNTY

Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION

Last Name: BOLICK	First: LARRY	M.I.: P	Date: 2-6-23
Physical Address: 2525 PENDERLEA HWY.		Apartment/Unit #:	
City: BURGAW	State: N.C.	ZIP: 28425	
Mailing Address (if different from above)			
City:	State:	ZIP:	
Home Phone: 910-604-1905	Work Phone:	E-mail Address 1: LPBOLICK@HOTMAIL.COM	
Fax Number:		E-mail Address 2:	
Board Interest(s): BOARD OF EQUALIZATION & REVIEW			
How long have you been a resident of Pender County? 70 YRS			

EDUCATION

High School: BURGAW				Location: BURGAW N.C.		
From: 1966	To: 1970	Did you graduate?	YES ☑	NO ☐		
College: UNC-W			Location: WILMINGTON, N.C			
From: 1970	To: 1974	Did you graduate?	YES ☑	NO ☐	Degree: PARKS & RECREATION-EDUCATION	
Other:			Location:			
From:	To:	Did you graduate?	YES ☐	NO ☐	Degree:	

EMPLOYMENT HISTORY

Current Employment	PART TIME CONTRACT	Job Title	TAX APPRAISER - DUPLIN CO.
Responsibilities	REVALUATION / NEW CONSTRUCTION APPRAISALS		
Previous Employment	NEW HANOVER CO.	Job Title	LISTING SUPERVISOR, APPRAISAL SUPERVISOR - R.E. APPRAISER
Previous Employment	FOUR COUNTY EMC	Job Title	DISTRICT OFFICE SUPERVISOR ENGINEERING STAFF EMPLOYEE
Previous Employment	PENDER COUNTY	Job Title	TAX ADMINISTRATOR

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

BURGAW JAYCEES - PRESIDENT
BURGAW ROTARY

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES ☐ NO ☑ If yes, explain (including length of service).

State reasons why you feel qualified for this appointment(s): I HAVE WORKED FOR OVER 30 YRS IN COUNTY TAX DEPARTMENTS PREPARING & REVIEWING & REPRESENTING APPRAISALS FOR THE BOARD OF EQUALIZATION & REVIEW. IN THIS PROCESS I HAD TO REVIEW EACH PARCEL BEING APPEALED TO INSURE THE VALUE WAS BEING ASSESSED IN A FAIR AND EQUITABLE MANNER.

MILITARY SERVICE

Branch | From | To

Rank at Discharge | Type of Discharge (optional)

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES ☐ NO ☑ If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES ☑ NO ☐ If yes, list family member name(s) and position/board or committee(s). KAYLA FUTRELL - TAX DEPT.

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Larry P. Bolich | Date 2-6-23

PENDER COUNTY
Application for Appointment to Boards/Commissions/Committees

Appointees to Pender County Boards/Commissions/Committees must be a Pender County resident and must be at least 18 years of age. Please complete this application and return to: Pender County Manager's Office, PO Box 5, Burgaw, NC 28425.

APPLICANT INFORMATION					
Last Name GREEN		First LESLIE		M.I. M.	Date NOV. 29, 2022
Physical Address 950 WEBBTOWN RD.				Apartment/Unit #	
City MAPLE HILL		State N.C.		ZIP 28454	
Mailing Address (if different from above) N-A					
City		State		ZIP	
Home Phone 910-259-4446		Work Phone		E-mail Address 1 leslieg59@gmail.com	
Fax Number 910-330-6229				E-mail Address 2	
Board Interest(s)					
How long have you been a resident of Pender County? LIFE					

EDUCATION							
High School C.F. POPE					Location BURGAW, N.C.		
From 1962	To 1966	Did you graduate?	YES ☑	NO ☐			
College N.C. STATE					Location		
From 1966	To 1968	Did you graduate?	YES ☑	NO ☐	Degree		
Other					Location		
From	To	Did you graduate?	YES ☐	NO ☐	Degree		

EMPLOYMENT HISTORY			
Current Employment	SELF	Job Title	OWNER
Responsibilities			
Previous Employment	COASTAL COM. COLLEGE	Job Title	INSTRUCTOR 31 YRS.
Previous Employment	PENDER CO. SHERIFF	Job Title	DEPUTY OVER 40 YRS.
Previous Employment		Job Title	

COMMUNITY INVOLVEMENT

Please list current and past membership in civic or other organizations and offices held:

PRESIDENT - MAPLE HILL CIVIC CLUB
PRESIDENT - MAPLE HILL VOL. FIRE DEPART.
CHAIRMAN - CHURCH TRUSTEES ST. JOHN MISSIONARY BAPTIST

Have you ever served or are you currently a member of any Pender County or other local government board/commission/committee?

YES [✓] NO [ ] If yes, explain (including length of service).
PRESIDENT - PENDER CO. SMART START
BOARD OF ADJUSTMENT
PLANNING BOARD

State reasons why you feel qualified for this appointment(s):
I HAVE SERVED THIS COUNTY FOR OVER 40 YEARS
I HAVE BEEN IN BUSINESS HERE SINCE 1972

MILITARY SERVICE

Branch	From		To	
Rank at Discharge	Type of Discharge (optional)			

CONFLICTS OF INTEREST

Are you aware of any legal, ethical or personal conflict of interest by serving as a member of this Pender County board/commission/committee?

YES [ ] NO [✓] If yes, explain.

Are you or any member of your family employed by Pender County, or currently serving on any Boards/Committee/Commission appointed by or affiliated with Pender County?

YES [ ] NO [✓] If yes, list family member name(s) and position/board or committee(s).

Please add any additional information you would like to share supporting your interest and qualifications for this appointment.

DISCLAIMER AND SIGNATURE

NOTE: This information will be used by the Pender County Board of Commissioners in making appointments to Pender County Boards/Commissions/Committees. In the event you are appointed, it may be used as a news release to identify you to the community. This application is considered a public record.

Signature Leslie M. Green Date NOV. 29, 2022

Pender County
Public Information

TO:	Board of County Commissioners
FROM:	Carolyn Moser
DATE:	February 21, 2023
SUBJECT:	2022 Annual Communicable Disease Report

SUMMARY:
Health and Human Services Director Carolyn Moser will present the annual North Carolina Communicable Disease Report for 2022.

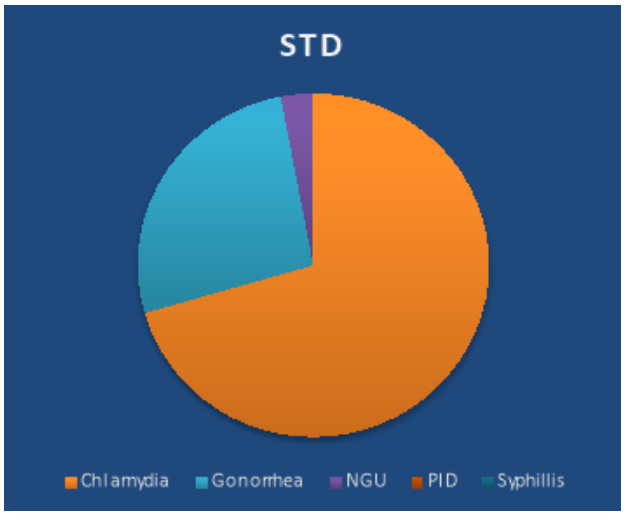
Pender County Health Department
Communicable Diseases & STDs Reported to
N.C. Communicable Disease Control Branch

Diseases	Jan 2018 - Dec 2018	Jan 2019 - Dec 2019	Jan 2020 - Dec 2020	Jan 2021- Dec 2021	Jan 2022 - Dec2022
Campylobacter	3	4	2	3	3
Cryptosporidiosis	8	3	1	3	3
Ehrlichiosis, HME	0	0	0	0	0
Haemophilus Influenzae	0	0	2	0	0
Hepatitis B – Acute	1	4	0	0	0
Hepatitis B - Chronic	0	2	1	1	1
Hepatitis C – Acute	1	1	2	1	0
Hepatitis C - Chronic	54	42	47	66	60
Influenza Related Adult Deaths	8	4	0	0	0
Legionellosis	1	1	0	4	1
Lyme Disease	2	0	0	1	0
Rocky Mountain Spotted Fever	3	2	0	0	0
Salmonellosis	15	20	33	24	15
Shigellosis	0	1	0	0	1
Streptococcal Infection Group A Invasive	0	1	1	0	1
Pneumococcal Meningitis	1	0	0	0	0

Communicable Disease

- Campylobacter and Salmonella infections are two types of foodborne disease caused by bacteria. Both diseases usually result in diarrhea, nausea, vomiting, abdominal pain, and fever, although patients may not experience all the symptoms. Salmonella is the #1 foodborne communicable disease reported by Pender County.
- Shigellosis is a foodborne illness caused by a bacterium. The symptoms include diarrhea, fever, nausea, and vomiting. There was 1 case in 2022.
- Ehrlichiosis HME and Lyme Disease are tickborne diseases that can occur after having contact with an infected tick, there were no confirmed case of Lyme disease in 2022. There were no confirmed cases of Rocky Mountain Spotted Fever in 2022.
- Legionnaires' disease is characterized by fever, myalgia, cough, and clinical or radiographic pneumonia. There was 1 confirmed case in 2022.
- Hepatitis B is a potentially serious form of liver inflammation due to infection by the hepatitis B virus and is one of the most common chronic infectious diseases worldwide. Hepatitis B is a vaccine preventable disease; there is no cure for Hepatitis B currently.
- Hepatitis C is a potentially serious form of liver inflammation due to infection by the Hepatitis C virus. It is one of the most common causes of liver cirrhosis and cancer. There is no vaccine available for Hepatitis C, but it is treatable.
  *The increase in prior years was the result of expanded Hepatis C testing due to increased treatment options. Outreach campaigns were held state-wide to promote screening and testing efforts. Cases of Hepatitis C decreased 9% in 2022.
- Haemophilus Influenzae can cause bacterial meningitis and other serious illnesses, such as, bacteremia, epiglottitis, and pneumonia. It is very rare due to the widespread usage of the Hib vaccine.
- Pneumococcal Meningitis is a bacterial form of meningitis. It is an infection of the membranes that cover your brain and spinal cord. Even with speedy diagnosis and treatment this disease can still cause long term health issues or death.
- Cryptosporidiosis is a zoonotic disease that usually causes mild diarrheal illness in humans with intact immune systems, however in the immunocompromised, (e.g., AIDS patients), it can induce quite serious, chronic, and even fatal infections.
- Streptococcal Infection Group A Invasive is a bacterial disease commonly found on the throat and on the skin. Most of the cases of GAS infections are relatively mild, such as strep throat and impetigo. Occasionally, these bacteria can cause much more severe and even life-threatening diseases such as necrotizing fasciitis (often described as "the flesh-eating bacteria.")
- Toxic Shock Syndrome, Streptococcal is a rare, life-threatening complication of certain types of bacterial infections. There were no confirmed cases in 2022.

Sexually Transmitted Diseases
January 1-December 31, 2022



Chlamydia - 165
Gonorrhea – 62
NGU – 7
Syphilis – 0
PID – 0

- The number of Gonorrhea cases reported in 2021 was 52, compared to 63 reported cases in 2020. Gonorrhea is a sexually transmitted infection wherein *Neisseria gonorrhoeae* is present.
- Chlamydia still ranks as the county's number one reported sexually transmitted disease with 171 cases being reported in 2021. The number of cases has decreased slightly since 2020.
- The number of cases of non-gonococcal urethritis decreased slightly in 2021. There were 7 reported cases in 2020 compared to 5 reported cases in 2021. Non-gonococcal urethritis is an inflammation of the urethra which is not the result of infection with *Neisseria gonorrhoeae.* NGU is treated with antibiotics.
- There was 1 case of pelvic inflammatory disease reported in Pender County in 2021 and 2020. There have been no other cases during the previous two years.

HIV/Syphilis

- There were no new cases of syphilis identified in Pender County in 2022. However, this is not representative of what is occurring across the state. There has been a significant increase in Syphilis among women of reproductive age as well as congenital syphilis in the past 10 years.
- Two newly diagnosed cases of HIV were identified in Pender County for 2022. There were 3 new cases in 2021, 2 newly diagnosed in 2020, and 5 new cases in 2019.

Tuberculosis

There were no confirmed cases of active TB in Pender County in 2022. All 7 patients identified in 2021 successfully completed therapy. Tuberculosis is a highly contagious disease caused by *Mycobacterium tuberculosis*. This bacterium normally attacks the lungs but can attack any part of the body. People with TB disease can be treated if they seek medical help.

***This report covers only confirmed cases of each reportable condition. There are many additional cases that are investigated that do not meet case definition.**

Pender County
REZONE 2022-39

TO:	Board of Commissioners
FROM:	Greg Feldman
DATE:	February 21, 2023
SUBJECT:	REZONE 2022-39: Request to rezone one tract in the Topsail Township from the RA, Rural Agriculture to GB, General Business.

SUMMARY:
Michael Nadeau, applicant on behalf of Earl Brown, owner, is requesting the approval of a Zoning Map Amendment to rezone one tract totaling approximately 1.85 acres of land from RA, Rural Agriculture zoning district to the GB, General Business zoning district. The subject property is located on the west side of US Highway 17, approximately 540 feet from the intersection of Whitebridge Road and US Highway 17 in the Topsail Township.

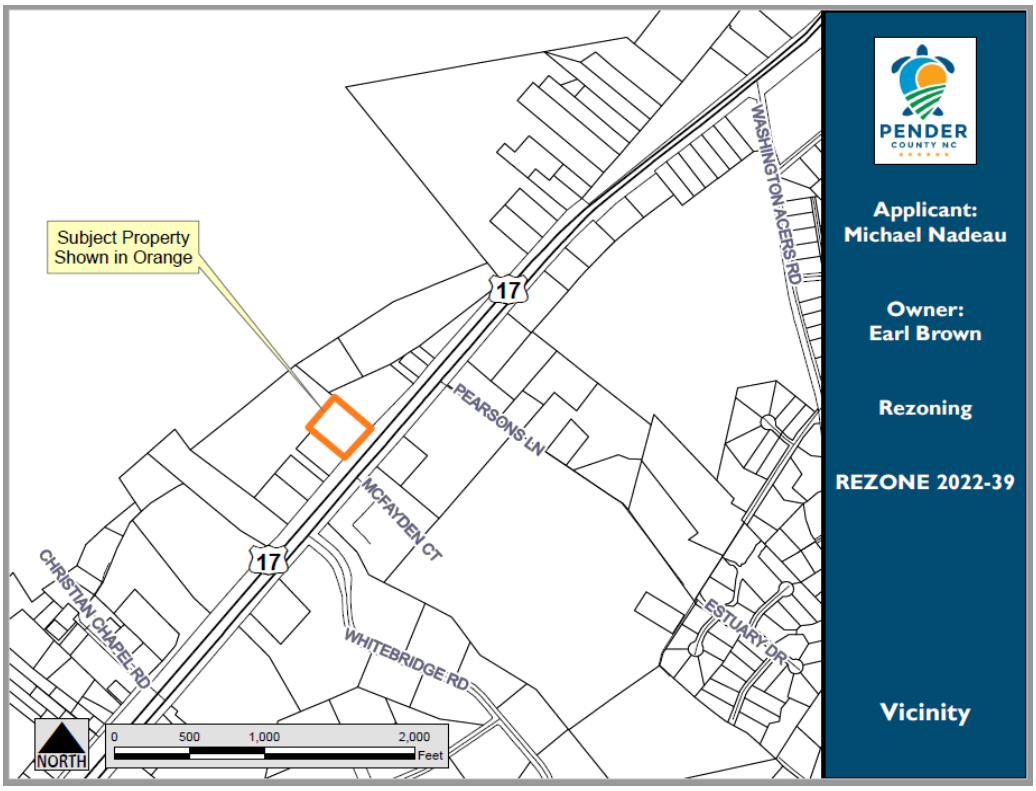
ACTION REQUESTED:
To hold a public hearing and consider the Zoning Map Amendment request.

ATTACHMENTS:
1. Staff Report
2. Application
3. Narrative
4. Deed Book 2806 Page 082 Life Estate Agreement
5. Zoning Map
6. Map and Warranty Deed
7. Table of Permitted Uses

STAFF REPORT FOR REZONE 2022-39
ZONING MAP AMENDMENT APPLICATION

APPLICATION SUMMARY	
Case Number	REZONE 2022-39
Hearing Dates	January 4, 2023, Planning Board February 21, 2023, Board of Commissioners
Applicant	Michael Nadeau
Property Owner(s)	Earl Brown
Parcel Identification Number	3282-31-1385-0000
Acreage	1.85
Township	Topsail
Pender 2.0 Future Land Use Category	Neighborhood Mixed Use

REZONING PROPOSAL
Michael Nadeau, applicant on behalf of Earl Brown, owner, is requesting the approval of a Zoning Map Amendment to rezone one tract totaling approximately 1.85 acres of land from RA, Rural Agriculture zoning district to the GB, General Business zoning district.
LOCATION
The subject property is located on the west side of US Highway 17, approximately 540 feet from the intersection of Whitebridge Road and US Highway 17 in the Topsail Township.



REZONING PROPOSAL

The applicant is proposing to rezone one tract of land totaling approximately 1.85 acres from the RA, Rural Agricultural zoning district to the GB, General Business zoning district. The intent of GB, General Business district is primarily intended to accommodate uses which require close access to major highways. The district is established to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

Because this is a general use rezoning, a conceptual plan is not included within the application. If approved, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. However, any future development of the site must comply with the standards of the GB, General Business zoning district and is subject to review and approval by the Technical Review Committee (TRC) to ensure compliance with all applicable local, State, and Federal regulations.

Dimensional Requirements

As this is a general use rezoning, the standard setbacks in the GB, General Business zoning district apply and are outlined in the table below. The dimensional standards are proposed to apply uniformly to all buildings and uses on the subject properties.

Minimum Setback (General Business)	
Front	25’
Side	10’
Rear	10’
Corner	12’
Max. Height	40’
Structure Separation	20’

The minimum lot size in the GB, General Business district is 15,000 square feet. The subject property is compliant with the desired zoning district standards.

Allowable Uses
Because this is a general use rezoning, the site could be developed based upon all uses that are permitted by right or by Special Use Permit in the GB, General Business zoning district. The table below provides a general list of typical developments permitted in the GB, General Business zoning district. A comprehensive list of all uses from Section 5.2.3 of the UDO is included in Attachment 1.

	GB, General Business
Residential Uses	≈ 1 uses by-right (Upper Story Residential, Agritourism) ≈ 1 use w/ SUP (Cottage Occupation)
Commercial Uses	≈ 83 uses by-right (Construction of buildings, Artisan Manufacturing, Motor Vehicle and Parts Dealers, Non Store Retailers, Real Estate and Rental and Leasing, ect.) ≈ 15 uses w/ SUP (Truss Manufacturing, RV Parks and Recreational Camps, Storage of Boats and Watercraft, ect)

TRANSPORTATION INFRASTRUCTURE

Access

The subject property has direct access to US HWY 17 which is identified as a NCDOT maintained Major Arterial Road based on the WMPO Functional Classification Map.

Traffic
Traffic Impact Analyses (TIA) are not required for general use rezoning since a site-specific development plan is not required to be included in the application package. The UDO requires a Traffic Impact Analysis (TIA) to be completed when a development generates 100 trips in the morning or evening peak hours or over 1,000 trips per day. If approved and developed in the future, estimated trip generation data will be required during the review of any site-specific development plan to determine if a TIA is required.

The traffic information below shows the volume and planned capacity. According to the WMPO the road has not reached the ultimate capacity and therefor is able to accommodate an increase in traffic.

NCDOT Average Annual Daily Traffic (AADT) – 2021[1] WMPO

Road	Location	Volume	Planned Capacity	V/C
US HWY 17	Between Whitebridge Rd and Pearsons Ln[1]	39,000	37,323	1.05

OTHER INFRASTRUCTURE

Utilities
Public water and is available through Pender County Utilities (PCU). The method of water and sewer service will be determined when a site-specific development plan is submitted for review.

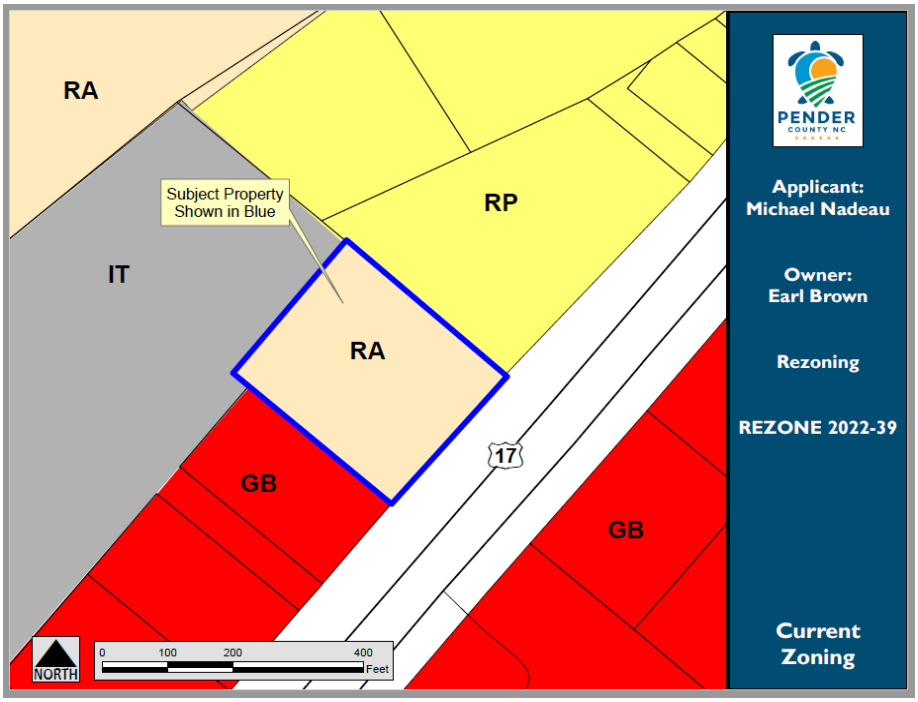
Schools
There is no development proposal associated with this general use rezoning, so no specific impacts to the school system are known at this time.

ENVIRONMENTAL CONCERNS	
Special Flood Hazard Areas	The subject property does not contain any Special Flood Hazard Areas[1].
Wetlands	Portions of the subject property may contain wetlands[2, 3]. The location of any wetlands will be verified when a site-specific development plan is submitted for review. Any disturbance within these wetlands are subject to review and approval by the U.S. Army Corps of Engineers.
Areas of Environmental Concern	The subject property does not contain any Areas of Environmental Concern (AEC)[4].

[1] According to the effective regulatory and preliminary Flood Insurance Rate Maps NC Flood Risk Information System (NC FRIS)
[2] According to the NC Division of Coastal Management (NC DCM)
[3] According to the National Wetlands Inventory (NWI)
[4] According to the North Carolina Department of Environmental Quality (NCDEQ)

EVALUATION

Below: Zoning Map of the Area

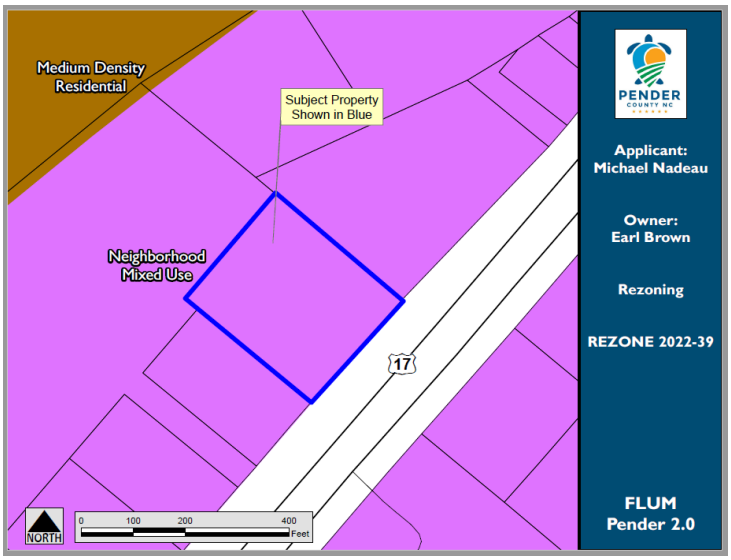


CHARACTERISTICS OF THE SURROUNDING AREA		
	LAND USE	**ZONING**
North	Residential, Vacant	RP, Residential Performance, IT, Industrial Transitional
East	Residential, Commercial	GB, General Business
South	Commercial, Vacant	GB, General Business
West	Vacant	IT, Industrial Transitional, GB, General Business

Surrounding Zoning

The subject property is currently within the RA, Rural Agricultural zoning district. Properties immediately adjacent to the subject properties are currently zoned RP, Residential Performance, GB, General Business, and IT, Industrial Transitional as indicated by the table above.

Pender 2.0 Comprehensive Land Use Plan Compliance: The subject property is located within the Neighborhood Mixed Use Future Land Use Classification within the Pender 2.0 Comprehensive Land Use Plan and as shown in the Future Land Use Map to the right. The Neighborhood Mixed Use future land use category will allow a transition between more intense commercial, office, and residential development to lower density residential neighborhoods. The neighborhood mixed use category is primarily dedicated to non-residential uses that provide services, entertainment, and amenities to residents within a three mile radius. Land use and development within this category is closely coordinated with existing and planned roadway transportation networks, while encouraging bicycle and pedestrian access. This future land use category should be composed of a mixture of integrated commercial, office, institutional, and single-family residential uses. Appropriate uses include neighborhood-scale retail, restaurant, and office establishments; religious and educational institutions; and higher-density single-family residences – attached and detached. Large-scale or intense commercial establishments, multi-family development, and industrial operations are not appropriate. Building footprints are generally limited to 15,000 square feet in size or smaller.



The proposed zoning district, General Business, is consistent with the Neighborhood Mixed Use future land use classification due to the General Business districts intention to provide convenient locations for businesses which serve the needs of surrounding residents, including office, retail, and personal service uses.

In addition to consistency with the Future Land Use Map, the proposal was found to be consistent with the following three policies and one objective within the Pender 2.0 Comprehensive Land Use Plan:

> **Policy 5.1.D: Focused Growth and Development:** The County supports a growth pattern that includes low density single-family residential communities, but also allows for the strategic placement of higher density residential, mixed uses, and commercial development to accommodate and support future population growth, where necessary infrastructure exists or is planned.

Policy 5.1.E: Compatible Development: The County supports new commercial and multi-family developments that blend with surrounding neighborhoods and limit traffic, noise, and light impacts on existing residential uses.

Policy 5.1.K: Commercial Development: The County supports a wide range of commercial development, particularly those businesses that provide needed services to residents and visitors, provided that the impacts on traffic are minimized.

Unified Development Ordinance Compliance: Section 3.3.5 of the Unified Development Ordinance provides for standards that shall be followed by the Planning Board and Board of County Commissioners before a favorable recommendation of approval for a rezoning can be made. These standards include evaluating proposals against whether adequate public facilities/services (i.e. water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change. The standards have been outlined in this report for consideration by the Planning Board and Board of County Commissioners.

3.3.5 Approval Criteria for Rezoning

The reviewing bodies (Planning Board and Board of Commissioners) shall consider the following matters in deciding a rezoning proposal, in addition to any other considerations as detailed in the specific rezoning application type:

A. Whether the entire range of uses permitted by the proposed change would be appropriate to the area concerned, including that the proposed rezoning not:
    1. be detrimental to the natural environment,
    2. adversely affect the health, safety, or welfare of residents or workers in the area,
    3. be detrimental to the use or development of adjacent property,
    4. materially or adversely affect the character of the general neighborhood, and
    5. be reasonable as it relates to the public interest.
B. Whether adequate public facilities/services (i.e.- water, wastewater, roads, schools, etc.) exist, are planned, or can be reasonably provided to serve the needs of any permitted uses likely to be constructed as a result of such change;
C. Whether the proposed change is consistent with the County's Comprehensive Land Use Plan, CAMA Land Use Plan, and any other adopted land use document.

RECOMMENDATION

Planning Staff is submitting the proposal for Planning Board Disposition. The proposed Zoning Map Amendment is consistent with the Future Land Use Map and three policies within the Pender 2.0 Comprehensive Land Use Plan. Furthermore, the allowable uses within the requested zoning districts are compatible with the surrounding area. Therefore, Planning staff respectfully recommends approval of the Zoning Map Amendment as detailed in this report.

PLANNING BOARD ACTION NEEDED:

TO APPROVE: Motion to approve the Zoning Map Amendment and to make a finding that the approval is consistent with the following policies and objectives in the Pender 2.0 Comprehensive Land Use Plan:

- **5.1.D: Focused Growth and Development**
- **5.1.E: Compatible Development**
- **5.1.K: Commercial Development**

The proposed rezoning is consistent with the Neighborhood Mixed Use Future Land Use classification in the Pender 2.0 Comprehensive Land Use Plan.

TO DENY: Motion to deny the Zoning Map Amendment and to make a finding of denial because although the proposal is consistent with the Pender 2.0 Comprehensive Land Use Plan, said denial is reasonable and in the public interest and does not further the goals of the Pender 2.0 Comprehensive Land Use Plan because [INSERT REASONING]…

PLANNING BOARD ACTION FOR GENERAL USE REZONING

MOTION	SECONDED
Beaudoin	Buchanan

APPROVED	DENIED	UNANIMOUS
Yes		Yes

Jordan	Buchanan	Beaudoin	Gruntfest	Mosca	Pitts	Teachey
Yes	Yes	Yes	Absent	Absent	Yes	Absent

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APPLICATION FOR REZONING (Zoning Map Amendment)

THIS SECTION FOR OFFICE USE			
Application No.	ZMA	Date	
Application Fee	$	Invoice	
Pre-Application Conference		Hearing Date	

SECTION 1: APPLICANT INFORMATION

Applicant's Name:	MICHAEL NADEAU	Owner's Name:	EARL BROWN
Applicant's Address:	15894 Hwy 17	Owner's Address:	7827 EXETER LANE
City, State, & Zip	HAMPSTEAD NC 28443	City, State, & Zip	COLUMBIA SC 29223
Phone Number:	910 620 1237	Phone Number:	803-760-9495
Email Address:	MIKE@CREATIVECOMMERCIAL.BIZ	Email Address:	EARLBROWN1@YAHOO.COM

Legal relationship of applicant to landowner: AGENT

SECTION 2: PROJECT INFORMATION

Property Identification Number (PIN):	3282-31-1385-0000	Total property acreage:	1.85 / 1.85
Current Zoning District:	RA	Proposed Zoning District:	GB
Project Address:	13111 Hwy 17 HAMPSTEAD NC		
Description of Project Location:	ACROSS FROM WHITEBRIDGE SUBDIVISION		

SECTION 3: SIGNATURES

Applicant's Signature		Date:	11/1/22
Applicant's Name Printed	MICHAEL NADEAU	Date:	
Owner's Signature	DocuSigned by: Earl Brown 4880B98DDD88434...	Date:	11/3/2022
Owner's Name Printed	EARL BROWN	Date:	

NOTICE TO APPLICANT

1. Applicant must also submit the information described on the Rezoning Checklist.
2. Applicant or agent authorized in writing must attend the public hearing.
3. Once the public hearing has been advertised, the case will be heard unless the applicant withdraws the application or unless the Planning Board or other authorized person agrees to table or delay the hearing.
4. All fees are non-refundable
5. A complete application packet must be submitted prior to the deadline in order to be placed on the next Planning Board Agenda

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REZONING NARRATIVE
13111 HIGHWAY 17
NOVEMBER 3, 2022

The Brown family purchased this land and built a home on it in 1944. Ms. Ellen Brown resided there until her passing earlier this year.

During their decades of ownership, the immediate area has been completely transformed, from the construction of a divided highway to the extension of water and sewer.

Twenty years ago, this lot and virtually all the surrounding area were zoned Rural Agricultural (RA). Over those two decades, however, every other lot has been rezoned while this one property owned by the Browns remains RA to this day.

The low-density housing envisioned by RA zoning was once appropriate but this high traffic highway frontage site is no longer suited for housing. The adjoining parcel to the South is zoned General Business (GB) and the land in the rear, to the West, is zoned Industrial Transition.

It is clear that RA is no longer appropriate and, given the Pender Future Land Use Plan targets this entire area for "Neighborhood Mixed Use", we believe rezoning to General Business is both logical and appropriate.

MICHAEL NADEAU

DocuSigned by:
Earl Brown
4880B05DDD88434...
11/3/2022

FILED

05 OCT 26 AM 9:00

JOYCE M. SWICEGOOD
REGISTER OF DEEDS
PENDER COUNTY, NC

BK2806PG082

3282-31-1385-0000
3281-19-8270-0000
PIN # 3281-29-0236-0000

DATE 10-26-05 INT KB

Recorded and Verified
Joyce M. Swicegood
Register of Deeds
Pender County, NC

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: $0.00

Parcel Identifier No. 3282-31-1385-0000;3281-19-9270-0000;3281-29-0236-0000 Verified by _____ County on the ____ day of _____, 20____ By: _____

Mail/Box to: Pollock & Pollock, Attorneys at Law, PO Drawer 999, Burgaw, NC 28425

This instrument was prepared by: Pollock & Pollock, Attorneys at Law

Brief description for the Index:

THIS DEED made this 30th day of September, 2005, by and between

GRANTOR	GRANTEE
Ellen Brown, Widow **Reserving a Life Estate Unto Herself**	**Subject to Life Estate Held by Rosetta Brown Beulah Fair,** **An One-half Undivided Interest** **and** **Subject to Life Estate Held by Rosetta Brown Earl Brown,** **An One-half Undivided Interest**

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of , Topsail Township, Pender County, North Carolina and more particularly described as follows:

Parcel One

Tract I. Commencing at a stake on Newbern railroad right-of-way running North West one hundred yards to a stake thence South West ninety yards to a stake thence South East one hundred yards to a stake on Newbern railroad right-of-way thence North East with said right-of-way ninety yards to the beginning containing one acre more or less.
See Book 193 Page 433.

Tract II. Beginning at an iron stake in line with a pipe culvert under U.S. 17, fifty feet from the centerline of said roadway. Bartelle Jones corner and running along the right-of-way of said road North 48 degrees 35' East 303 feet to a stake, thence S 44 degrees 15' East 200 feet to a stake; thence South 48 degrees 35' West, 161 feet to Jones line, thence his line North, 46

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2

degrees 30 West, 200 feet to the beginning containing 1.06 acres.

BK2806PG083

See Book 321 Page 253; Book 416 Page 206 and Book 500 Page 96.

Parcel Two

Beginning of an old iron pipe in the West margin of US Route 17 (100' wide), the grantee's old corner and running with his old line, S 34° 30' E 202 feet to an iron pipe, thence, S 48° 35' West 116 feet to an iron pipe; thence, N 46° 30' W 204 feet to an iron pipe in the East R-of-W of said Route 17; thence, with said RW line, N 48° 35' E 158 feet to the Beginning; being all of that tract conveyed by deed recorded in Book 330 at page 54, Pender Co Registry.

Parcel Three

BEGINNING at a stone in the Southern right-of-way line of U. S. Highway No. 17, said stone being 50 feet from the center line of highway, and being Ephraim Brown, Sr.'s Northwest corner.

From the above described beginning point runs South 39 degrees East, 200 feet to a pipe; thence parallel with the highway South 43 degrees 50 minutes West, 120 feet to a pipe; thence North 39 degrees West 200 feet to the highway right-of-way line; thence with the right-of-way line North 43 degrees 50 minutes East 120 feet to the Beginning, containing .55 Ac., as surveyed by V. W. Herlevich, September, 1954.

The property hereinabove described was acquired by Grantor by instrument recorded in Book _____, page _____.

A map showing the above described property is recorded in Map Book , Page .

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

Grantor herein reserves unto herself for and during the term of her natural life a Life Estate in the above described tract.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

_____ (Entity Name)

By: _____

Title:

Ellen Brown (SEAL)
Ellen Brown

_____ (SEAL)

The attorney preparing this instrument has made no record search or title examination as to the property herein described, unless the same is shown by his written and signed certificate.

SEAL-STAMP

State of North Carolina – County of Pender

I, Renee Howard, a Notary Public of the County and State aforesaid, certify that Ellen Brown personally appeared before me this day and acknowledged the due execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this 17th day of October, 2005.

My Commission Expires: 8/21/10

Renee Howard
Notary Public

A. RENEE HOWARD NOTARY PUBLIC NEW HANOVER COUNTY, N.C.

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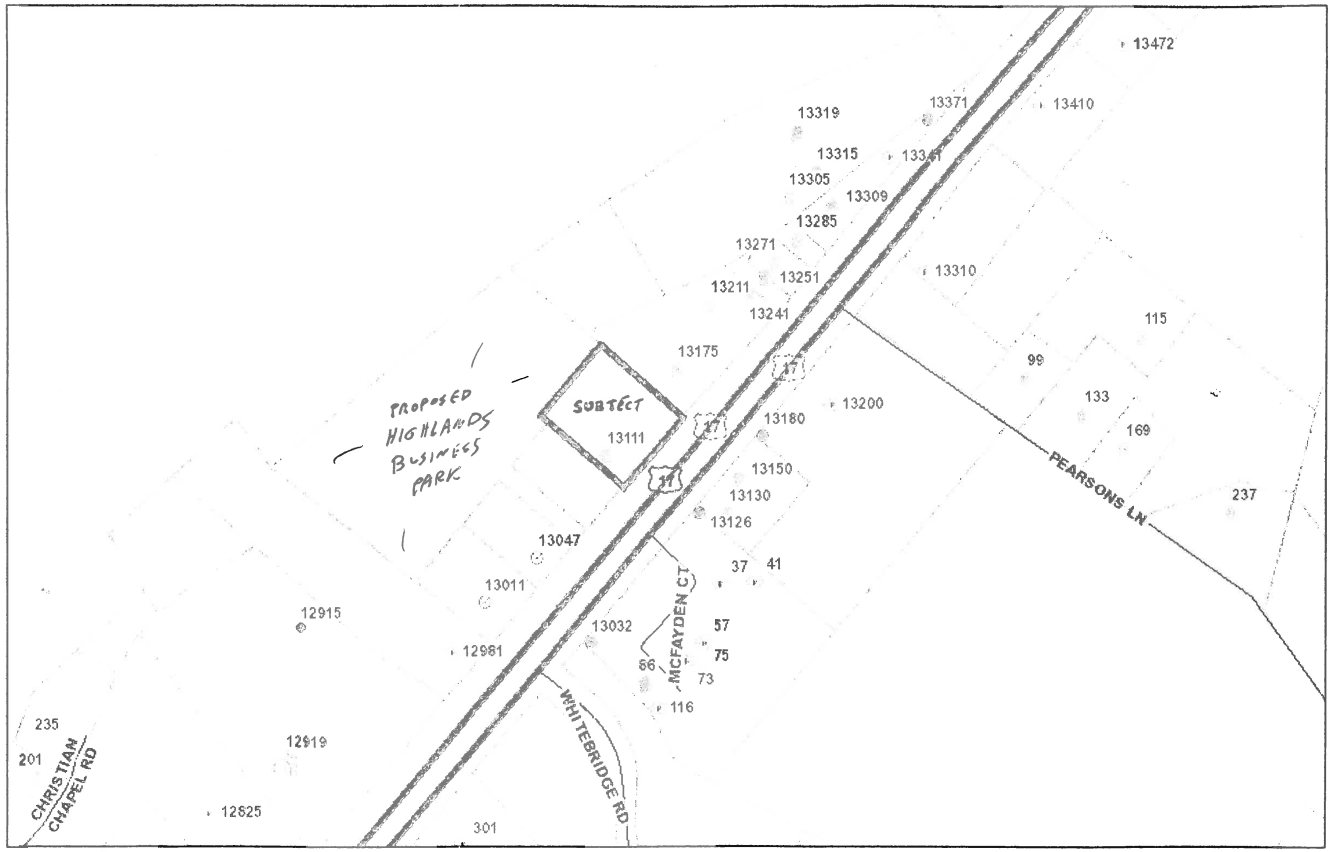


PIN: 3282-31-1385-0000
Owner: BROWN, ELLEN
13111 US HWY 17
HAMPSTEAD, NC 28443
Deed Ref: 4683/614

Property Address: 13111 US HWY 17
Description: OFF N/W SIDE 17 BEHIND ACLR

Sale Price:
Sale Date: LAST_SALE_DATE
Plat: NOPLAT
Account No: 2772
Township: TOPSAIL
Subdivision:
Tax Codes: G01 F29 R40 S64

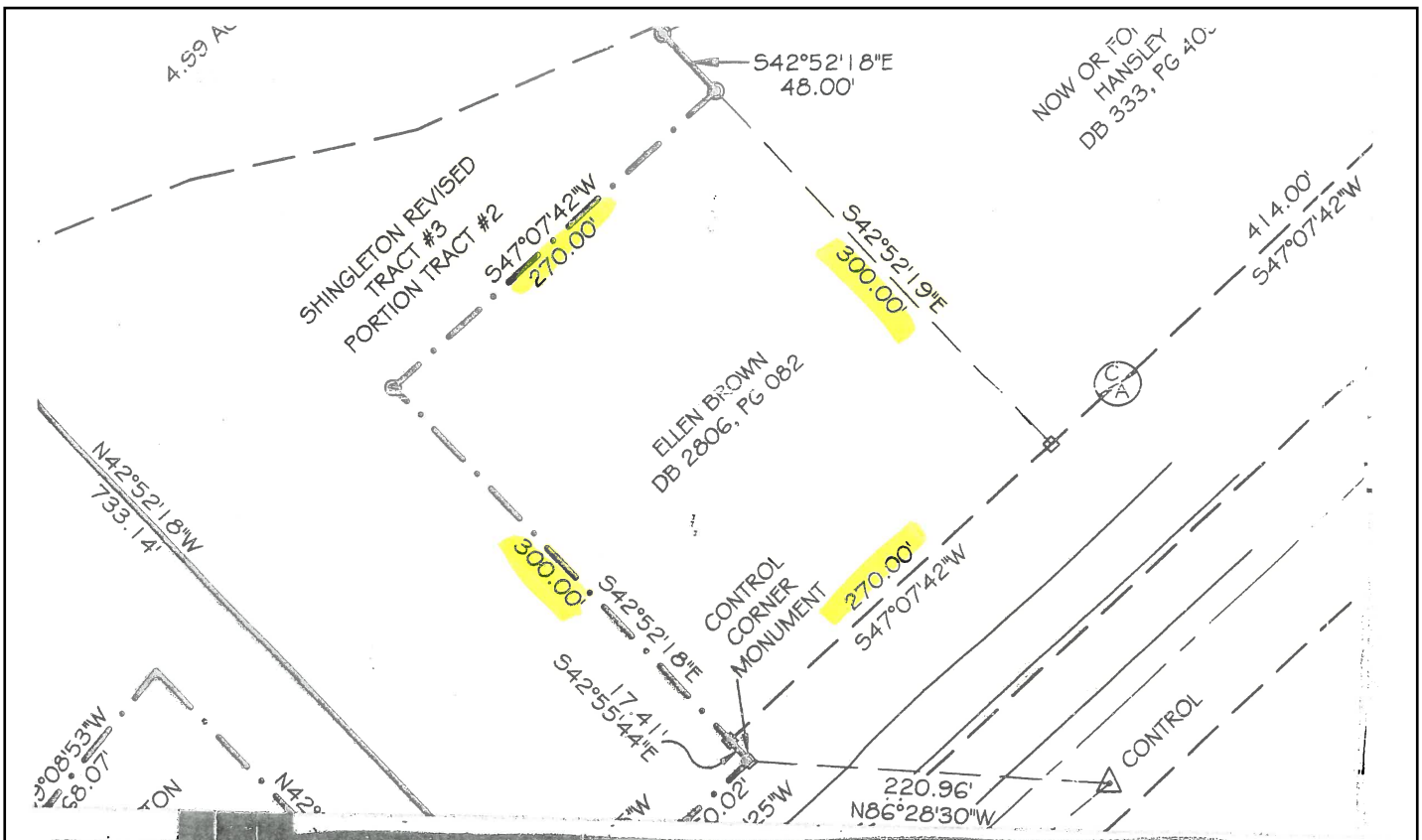
PCL Class: R
Heated Sq Feet: 1576

Pender County

1:4,646
0 0.0325 0.065 0.13 mi
0 0.05 0.1 0.2 km

1 inch = 387 feet

4/23/2019



STATE OF NORTH CAROLINA, Pender County. } S.S.—WARRANTY DEED

This Indenture, made this 14 day of March A.D. 19[illegible] by and between R. T. Shingleton and wife Clementine Shingleton Pender County North Carolina Parties of the first part Ephriam Brown Jr of the State of North Carolina Party of second part

of [illegible], County of Pender, and State of North Carolina of the first part, and [illegible] of [illegible] in the County of [illegible] and State of [illegible] of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of: Two Hundred Dollars, Dollars, and other valuable considerations to [illegible] in hand paid by the said party of the second part; the receipt whereof is hereby acknowledged, has given, granted, bargained and sold, aliened and conveyed, and by these presents do hereby give, grant, bargain and sell, alien, convey and confirm unto the said party of the second part and to his heirs and assigns forever, all that certain lot of land, situated, lying and being in Topsail Hound County of Pender and State of North Carolina, bounded and described as follows, to wit:

Commencing at a stake on Newbern railroad rightofway running North West one hundred yards to a stake thence South West ninety yards to a stake thence South East one Hundred yards to a stake on Newbern rail road rightaway thence North East with said rightaway ninety yard to the Beginning containing one acre more or less.

(55¢ REVENUE STAMPS AND SAME CANCELLED)

together with all and singular, the lands, tenements, easements and appurtenances thereto belonging, or in anywise appertaining.

TO HAVE AND TO HOLD the above granted and described premises, together with all and singular, the rights, privileges, easements, tenements and appurtenances thereunto belonging, or in anywise appertaining unto the said part of the second part heirs and assigns, in fee simple, FOREVER.

TABLE OF PERMITTED USES											
P=Permitted Use D=Permitted w/ Use Standards S=Special Use Approval Required SD=Special Use Approval Required w/ Additional Standards PM=Permitted in conjunction w/ the MDP process											
Use Category Specific Use Type		Residential				Mixed Use	Commercial		Industrial		Special Purpose
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
RESIDENTIAL											
SFD: Detached-Conventional		P	P	P	P	P					
SFD: Detached Zero Lot Line				P		P					
SFD-Attached: Duplex		P	P	P		P					
SFD-Attached: Multiplex				P		P					
SFD-Townhouse (5+ attached)				P		P					
Multifamily (condominium/apartment)				P		P					
Upper Story Residential						P	P	P			
Accessory Dwelling Unit		D	D	P		D					
Accessory Dwelling Unit on Non Residential Principal Uses		D				D			P	P	
Manufactured Home		P	D		P						
Manufactured Home Park					PMD						
ACCESSORY USES AND STRUCTURES											
Accessory Structures		P	P	P	P	P	P	P	P	P	
Cottage Occupations		SD	SD	SD		SD	SD				
Home Occupation		D	D	D	D	D	D				
Agritourism Activities on active farms		D	D	D	D	D	D	D	D	D	D
Sector 21: MINING, QUARRYING, OIL AND GAS EXTRACTION											
Nonmetallic Mineral Mining & Quarrying	2123	S								S	
Except: 212392 Phosphate Rock Mining											
Except: 212321 Borrow Pit Sand Mining			PMDS			PMD					
Sector 22: UTILITIES											
Fossil Fuel Electric Power Generation	221112									S	
Other Electric Power Generation	221119	S	S			S			P	P	
Electric Bulk Power Transmission & Control	221121	S	S	S	S	S	S	S	P	P	
Natural Gas Distribution Except Transmission Lines	221210									P	
Water Supply Facilities*	221310		S			PM				P	

Sewage Treatment Facilities*	221320		S	PMD/S		PMD/S				P	
Except: Sewage Lift Stations*		SD	SD	PMD/S	PMD/S	PMD/S	D	D	D	D	
*County Owned or County Service District Provided Systems=P											

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 23: CONSTRUCTION											
Construction of Buildings	236						D		P	P	
Heavy and Civil Engineering Construction	237						D		P	P	
Specialty Trade Contractors	238						D		P	P	
Sectors 31-33 MANUFACTURING											
Artisan Manufacturing		S	S			P	P		P		
Food Manufacturing	311									P	
Beverage and Tobacco Product Manufacturing	312									P	
Textile Mills	313									P	
Textile Product Mills	314									P	
Apparel Manufacturing	315									P	
Wood Product Manufacturing	321								P	P	
Truss Manufacturing	321214						S		P	P	
Prefabricated Wood Building Manufacturing	321992						S		P	P	
Prefabricated Metal Building and Component Manufacturing	332311						S		P	P	
Paper Manufacturing	322									S	
Converted Paper Product Manufacturing	3222									P	
Printing and Related Support Activities	323								P	P	
Petroleum and Coal Products Manufacturing	324									S	
Synthetic Dye and Pigment Manufacturing	32513									P	
Other Basic Organic Chemical Manufacturing	32519									P	
Resin, Synthetic Rubber & Artificial Synthetic Fibers and Filaments Manufacturing	3252									P	
Pharmaceutical Manufacturing	3254								P	P	
Paint, Coating and Adhesive Manufacturing	3255									P	

Soap, Cleaning Compound and Toilet Preparation Manufacturing	3256									P	
Other Chemical Product and Preparation Manufacturing										P	
Except: 32592 Explosive Manufacturing											
Plastics and Rubber Products Manufacturing	326									P	
Clay Product and Refractory Manufacturing	3271									P	
Ready-Mix Concrete Manufacturing	32732									P	
Concrete Pipe, Brick, & Block Manufacturing	32733									P	

		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sectors 31-33 MANUFACTURING											
Other Concrete Product Manufacturing	32739									P	
Gypsum Product Manufacturing	32742									P	
Fabricated Product Manufacturing	332									P	
Machine Shops; Turned Product; and Screw, Nut, and Bolt Manufacturing	3327								P	P	
Machinery Manufacturing	333									P	
Computer & Electronic Product Manufacturing	334								P	P	
Electrical Equipment, Appliance, & Component Manufacturing	335									P	
Transportation Equipment Manufacturing	336									P	
Furniture and Related Product Manufacturing	337								P	P	
Miscellaneous Manufacturing	339								P	P	
Sector 42 WHOLESALE TRADE											
Wholesale Trade	42	S							P	P	
Sectors 44-45 RETAIL TRADE											

Motor Vehicle and Parts Dealers	441	S					P		P		
Furniture and Home Furnishings Stores	442						P		P		
Electronics and Appliance Stores	443	S				P	P		P		
Building Material, Garden Equipment & Supplies Dealers	444	S					P		P	P	
Food and Beverage Stores	445	S	S			P	P		P		
Health and Personal Care Stores	446	S	S			P	P	P	P		
Gasoline Stations	447	S				P	P		P		
Clothing and Clothing Accessories Stores	448	S				P	P		P		
Sporting Goods, Hobby, Book, and Music Stores	451					P	P		P		
Miscellaneous Store Retailers	453	S				P	P				
Non store Retailers	454	S				P	P		P		
Liquefied Petroleum Gas Dealers	454312									P	
Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Air Transportation	481								P	P	
Rail Transportation	482								P	P	
Truck Transportation	484								P	P	
Transit and Ground Passenger Transportation	485								P	P	
Interurban and Rural Bus Transportation	4852						P		P	P	
Taxi and Limousine Service	4853						P		P	P	
School and Employee Bus Transportation	4854								P	P	
Charter Bus Industry	4855								P	P	
Support Activities for Transportation	4881								P	P	
Support Activities for Road Transportation	4884	S					P		P	P	
Postal Services	491110	S	S			P	P	P			
Couriers and Messengers	492						P	P	P	P	
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**

Sectors 48-49: TRANSPORTATION AND WAREHOUSING											
Warehousing and Storage	493	S							P	P	
Sector 51: INFORMATION											
Information	51					P	P	P	P	P	
Finance and Insurance	52	S	S			P	P	P	P	P	
Sector 53: REAL ESTATE AND RENTAL AND LEASING											
Real Estate and Rental and Leasing	53	S	S			P	P	P	P	P	
Commercial and Industrial Machinery and Equipment Rental and Leasing	5324								P	P	
Sector 54: PROFESSIONAL, SCIENTIFIC AND TECHNICAL SERVICES											
Professional, Scientific, & Technical Services	54	S	S			P	P	P	P	P	
Sector 55: MANAGEMENT OF COMPANIES AND ENTERPRISES											
Management of Companies and Enterprises	55	S	S			P	P	P	P	P	
Sector 56: ADMINISTRATIVE AND SUPPORT AND WASTE MANAGEMENT AND REMEDIATION SERVICES											
Administrative and Support Services	561	S				P	P	P	P	P	
Solid Waste Collection Public	562111	P	P	P	P	P	P	P	P	P	
Solid Waste Collection Private	562111									S	
Solid Waste Landfill	562212									S	
Solid Waste Combustors and Incinerators	562213									S	
Other Nonhazardous Waste Treatment and Disposal	562219	S					S		S	S	
Remediation Services	562910									S	
Materials Recovery Facilities	562920									S	
All Other Waste Management Facilities	56299									S	
Sector 61: EDUCATIONAL SERVICES											
Educational Services	611	P	S			P	P	P			

Business Schools, Computer & Management Training	6114	S				P		P	P		
Technical and Trade Schools	6115	S				P	P	P	P	P	
Other Schools and Instruction	6116	S				P	P	P	P		
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Ambulatory Health Care Services	621					P	P	P			
Except: Outpatient Mental Health and Substance Abuse Centers	62142						P	S			
Hospitals	622	S				P	P	P			
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 62: HEALTH CARE AND SOCIAL ASSISTANCE											
Except: Psychiatric and Substance Abuse Hospitals	6222							S			
Except: Outpatient Mental Health and Substance Abuse Hospitals	62142						S	S			
Nursing and Residential Care Facilities	623	S	S			P	P	P			
Except: Residential Mental Retardation, Mental Health & Substance Abuse Facilities	6232	S						S			
Social Assistance	624	S				P	P	P			
Vocational Rehabilitation Services	6243						P	P	P	P	
Sector 71: ARTS, ENTERTAINMENT, AND RECREATION											
Performing Arts Companies	7111	S				P	P				
Spectator Sports	7112	S					P		P		
Promoters of Performing Arts, Sports and Similar Events	7113	S				S	S				
Agents and Managers for Artists, Athletes, Entertainers and Other Public Figures	7114					P	P	P			
Museums, Historical Sites and Similar Institutions	712	S				P	P	P			
Amusement and Theme Parks	713110	S				S	S				
Amusement Arcades	713120						P				

Golf Courses and Country Clubs	713910	S	PM			P					
Fitness & Recreational Sports Centers	713940	S				P	P	P	P		
Bowling Centers	71395					P	P	P	P		
All Other Amusement & Recreation Industries	71399	S				P	P		P		
Aviation Clubs, Recreational	713990	S	S			P	P		P		
Canoeing, Recreational	713990	S	S			P	P		P		
Fishing Clubs, Recreational	713990	S	S			P	P		P		
Flying Clubs, Recreational	713990	S	S			P	P		P		
Guide Services (i.e. Fishing, Hunting, Tourist)	713990	S	S			P	P		P		
Horse Riding, Recreational	713990	P	S								
Outdoor Shooting Ranges	713990	S									
		Zoning Districts									
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
Sector 72: ACCOMMODATIONS AND FOOD SERVICES											
Hotels and Motels	72111					P	D	D			
Bed and Breakfast Inns	721191	S	S		S	P	P				
All Other Traveler Accommodation	721199	S	S		S	P	P				
RV Parks and Recreational Camps	7212	SD					SD				
Recreational and Vacation Camps	721214	S									S
Rooming and Boarding Houses	721310	S				P	P				
Full Service Restaurants	7221	S				P	P	P	P	P	
Limited Service Eating Places	7222	S				P	P	P	P	P	
Special Food Services	7223	S				P	P	P	P	P	
Drinking Places (Alcoholic Beverages)	7224	S				P	P				
Sector 81: OTHER SERVICES, EXCEPT PUBLIC ADMINISTRATION											
Automotive Repair and Maintenance	8111	S					P		P	P	
Electronic and Precision Equipment Repair and Maintenance	8112	S					P	P	P	P	

Commercial and Industrial Machinery and Equipment (except Automotive and Electronic) Repair and Maintenance	8113								P	P	
Personal and Household Goods Repair and Maintenance	8114	S				P	P	P	P	P	
Personal Care Services	8121	P	S			P	P	P	P		
Funeral Homes and Funeral Services	81221	S					P	P	P	P	
Cemeteries and Crematories Except: Private Cemetery	81222	S	S			S	S	S	S	S	
Coin Operated Laundries and Drycleaners	812310	P				P	P				
Dry-cleaning and Laundry Services	812320	S				P	P		P	P	
Linen & Uniform Supply	81233								P	P	
Other Personal Services	8129	S				P	P	P	P		
Pet Care Services	812910	D					D		D	D	
Religious Organizations	8131	P	S			P	P	P	P		
Grant making and Giving Services	8132					P	P	P	P		
Social Advocacy Organizations	8133					P	P	P	P		
Civic and Social Organizations	813410	S	S			P	P	P			
Business, Professional, Labor, Political and Similar Organizations	8139					P	P	P	P		
Public Administration	92	P	P	P	P	P	P	P	P	P	
			Zoning Districts								
Use Type	**Ref NAICS**	**RA**	**RP**	**RM**	**MH**	**PD**	**GB**	**OI**	**IT**	**GI**	**EC**
MISCELLANEOUS USES											
Adult and Sexually Oriented Businesses									S	S	
Adult Retail									S	S	
Bona fide Farm Purposes		D	D	D	D	D	D	D	D	D	D
Child Care Center		P	S			S	P	P			
Community Boating Facility		SD	SD	SD	SD	SD					
Community Boating Facility in conjunction with a Master Development Plan		SD	PMD	PMD	PMD	PMD					
Disaster Volunteer Housing		D	D	D	D	D	D	D	D	D	

Family Care Home		D	D	D	D	D					
Family Child Care Home		P	P			P	P	P			
Industrial Park										SD	
Marina (Commercial)		SD	PMD			PMD					
Portable Storage Containers		D	D	D	D	D	D	D	D	D	
Private Cemetery less than 6,000 sq. ft.		D	D				D	D	D		
Private Cemetery 6,000 sq. ft. and larger		S	S				S	S	S		
Public Parks		P	P	P	P	P	P	P	P	P	
Private Residential Boating Facility		D	D	D	D	D					
Salvage Operations		S								D	
Storage of Merchandise, Materials or Equipment On Site Inside or Outside An Enclosed Building, Excluding Salvage		S							P	P	
Storage of boats and watercraft outdoors or on dry stack structures							S				
Sweepstakes Center							SD		SD	SD	
Telecommunication Facilities		SD	SD			SD	SD	SD	SD	SD	
Telecommunication Facilities – Public Safety		SD	SD			SD	SD	SD	SD	SD	
Temporary Manufactured Homes		P	P			P					
Temporary Modular/Manufactured Offices						P	P	P	P	P	
Temporary Fruit & Vegetable Stands		P	P								
Temporary Buildings for Construction or Development		D	D	D	D	D	D	D	D	D	
Temporary Events		D					D	D	D	D	

5.3 USES WITH STANDARDS

5.3.1 General

A. These standards shall only apply to those districts and uses where the "S", "PM" or "D" is designated on the use table in Section 5.2.3. In addition to these standards the use shall be permitted in compliance with the general development standards of the underlying