

BRUNSWICK COUNTY BOARD OF COMMISSIONERS
REGULAR MEETING AGENDA
February 17, 2020
6:00 PM

I. Call to Order

II. Invocation/Pledge of Allegiance

III. Adjustments/Approval of Agenda

IV. Public Comments

V. Approval of Consent Agenda

1. Administration - Resolution Adopting the Brunswick County Safety Manual
Request that the Brunswick County Board of Commissioners approve the attached resolution and adopt the Brunswick County Safety Manual.
2. Administration - Resolution Supporting the Second Amendment
Request that the Board of Commissioners adopt a resolution supporting the Second Amendment by declaring Brunswick County a Constitutional Protected Rights County.
3. Clerk to the Board - Meeting Minutes
Request that the Board of Commissioners approve the draft minutes from the February 3, 2020 Regular Meeting.
4. County Attorney - Deed of Dedication for St. James CM-4, Phase 1
Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for St. James CM-4, Phase 1.
5. Finance - Fiscal Items
Request that the Board of Commissioners approve Budget Amendments, Capital Project Ordinances and Fiscal Items of a routine nature on the consent agenda.

-Budget Amendment Utilities Insurance Proceeds

Appropriate \$16,607 of insurance proceeds for the Brunswick Learning Center sewer lift station lightning strike for necessary repairs at the site.

-Budget Amendment and CPO Airport Grant 36237.45.18.1

Appropriate \$403,713 of federal revenues and transfer local match of \$44,857 for airport grant 36237.45.18.1 Corporate Hanger Construction.

-Budget Amendment and CPO Airport Grant 36244.58.11.1

Appropriate \$163,269 of additional Aviation State Aid for grant 36244.58.11.1 Corporate Hanger requiring no additional local matching funds.

-FY16 Water Mains Top 7 and Apollo Budget Amendment and CPO

Transfer \$131,715 from FY16 Water Mains Top 7 and Apollo to the Water Capital Reserve undesignated funds. Contract A and B are both completed, leaving only Contract C and D to be constructed. This project has been placed on hold and will be completed at a later date and funding will be transferred for construction at that time.

-Southeast Water Tank Budget Amendment and CPO

Transfer \$14,450 from the Southeast Water Tank project to undesignated funds in

the reserve. This project has been placed on hold and will be funded when the County moves forward with construction.

-Financial Reports for January 2020 (unaudited)

Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at: <http://brunswickcountync.gov/finance/reports>.

6. Operation Services - Tip Fee Exemption Request
Request that the Board of Commissioners approve a tip fee exemption request at the Brunswick County Landfill for Living Word Full Gospel Fellowship.
7. Planning - Regional Waccamaw River Watershed Study
Request that the Board of Commissioners adopt a resolution approving Brunswick County's participation in the Regional Waccamaw River Watershed Study.
8. Planning - Utility System Development Fee Deferral Agreement: Calabash Meadows Affordable Senior Community
Request that the Board of Commissioners adopt a resolution approving a utility system development fee deferral agreement to support the tax credit application for Calabash Meadows Affordable Senior Community and to authorize County Manager to execute upon document approval by the County Attorney.
9. Tax Administration - February 2020 Releases
Request that the Board of Commissioners approve the February 2020 releases.

VI. Presentation

1. Emergency Services - Ambulance Franchise Request for Columbus County EMS, Inc
Request that the Board of Commissioners hold a hearing to consider approval for an ambulance franchise request from Columbus County EMS, Inc.

VII. Administrative Report

1. Engineering - County Courthouse Addition and Renovation-Recommendation of Award to Monteith Construction Corporation (Wm. L. Pinnix, P.E.)
Request that the Board of Commissioners approve the Notice of Award and execute the construction contract with Monteith Construction Corporation in the amount of \$10,983,000.00 for the Brunswick County Courthouse Addition and Renovation project after County Legal review and approval of the construction contract.
2. Utilities - 211 Water Treatment Plant Lagoon Conversion Project Burnette Enterprises (John Nichols, Director of Public Utilities)
Request that the Board of Commissioners award the contract for the construction of the Brunswick County 211 Water Treatment Plant Lagoon Conversion Project to Burnette Enterprises in the amount of eighty-seven thousand five hundred dollars (\$87,500.00). Of the eight (8) bids received at the January 21, 2020, bid opening, Burnette Enterprises was found to be the lowest bid.
3. Utilities - Cape Fear River Locks and Dams Resolution (John Nichols, Director of Public Utilities)
Request that the Board of Commissioners approve a resolution regarding disposition of the Cape Fear River Locks and Dams.
4. Utilities - Enforcement Response Plan Revision (Donald Dixon, Deputy Director-Wastewater Operations)
Request that the Board of Commissioners approve a revision to the Enforcement

Response Plan (ERP) within the Sewer Use Ordinance.

5. Utilities - NC 811 Facilities Use Agreement (John Nichols, Director of Public Utilities)

Request that the Board of Commissioners approve a facilities use agreement with the North Carolina 811 organization allowing the 811 logo to be painted on the Bell Swamp above-ground water storage tank.

6. Utilities - Timber Sale Old IP (South) Tracts Forestree, Inc., Canal Wood LLC (Donald Dixon, Deputy Director-Wastewater Operations)

Request that the Board of Commissioners approve the sale of timber on the Old IP (South) Tracts 20, 21, 22, 23 as identified in the Forest Management Plan to both Forestree, Inc., (Tract 20) and Canal Wood LLC (Tracts 21, 22, 23) in the amount of \$527,282.30 and authorize the Chairman and Clerk to the Board to approve contracts.

VIII. Other Business/Informal Discussion

IX. Adjournment



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 1.

From:
Eileen L. Gardner, Risk Manager

Administration - Resolution Adopting the Brunswick County
Safety Manual

Issue/Action Requested:

Request that the Brunswick County Board of Commissioners approve the attached resolution and adopt the Brunswick County Safety Manual.

Background/Purpose of Request:

In order to best provide safety in a growing and changing workplace, Brunswick County Risk Management recommends adopting the enclosed Safety Manual. This manual includes safety standards for organization wide uses as well as safety standards for specific occupations. The safety manual has been used informally for a number of years; however, formal adoption is recommended.

It is recommended to adopt as a policy manual and allow the County Manager the ability to amend the Safety Manual on an on-going basis to allow for necessary changes. Changes may be required by the North Carolina Department of Labor, Occupational Safety and Health Division and other governing entities.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

No

County Attorney's Recommendation:

Safety Manual not attached.

County Manager's Recommendation:

Recommend that the Brunswick County Board of Commissioners adopt the Brunswick County Safety Manual to continue to promote a positive safety culture for the employees of Brunswick County.

ATTACHMENTS:

Description

- ☐ 2020-02-17 Resolution Adopting the Brunswick County Employee Safety Manual
- ☐ Safety Manual

County of Brunswick
Office of the County Commissioners



RESOLUTION ADOPTING THE BRUNSWICK COUNTY EMPLOYEE SAFETY MANUAL

WHEREAS, the Brunswick County Board of Commissioners considers the health and safety of employees one of its most important responsibilities; and

WHEREAS, the diversity of occupations in Brunswick County government requires the development of specific safety standards with procedures that address this diversity; and

WHEREAS, Brunswick County requires its employees to respond appropriately in their roles and to follow all established safety rules and procedures; and

WHEREAS, the Brunswick County Safety Manual will provide guidance in operating procedures for all occupations in County government; and

WHEREAS, the Brunswick County Safety Manual will work in conjunction with best industry standards and statutory laws regarding occupational safety, and shall be subject to change as North Carolina Department of Labor, Occupational Safety and Health Division and other statutory laws or regulations are amended; and

WHEREAS, the Brunswick County Safety Manual shall be a living document capable of amendment as needed by the County Manager.

NOW THEREFORE, BE IT RESOLVED that the Brunswick County Board of Commissioners adopts the Brunswick County Safety Manual in order to promote a positive safety culture for the employees of Brunswick County.

This the 17th day of February, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board

BRUNSWICK COUNTY SAFETY MANUAL

PREPARED FOR BRUNSWICK COUNTY EMPLOYEES
BY
BRUNSWICK COUNTY SAFETY REVIEW TEAM

TABLE OF CONTENTS

<u>SECTION I</u>	<u>STANDARD PROCEDURES & PROCESSES</u>	<u>3</u>
SAFETY STATEMENT & POLICY		3
RISK MANAGEMENT		8
NORTH CAROLINA GENERAL STATUTE		11
GENERAL WORKPLACE SAFETY RULES.....		12
WORKER'S COMPENSATION PLAN		13
ACCIDENT /INJURY REPORTING		15
RETURN TO WORK PLAN.....		19
AUTO/PROPERTY DAMAGE REPORTING		21
MINIMUM INSURANCE COVERAGE REQUIREMENTS		23
 <u>SECTION II</u>	 <u>OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE</u>	 <u>25</u>
BLOODBORNE PATHOGENS		25
COMMERCIAL DRIVER'S LICENSE DRUG ALCOHOL TESTING.....		34
CONFINED SPACE ENTRY PROCEDURE.....		38
DRIVING QUALIFICATIONS & EQUIPMENT OPERATIONS		45
ELECTRICAL SAFETY		59
ERGONOMIC WELLNESS		60
FALL PROTECTION.....		61
FIRST AID		62
FITNESS FOR DUTY.....		62
GLOBAL HARMONIZATION SYSTEM (FORMERLY RIGHT TO KNOW ACT)		64
HEARING CONSERVATION.		67
LAB SAFETY		68
LOCK OUT / TAG OUT PROCEDURES.....		76
MATERIALS HANDLING.....		95
OFFICE SAFETY		98
PERSONAL PROTECTIVE EQUIPMENT PROGRAM		99
RECORDKEEPING AND REPORTING INJURIES		100
RESPIRATORY PROTECTION PROGRAM		100

HAZARD IDENTIFICATION, ASSESSMENT AND CONTROL	109
JOB HAZARD ANALYSIS	109
SAFETY INSPECTIONS	110
RECORDKEEPING AND REPORTING INJURIES	111
SAFETY SHOE PROGRAM	112
SAFETY TRAINING	113
SAFETY TRAINING CALENDAR	113
TRENCHING AND EXCAVATION SAFETY POLICY	114
WORKPLACE VIOLENCE	122
 <u>SECTION III</u> <u>EMERGENCY ACTION PLANNING</u>	 123
EMERGENCY ACTION PLAN	123
ADVERSE WEATHER CONDITIONS	124
BOMB THREAT	124
EMERGENCY EVACUATION	125
FIRE	126
FLOOD	127
GAS LEAK	127
HAZARDOUS MATERIALS	127
SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN	128
 <u>SECTION IV</u> <u>APPENDIX</u>	 185
SAFETY INSPECTION REPORT	186
OUTSIDE STORAGE AREA INSPECTION FORM	193
GARAGE AREA INSPECTION REPORT	195
INSPECTION REPORT FUEL TANK DISPENSING AREA	198
INSPECTION REPORT WELDING SHOP AREA	200
LOCK OUT / TAG OUT SAMPLE CONTROL PROCEDURES	204
PERSONAL PROTECTIVE EQUIPMENT HAZARD ASSESSMENT	208
TRAINING - PROPER USE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)	211
DRIVER'S VEHICLE INSPECTION REPORT	217

SECTION I STANDARD PROCEDURES AND PROCESSES



BRUNSWICK COUNTY SAFETY STATEMENT

It is the intent of Brunswick County to provide a safe environment for the employees and public they serve. Safety hazards and potential loss situations can be minimized through the involvement of the management team, supervisors and employee involvement in cooperation with safety programs.

All employees are expected to cooperate in safe practices by adhering to the safety regulations and guidelines of the Brunswick County Safety Manual while performing their duties.

The County Manager shall set the direction and enforcement of safety and health programs. This role includes approval of safety policies and programs. The Department Directors, Division Heads and Supervisors are responsible for developing proper attitudes that support a safety culture in themselves and in those they supervise.

All employees have a responsibility to work safely, use protective equipment and comply with Brunswick County's Safety Programs. Employees are encouraged to participate and give suggestions for improvement through department meetings, during discussions with supervisors or the Safety Review Team at any time.

The establishment of a Safety Review Team and sub-committees composed of representatives from various departments of the County, with regularly scheduled safety meetings will demonstrate and support the safety culture of Brunswick County. Each new employee will be required to attend a new employee orientation provided by the Human Resources Department. Orientation will provide the introduction to the safety culture, specific safety rules and programs outlined in this document. Further, training specific to their occupation, designated environment and work group will be provided at the department level and closely supervised until it is ascertained that he/she is fully capable of performing his/her duties in a safe manner.

Brunswick County's vision of an injury free workplace can be achieved through establishment of and compliance with safe work practices and procedures. The prevention of bodily injury and safe guarding of health are the first considerations in all workplace actions and are the responsibility of every employee at every level.

Chairman, Brunswick County Commissioners

Date

Randell Woodruff

Brunswick County Manager

Date

The Safety Manual will be available in each department and on-line on the County's website (www.brunswickcountync.gov).

BRUNSWICK COUNTY PERSONNEL MANUAL SAFETY POLICY

SECTION V PERSONNEL STANDARDS

Policy #530 SAFETY

PURPOSE: Brunswick County employees have a right to work in safe surroundings. Brunswick County is strongly committed to providing a safe workplace.

SCOPE: This policy presents the County's commitment to safety, as well as a description of safety programs and procedures. It includes supervisor and employee responsibilities, accident reporting procedures, safety training, inspections, use of protective equipment and penalties for violations of safety rules.

POLICY AND PROCEDURE:

- 1. ORGANIZATIONAL COMMITMENT TO SAFETY**
 - 1.1 The County is committed to maintaining a safe and healthful environment for its employees, and will take the following actions to ensure that this commitment is carried out:
 - 1.1.1 Monitor County activities to identify safety and health risks.
 - 1.1.2 Take whatever steps are necessary to minimize risks that are discovered.
 - 1.1.3 Communicate County policy and programs to all employees and relevant government agencies.
 - 1.1.4 Encourage employee awareness of safety and health risks, and encourage employees to report any violations of policy or new risks that he/she may observe.
 - 1.1.5 Plan new procedures or facilities with safety as a primary goal.
 - 1.1.6 Comply with all ADA and all state and federal requirements.
 - 1.1.7 Provide to employees and visitors any health or safety equipment that is needed to minimize risk and/or satisfy government requirements. If damaged or excessively worn, such equipment will be promptly replaced. No employee may work without wearing designated safety equipment.
 - 1.1.8 Not discriminate against or discharge any employee for initiating proceedings against the County, testifying before any government agency, or exercising any right provided by any government agency relating to our health and safety practices.

- 1.1.9 Fully inform all new or prospective employees of any health hazards related to his/her job or to working on County premises.

2. RESPONSIBILITIES OF THE COUNTY SAFETY COMMITTEE/ SAFETY OFFICER

- 2.1 The County Safety Committee / Officer is appointed by the County Manager and is responsible for the development and maintenance of the organization's safety programs. The Safety Committee / Officer's specific responsibilities include:
 - 2.1.1 Ensuring compliance with all safety-related regulations of federal, state, and local governments.
 - 2.1.2 Conducting regular formal and informal safety inspections of all County work areas to ensure that County policies are being followed and to seek out any new sources of health or safety risk.
 - 2.1.3 Representing the County in relations with government agencies affecting health and/or safety, including on-site inspections. It is the policy of the County to cooperate fully with agencies that monitor compliance with health and safety regulations.
 - 2.1.4 Developing and carrying out training and retraining programs in safety and health practices for all employees, as required, or in excess of the requirements of government agencies.
 - 2.1.5 Keeping records of safety policies, practices and procedures as prescribed by government regulations.
 - 2.1.6 Posting any notices or records that may be of interest to employees or that are required by government agencies.
 - 2.1.7 Receiving and acting on any violations of policy or observations of health or safety risks that may be reported.
 - 2.1.8 Making sure County equipment is in safe working order.

3. RESPONSIBILITIES OF SUPERVISORS

- 3.1 All personnel who directly supervise one or more employees hold the following health and safety related responsibilities:
 - 3.1.1 General knowledge of health and safety related procedures for all areas under his/her control.
 - 3.1.2 Inspect his/her work areas regularly to monitor compliance with policies. Train or

arrange health and safety training for all employees.

- 3.1.3 Discipline any employee who violates health or safety procedures.
- 3.1.4 Supply Safety Committee / Officer with any information requested.
- 3.1.6 Cooperate with Safety Committee / Officer in communicating and implementing new policies and in preparing for official inspections.
- 3.1.7 Report violations of policy to Safety Committee / Officer.

4. RESPONSIBILITIES OF EMPLOYEES

- 4.1 Each employee of the County holds the following health and safety-related responsibilities:
 - 4.1.1 Follow all County health and safety-related policies and procedures.
 - 4.1.2 Report any violation of policy to the County Committee Safety / Officer.
 - 4.1.3 Work only with tools and equipment that are in proper working order. Report any damaged or malfunctioning equipment immediately to the supervisor.
 - 4.1.4 Always wear proper safety equipment.
 - 4.1.5 Keep work areas clean and neat.
 - 4.1.6 Immediately report any work-related accident, injury or illness to the Safety Committee / Officer.

5. PENALTIES FOR VIOLATION OF SAFETY RULES

- 5.1 Any employee of the County who violates a health or safety policy will be subject to disciplinary procedures as described in Section II, Policy #250 of this manual.

BRUNSWICK COUNTY SAFETY PROGRAM

Specific organizational safety goals and performance standards have been established to incorporate incentives for departments and individuals to recognize improvements in workplace safety.

Expected Outcome

- Reduced employee injury
- Improve safety awareness
- Reduction in claims cost

Safety Standards

- Performance Indicators
- Recognition Methods

Performance Indicators

In order to achieve the desired results, reduced employee injury and program cost containment, the measurement components chosen are directly related to one another and provide benchmarks for productivity and profitability for the organization.

- Prompt Reporting – tracks the number of days in which a department reports a workplace accident. This enables each department to follow accident reporting procedures; get medical attention promptly, contain costs and identify cause of injury
- Early Return to Work – uses current Return to Work program to support injured employees by following the treating physician's recommendation until fully duty is achieved. This also allows the organization to minimize indemnity dollars spent on workplace injuries.
- Days Away Restricted Transferred – using the industry standard equation to measure days away from work, enables the organization to compare industry data and measure annual successes. Days Away Restricted or Transferred will be measured within the organization, annually by the use of the standard industry formula;

$$\frac{\text{Lost Time Acc.} \times 200,000}{\text{Hrs. Worked}} = \text{Incident Rate}$$

- Severity Rate – captures cost of claims paid annually by organization. Use of this benchmark tool will capture the loss ratio for the organization. This will also assist in determining reserves to fund the program going forward. Building up reserves will provide for a financially sound plan while departments showing improvements in focus areas for new and/or protective equipment purchases.

$$\frac{\text{Total Cost of Claims} \times 200,000}{\text{Hrs. Worked}} = \text{Severity Rate}$$

Department heads will be given data relating to key safety performance indicators. Each Department Director should provide feedback to employees in areas where improved worker safety is needed. Directors may request from Risk Management additional training or safety data as needed.

Recognition Methods *(The following is an example of one recognition method)*

Brunswick County actively supports methods of recognition for increasing worker safety while reducing the direct and indirect costs of accidents and injuries. This safety program encourages departments to improve safety by providing total performance in four focus areas for the calendar year. Each department showing improvements by a previously agreed upon percentage over the previous years' four focus areas, will be recognized by one or more of the following methods depending on the significance of improvement;

- Recognized by the Commissioners and County Manager in a public forum.
- Marquee displayed in front of Brunswick County Government Center announcing achievements
- Departments with improvements in the focus areas will be eligible for the maximum percentage allowable for safety in the performance appraisal system
- Presentation of a plaque stating the achievements of the department
- Upon County Manager's approval; once significant improvements in focus areas are obtained in departments, a portion of departmental savings can be disbursed for the purchase of new and/or protective equipment

Recognition Eligible Departments - Safety Incentives will include all Brunswick County Departments whose payroll is disbursed from the County Finance Department.

RISK MANAGEMENT

1. Risk Manager

- 1.1 Brunswick County's Risk Manager is appointed by the County Manager and is responsible for:
 - 1.1.1 Development and implementation of the organization's safety programs.
 - 1.1.2 Bind insurance coverage for activities the County of Brunswick engages in to protect people, property and the environment.
 - 1.1.3 Ensure compliance with Federal, State and Local laws as they pertain to occupational safety.
 - 1.1.4 Represent the County in relations with government agencies affecting occupational safety and health. Upholding the position of the County by asserting compliance.
 - 1.1.5 Analyze reports and disseminate information concerning safety issues.
 - 1.1.6 Conducts and/or assists in inspections of all County facilities.
 - 1.1.7 Conduct and/or assists in district wide safety training activities.
 - 1.1.8 Implement the formation and direct the activities of a Brunswick County Safety Review Team, focusing on accident prevention.

2. Responsibility of the Safety Review Team/Mission Statement

- 2.1 Brunswick County's Safety Review Team will work to maintain a primary focus of accident prevention. By providing leadership in the field of safety to employees through training, education and benchmarking safety performance; accidents can be minimized. Controlling hazards throughout the organization gives employees a safety culture where prevention is paramount and value is a workplace tool.
- 2.2 The Safety Review Team is comprised of department directors, employees and supervisors. They are charged with upholding compliance and review of activities to ensure safety for all employees of Brunswick County. Responsibilities of the Safety Review Team are:
 - 2.2.1 Review and/or investigate all accidents and provide recommendations for corrective action.
 - 2.2.2 Create and maintain a high level of interest in and awareness of safety among all employees.
 - 2.2.3 Develop safety policies and procedures for the Brunswick County Employee Safety Manual.
 - 2.2.4 Conduct inspections of all County facilities and recommend corrections for areas of noncompliance, if any.
 - 2.2.5 Encourage feedback from all employees in every area of the County with regard to problems, ideas and solutions related to safety.
 - 2.2.6 Inform employees about new safety policies, training programs and other safety related matters.

3. Membership of the Safety Review Team

- 3.1 In order to promote safety programs in all occupational work groups, the safety committee shall have management level representation from various departments throughout the County. Members are appointed to a two-year term, however, they can opt to serve longer, provided the member group agrees and their work is focused on the goals of the Safety Review Team for the good of the organization as a whole. When a member is failing to perform the duties of the Team, it is brought to the full attention of the Team for recommendation of improvement or replacement. When a member is rotating off the Team, they will do so at the end of each calendar year unless extenuating circumstances prevail. All members serving on the Safety Review Team shall be approved by the County Manager.
- 3.2 The Risk Manager shall be a constant advisory member of the Team. Meetings shall be the first Thursday of each month at a location agreed upon by the Team; special meetings may be called as needed. The assigned roles will be a facilitation style as follows: meeting leader, timekeeper, meeting coach, recorder, gatekeeper, scribe and ground rules judge. Each of the duties is detailed in the assigned roles for team meetings. Annually, there will be a retreat to informally evaluate each committee member and a review of the committee work during the past year, as well as identify goals for the upcoming year. This is to ensure the focus remains and the team is a productive work group serving Brunswick County employees and citizens.

4. Order of Business for the Safety Review Team

- 4.1 Each meeting may consist of an agenda as follows: review of prior meeting minutes, action item updates, new business, guest speaker/new member, subcommittee reports and break out sessions. The Team breaks out into the following subcommittees: Loss Control Team, Inspection Team and Policy Review Team. The work of each subcommittee shall be:
 - 4.1.1 The Loss Control Team will review all accidents occurring within the last 60 day period. They will determine whether an accident was preventable or non- preventable based on the facts given. When questions arise which warrant additional information not provided in the incident report, the employee involved in the incident may be called in to provide a recount of the incident in question. The team will then make recommendations for corrective action, if any. If needed copies of the determination and recommendation are forwarded to the Department Head and County Manager.
 - 4.1.2 The Inspection Team will conduct periodic site visits to perform safety audits of the most publicly frequented County owned facilities. The safety audit consists of visual inspections of conditions and processes at a location designated by the team. The safety audits are documented on a Brunswick County Safety Inspection sheet and a copy given to the responsible occupant, with a recommendation for correction of items that are known hazards
 - 4.1.3 The Safety Procedure Team is responsible for developing and implementing organizational procedures, inclusive of this Brunswick County Safety Manual. They must establish employee safety as the first priority and hold departments accountable for achieving safe environments and upholding established procedures and/or policies. When writing a safety procedure or policy the team must determine NC OSHA regulations required and other agencies having jurisdiction on said topic, and prepare drafts for the Safety Review Team and affected departments prior to going to County Manager for Board of Commissioner's approval.
- 4.2 Department Directors are responsible for:
 - 4.2.1 Establishing and maintaining a safety program within their department.
 - 4.2.2 Promoting safe and healthful working conditions and practices within the department.
 - 4.2.3 Appointing a staff member or designee to coordinate safety efforts in the department.
 - 4.2.4 Ensure that safety procedures pertinent to their department's activities are developed and enforced.
 - 4.2.5 Observing safety conditions of the department on a regular basis and remove any recognized hazards.
 - 4.2.6 Assuring appropriate training for supervisors, safety coordinator and employees.
 - 4.2.7 Assuring that all supervisors/designees complete an employee attendance record for each training event and submit to the departmental safety coordinator.

- 43 Supervisors are responsible for:
- 431 Obtaining a working knowledge of occupational safety laws as they pertain to the work of the employees they supervise.
 - 432 Work with Risk Management to identify safety sensitive occupations, work methods or locations.
 - 433 Providing adequate job training and instructions for their employees to perform daily work assignments in a safe and efficient manner.
 - 434 Observing and evaluate working conditions and equipment. (Use inspection forms in appendix).
 - 435 Correcting any unsafe conditions or unsafe acts found.
 - 436 Encouraging employees to report all unsafe conditions and practices.
 - 437 Promptly investigate all accidents and complete required reports forwarding them the Department Head.
 - 438 Providing counsel when necessary to encourage the safety culture of Brunswick County.
 - 439 Complete an employee attendance record for each training event and submit to the departmental safety coordinator.

NORTH CAROLINA GENERAL STATUTE

Williams- Steiger Safety and Health Act of 1970

To assure safe and healthful working conditions for all working men and women; by authorizing enforcement of the standards developed under the Act; by assisting and encouraging the States in their efforts to assure safe and healthful working conditions by providing for research, information, education and training in the field of occupational safety and health, and for other purposes. An important section of this act is section 5(a)(1) also known as the General Duty Clause. The act states:

- (a) Each employer --
 - (1) shall furnish to each of his employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to his employees;
 - (2) shall comply with occupational safety and health standards promulgated under this Act.
- (b) Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to this Act which are applicable to his own actions and conduct.

WORKPLACE SAFETY RULES

1. General

- 1.1 Every employee shall be responsible for supporting the safety culture of Brunswick County by demonstrating an individual commitment to incorporate into the workplace. The following guidelines are established for employees in County work areas:
 - 1.1.1 Job safety is the responsibility of each employee. Exercise good care and judgment to prevent accidents.
 - 1.1.2 Work with tools and equipment that are in proper working order, inspect prior to use.
 - 1.1.3 Report all job-related injuries to your immediate supervisor as soon as possible. Federal and State OSHA regulations and Worker's Compensation laws require prompt reporting of accidents and injuries.
 - 1.1.4 Never compromise safety for expediency.
 - 1.1.5 Attend all department safety training and specialty training required.
 - 1.1.6 Keep your work area clean to decrease hazards. Use inspection forms in appendix.
 - 1.1.7 Employees under a doctor's care taking prescribed medicines, that could negatively affect your performance, must be reported to supervisor.
 - 1.1.8 Traffic safety rules must be observed.
 - 1.1.9 Smoke only in designated areas.
 - 1.1.10 Report to work in appropriate clothing suitable for the type of work performed.
 - 1.1.11 Wear all protective equipment as required.
 - 1.1.12 Obey warning signs and tags. They are posted to point out hazards.
 - 1.1.13 Use the handrails on steps and other elevated areas.
 - 1.1.14 Operate only the equipment and machinery you have been trained and/or authorized to use.
 - 1.1.15 Do not operate equipment or machinery with guards missing or broken.
 - 1.1.16 Never remove or disable any safety device
 - 1.1.17 Never reach over moving parts of equipment or machinery.
 - 1.1.18 Perform daily workplace inspections visually. Inspect weekly using inspection forms from appendix. Regularly inspecting work areas reduces hazards and maintains a clean and orderly workplace.
 - 1.1.19 All aisles, stairways, exits and access ways should be kept clear.
 - 1.1.20 Lay extension cords and hoses in such a way as to minimize tripping or obstructions to traffic.
 - 1.1.21 Clean up spills immediately to avoid hazards. In the event of clean up delay, the area must be appropriately guarded, posted or roped off.
 - 1.1.22 Sharp or pointed objects should be stored to prevent persons from coming in contact with them.
 - 1.1.23 Wastebaskets should be emptied into approved containers.
 - 1.1.24 All switches or drives on machinery should be shut down, locked out and properly tagged before cleaning, oiling or repairing.
 - 1.1.25 Electrical panels and fuse boxes should be kept closed at all times and the surrounding area kept clear.
 - 1.1.26 Working under the influence of alcohol or illegal drugs or using them at work is prohibited.
 - 1.1.27 Firearms or explosives are prohibited at work.

WORKER'S COMPENSATION PLAN FOR INJURED EMPLOYEES

The purpose of this plan is to ensure medical attention is provided in accordance with the North Carolina Industrial Commission's Workers' Compensation Act to employees who sustain compensable injuries or illnesses, which arise out of or are found to be within the course and scope of their employment. Brunswick County will encourage and assist in early return to work of employees. This policy shall be accomplished through the use of modified duty work, work hardening and other means as may be appropriate and recommended by the treating physician.

All employees of the County (probation and regular established full-time, part-time, elected official and temporary) are covered by the North Carolina Workers' Compensation Act and are entitled to medical attention and appropriate weekly indemnity for injuries or illnesses, which arise out of or are found to be within the course and scope of their employment in accordance with the North Carolina Industrial Commission.

1. Compliance

1.1 Brunswick County will work in coordination with other agencies which establishes the rules and regulations as they pertain to worker's compensation.

1.1.1 North Carolina Industrial Commission:

This agency establishes the rules and regulations under which the Workers' Compensation Act is administered. Determination of liability and all bills for payments as a result of the injury will be processed according to these rules and regulations. In cases where the County and the injured employee cannot agree on liability or compensation, the employee may file an appeal with the NC Industrial Commission.

1.1.2 North Carolina Occupational Safety & Health Administration (NC OSHA):

Workplace injuries and illnesses that may qualify under the NC Occupational Safety & Health Administration may or may not be qualified as Workers' Compensation. With the assistance of Risk Management and the reporting department, the accident status for OSHA recordkeeping will be determined.

1.1.3 Third-Party Administrator:

Brunswick County has contracted a third-party administrator to manage Workers' Compensation claims. The third-party administrator will work with County administration to determination liability, authorization of treatment, bill processing, weekly compensation benefits and forms filing. Contact Risk Management for the name and telephone number of the current third-party administrator.

2. Responsibilities

2.1 Employee Responsibility:

2.1.1 Notifying the supervisor of the accident immediately and completing an Employee Accident/Injury Report Form (located on page 16).

2.1.2 Contacting Department Head and/or Risk Management PRIOR to receiving any medical treatment (life threatening accidents occurring after normal 8-5 working hours may be directed to the nearest hospital).

- 2.1.3 Comply with the Accident Reporting Procedures and complete Employee Accident/Injury Report.
 - 2.1.4 Following the orders of the approved treating medical professional.
 - 2.1.5 Providing all medical correspondence to the Department Head or Risk Management immediately.
- 2.2 Department Head Responsibility:
- 2.2.1 Evaluating the injury and contacting Risk Management to arrange for medical treatment (life threatening accidents occurring after normal 8-5 working hours may be directed to the nearest hospital).
 - 2.2.2 Follow Accident Reporting Procedure and ensure an Employee Accident/Injury Form is forwarded to Risk Management within 24 hours from the date and time of the injury.
 - 2.2.3 Notifying Risk Management for the specifics on restricted or modified return to work duty.
 - 2.2.4 Maintaining complete confidentiality of all work-related injuries.
 - 2.2.5 Investigating the accident or unsafe act and recommending measures to eliminate or reduce the hazard.
 - 2.2.6 Assisting in controlling the cost associated with work related injuries and illnesses.
 - 2.2.7 Ensure procedural notifications are posted at all work locations and visible to all employees
- 2.3 County Administration Responsibility:
- 2.3.1 Shall ensure the injured employee receives benefits provided by the North Carolina Workers' Compensation Act if applicable.
 - 2.3.2 Shall oversee costs associated with work related injuries and illnesses.
 - 2.3.3 Shall monitor designated Workers' Compensation administrator for ensuring effective processing and monitoring of all claims.
 - 2.3.4 Communicate Workers' Compensation Policy and procedures to all employees and management and oversee Workers' Compensation program.
 - 2.3.5 Shall participate in the North Carolina Industrial Commission hearings or mediations when necessary.
 - 2.3.6 Responsible for reporting all injuries to the third party administrator via completion of Industrial Commission Form 19 requirement within three days from the date of knowledge of any injury as required the third party administrator. This is in compliance with NCIC five (5) day reporting rule.
 - 2.3.7 Shall communicate with third party administrator to pre-approve all medical treatment for injured employee.
 - 2.3.8 Analyze loss runs to determine accident trend and review training opportunities for County.



BRUNSWICK COUNTY ADMINISTRATIVE PROCEDURE ACCIDENT /INJURY REPORTING FOR EMPLOYEES

The following instructions are to be followed when an employee is injured on the job:

1. Injured employee reports incident immediately to supervisor.
2. Employee or Supervisor fills out Accident Report Form and forward to Risk Management (RM). It is the responsibility of the employee to report the incident and complete the Injury Report Form, unless the supervisor has designated additional personnel to assist.
3. If medical attention is needed, the supervisor or RM assigns Medical Authorization for Treatment Form. *(Employees must go to nearest hospital after 8pm for medical assistance).*
4. Employee goes to County approved medical facility with Medical Authorization for Treatment Form. *(The employee should never give their Health Care card or number to the doctor or hospital).*
5. If permitted by doctor, the employee returns to work. Bringing the completed Medical Authorization for Treatment Form. If follow up visits are required after the employee has been released to return to work, the employee must give any medical status reports he/she receives from the physician to the supervisor.
6. All completed forms must be forwarded to Risk Management.
7. Witness statements, if any, must be forwarded to Risk Management.
8. If the employee is not permitted to return to work, they must contact their supervisor to discuss any recommendations or treatment plans prescribed. The employee shall make sure the supervisor received the signed authorization report from the doctor or hospital requiring leave from work. All information must be forwarded to Risk Management.
9. If medical follow up or a prescription is required, and Risk Management has received proper documentation, the employee must notify their supervisor of medical instructions to follow. The participating pharmacy chains; CVS Pharmacy, Kerr Drug Store, Walgreens, and Wal-mart Pharmacy, will provide the prescription without any out of pocket expense to the employee due to a workplace accident.

Facts about Worker's Compensation Insurance

The employee is entitled to no compensation for the first seven days of disability unless the disability continues for more than twenty-one (21) days. The employee may take sick, vacation or leave-without- pay during this seven day waiting period. The seven-day waiting period includes weekend days thus requiring the employee to use only 40 hours of leave.

Should the disability continue more than twenty-one (21) days, the employee is paid at a rate of 66.6% of his/her weekly wage until the doctor releases him/her to return to work. Benefits can be paid as long as he/she is totally disabled. He/she can collect reduced benefits if released for modified duty and earning a reduced wage. ***If the employee has any questions regarding an injury or these procedures he/she should contact Risk Management at 253-2026 or 253-2078.***



EMPLOYEE ACCIDENT / INJURY REPORT FORM

FULL NAME: _____
First Middle Last

Social Security No.: _____

Address: _____
PO Box or Street
City State Zip

Date of Birth: ____ / ____ / ____

Marital Status _____ ☐ (M) ☐ (F) # of Children under 18 _____

Home Phone No. _____

Cell Phone No. _____

Work Phone No. _____

Department: _____ Date of Hire: _____

Occupation: _____ Status: _____

Full-Time, Part-Time, Seasonal, Volunteer, Etc.

Physical Location Where Injury/Incident Occurred _____

Describe Fully How Injury Occurred (Specify activity you were doing before the incident occurred and the events leading to the incident or illness. (Use back of sheet if necessary equipment, materials, chemicals, etc. you were using)

List all injuries and specify body part(s) involved (e.g. right or left) _____

Date and Hour You Returned to Work _____ : _____ am pm Full-Duty Light-Duty
☐ ☐ ☐

Dates of Restricted Work _____ to _____

Estimated Length of Restriction / Disability _____

Transfer to another Job ☐ yes ☐ no

Dates worked in transfer position _____

Name(s) of Witness(es) to Injury _____

Name and Address of Outside Employment, if applicable: _____

Beginning Date of Outside Employment, if applicable: _____

TO BE COMPLETED BY SUPERVISOR:

Is Post Accident or CDL Drug Alcohol Testing required ☐ Yes ☐ No

Was Safety Equipment Provided ☐ Yes ☐ No

Was Safety Equipment In Use At The Time ☐ Yes ☐ No

Treating Physician/Health Care Provider or Hospital (Name and Address):

Initial Treatment

- ☐ No Medical Treatment
☐ Minor: By Employer
☐ Minor Clinic/Hosp
☐ Emergency Care
☐ Hospitalized > 24 HRS

Phone #: _____

Supervisor Name (please print) _____

Supervisor Signature _____

Date _____

Phone #: _____ 16

E Mail: _____



BRUNSWICK COUNTY GOVERNMENT ADMINISTRATIVE PROCEDURE WORKERS' COMPENSATION LEAVE FOR INJURED EMPLOYEES

- A. An employee absent from duty because of a sickness or disability covered by the North Carolina Workers' Compensation Act may elect to use accrued sick leave or vacation for the first seven days of an injury. Workers' Compensation does not pay for leave time for the first seven days unless the employee is required by treating authority to be out for at least 21 days (after being absent for 21 days, Workers' Compensation will pay the first seven day waiting period). It will be the employees' responsibility to notify their Department Head and Human Resources of their decision for the pay period involving the seven-day waiting period. Timesheets must reflect the decision and be marked Workers' Comp on the days in which leave is taken.
- B. **Additional Leave Options:** On the eighth day of the authorized absence, the employee will automatically be placed on Workers' Compensation leave. The employee will receive 66 2/3% of gross wages (wages calculated from date of injury to one year prior to injury, not current gross salary) for lost time due to the injury or illness. The employee may elect to supplement Workers' Compensation payments by using compensatory sick leave or annual leave after they begin disability provided that the combination of leave supplement and Workers Compensation payments do not exceed normal compensation. If the employee elects to use compensatory time as a supplement, it shall be paid on a temporary payroll at the employee's hourly rate of pay. It will be subject to State and Federal tax withholdings and Social Security.
- C. **Use of Leave for Additional Medical Treatment:** Employees injured on the job and have medical appointments during regularly scheduled working hours shall not be charged sick leave or annual leave for time away from work. Paid time should be limited to reasonable time for treatment and travel. Any time in excess of this will be charged as sick leave, annual leave or leave without pay. Employees should try to schedule appointments at a time most convenient for their workplace. The employee is expected to return to work after medical treatment unless approved by authorized healthcare provider has prohibited return to work.
- D. **FMLA:** Qualified employees will be placed on FMLA which it will run concurrent with Workers' Compensation. See FMLA policy for additional details of qualifications.

1. Benefits While on Leave

- 1.1 The following is benefit information available to the injured employee while on approved Workers' Compensation Leave:
 - 1.1.1 Medical and dental insurance premiums will not be paid by the County. Premiums for any dependent coverage must be paid by the employee directly to the County.
 - 1.1.2 Employees eligible for longevity pay while on leave will continue to receive their annual payments.
 - 1.1.3 Any cost of living increases, bonuses, etc. in which the employee did not receive due to leave will be reinstated to the employee upon returning to work.
 - 1.1.4 The employee shall not continue to accumulate annual and sick leave for use upon returning to work.

- 1.1.5 All other payroll deductions for optional benefits (AFLAC, 401K, Life Insurance, etc.) will be the responsibility of the employee. Payments should be made by the employee directly to the County.
- 1.1.6 Employees will not be eligible for County contributions to the retirement system.
- 1.1.7 Employee is entitled to collect reimbursement from the third-party administrator for medical treatment provided they travel 20 miles or more roundtrip. It is the responsibility of the employee to notify Human Resources and request possible travel reimbursement.

2. Temporary and Part-Time Employees

- 2.1 All temporary employees and all part-time employees ineligible for benefits will be placed on inactive status and will receive only benefits which they may be eligible for under the Workers' Compensation Law. All part-time employees eligible for benefits will receive pro-rated benefits as discussed in the Benefits While on Leave section of the Workers' Compensation Policy.

3. Discipline and Consequences

- 3.1 Failure to Report Injury: Any employee involved in an on-the-job injury or illness who does not report it immediately will receive disciplinary action up to and including termination and may be subject to denial of benefits under the North Carolina Workers' Compensation Act.
- 3.2 Failure to Seek Authorized Medical Treatment: It is the County's responsibility to provide appropriate medical treatment for all work-related injuries and illnesses. Any employee injured on-the-job who does not get prior approval on medical treatment (excluding life threatening accidents and after normal business hour 8-5 accidents) will jeopardize payment of bills incurred related to the accident. In addition, failure to follow procedures as set forth in the Workers' Compensation Policy will result in disciplinary action up to and including termination.



BRUNSWICK COUNTY GOVERNMENT ADMINISTRATIVE PROCEDURE RETURN TO WORK PLAN FOR INJURED EMPLOYEES

- A. It is the practice of the Brunswick County to encourage and assist in the early return to work of employees that have been injured due to the course of their employment. This shall be accomplished through the use of modified duty, work hardening and other means as may be appropriate and recommended by the treating physician.
- B. In order for an employee to be considered for modified/light duty, a written signed authorization from a county approved medical professional must be furnished after a workplace injury has occurred. The authorization must detail specific physical duties the employee can and cannot perform along with anticipated duration of the condition. It is the responsibility of Risk Management and the Department Head to accommodate for the employee's limitations, either by minimizing the physical demands of his/her regular job or seeking another position within the County which meets the specific recommendations as specified by the authorized health care provider. The employee may not use sick leave, annual leave, or leave without pay in lieu of returning to work while on modified duty status.
- C. If the medical provider outlines restrictions on an employee's physical ability, and modified work is determined to be a viable solution by Risk Management and the Department Head. Brunswick County will make every effort to accommodate employees who require restrictions due to workplace injuries. It is at the discretion of Risk Management and the Department Head to place an injured employee in a different position for a designated time.
- D. No permanent jobs will be created to accommodate a disability from a work-related injury. Modified Duty Program assignments will be reviewed every two weeks by the Department Head or designee. Modified duty can extend up to ninety days. Extensions up to an additional ninety days will be allowed only with physician recommendation and frequent departmental reviews.
- E. In the event the County cannot provide modified duty work or lost time from work is required by the authorized medical professional, the employee will be placed on Workers' Compensation Leave as discussed in Section 7 of the Workers' Compensation Policy.
- F. Upon completion of the modified duty period as prescribed by the treating physician, medical certification must be provided to Risk Management PRIOR to returning to regular duty.

SAMPLE TEMPORARY DUTY ASSIGNMENT FORM

Employee: _____

Temporary Assignment: _____
(Department & Job)

The above-referenced employee accepts the aforementioned modified assignment on a temporary return-to- work basis. The employee understands that the modified duty assignment is temporary and that the temporary assignment in no way affects his/her employment at-will status. The employee understands that he/she has a duty to report any changes made by physician or changes in medical condition immediately to his/her supervisor.

Accordingly, the employee understands and acknowledges that this temporary assignment change the status of their at will employment, nor does it create an agreement of employment for a specified term; but rather a temporary assignment in conjunction with the modified duties as prescribed by the treating medical professional for a qualifying workplace injury.

SIGNED: _____
Employee Date

DEPARTMENT HEAD: _____

RISK MANAGEMENT: _____



BRUNSWICK COUNTY GOVERNMENT ADMINISTRATIVE PROCEDURE AUTO/PROPERTY DAMAGE REPORTING

The following instructions are to be followed when there is loss or damage to Brunswick County Property:

1. When damage to Brunswick County property occurs; the department that has experienced property loss or damage prepares an Auto/Property Loss Report (attached). *If a County vehicle is involved in an accident, call 911 and do not leave the scene of the accident until law enforcement has authorized you to do so. You must exchange pertinent information with all parties involved prior to leaving accident scene.*
2. If there is an injury involved, such as vehicle accident where medical attention is needed, a separate Accident/Injury Report must accompany the County Auto/Property Loss Report. Follow protocol outlined in Accident Reporting Procedures for Employees form. Department Head or designee must ensure medical attention is obtained and send all completed forms to Human Resources.
3. If a County vehicle is involved in an accident, the employee must complete the Auto/Property Loss Report for their immediate supervisor to provide to Risk Management. The vehicle must be taken to Brunswick County Operations Service Center along with the completed Auto/Property Loss Report for estimate of damages and inspection after the incident to ensure safe equipment operations.
4. Once determination of responsibility is made and the shop has an estimate of damages; the Service Center will authorize repairs. The Service Center will make necessary arrangements for payment to vendors performing repairs to equipment.
5. Risk Management will generate claims to capture losses and obtain any reimbursements on the County's behalf.
6. The Operations Service Center will invoice the department involved in the accident for reimbursements of repairs made. The responsible department will then authorize the Finance department to make reimbursement to Operation Services for repairs to vehicle.
7. Finance will process a journal entry to debit responsible department expenditure code and credit Operation Services expenditure code.
8. Once reimbursements have been received, Risk Management forwards check to Finance coded to general or enterprise fund with notation of claim status and department involved.
9. Finance will request the Board of Commissioners appropriate the insurance proceeds to the department where accident originated. Upon board approval, Finance will process an appropriation to add funds to the expenditure budget of the line item charged.

When a department experiences a property loss due to lightning, theft, flood or any other peril, the loss report must be completed and sent to Risk Management. Once a claim is filed, a department may be required to provide supporting documentation such as police reports, witness statements, receipts, pictures for proof of loss to provide to insurance carriers. The status of claim may depend on the information provided as to whether or not is compensable. At any time the status of a claim may be obtained from Risk Management.



BRUNSWICK COUNTY AUTO/PROPERTY LOSS REPORT

- Immediately after a property incident or loss, complete this form and send it to the Risk Manager in Administration.
- The accident vehicle must be taken to the County Garage to receive a road safety clearance inspection after the incident.

Reporting Employee _____ Phone number _____

Date, time of incident _____ Location of Incident _____

Department _____ Date of Birth _____ Date of Hire _____

County Vehicle or Equipment involved (type, year & tag # & vin #)

Officials Involved: Officer Name: _____ Report Number _____

REQUEST COPY OF EXCHANGE FORM FROM OFFICER

Description of Incident

Claimant (Property Damage)

Owner _____ Home Phone # _____

Address _____ City _____ State _____ Zip _____

Property Damage (include proof of loss receipts, photos etc.)

Claimant (Bodily Injury)

Name _____ Home Phone # _____

Address _____ City _____ State _____ Zip _____

Description of Injury

Witnesses (use reverse side if needed)

Name _____ Home Phone # _____

Address _____ City _____ State _____ Zip _____

Signature of Reporting Employee

Signature of Supervisor or Department Head

Date



BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
\$2,000,000 Products/Completed Operations Aggregate
\$1,000,000 Each Occurrence
\$1,000,000 Personal and Advertising Injury Limit
\$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident
\$500,000 Disease - Each Employee
\$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- D. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- E. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- F. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____
- G. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- H. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- I. Certificate Holder shall be listed as follows;
ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422
- J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

SECTION II - OCCUPATIONAL SAFETY AND HEALTH COMPLIANCE

BLOODBORNE PATHOGENS

The purpose of this exposure control plan is to eliminate or minimize employee occupational exposure to blood and/or certain other body fluids and comply with the OSHA Bloodborne Pathogens Standard, 29 CFR 1910.1030 and its Appendix A.

1. Exposure Determination

- 1.1 OSHA requires employers to perform an exposure determination concerning which employees may incur occupational exposure to blood or other potentially infectious materials (OPIM). The exposure determination is made without regard to the use of personal protective equipment (i.e., employees are considered to be exposed even if they wear personal protective equipment). The exposure determination must list all job classifications in which all employees may be expected to incur such occupational exposure, regardless of frequency.
- 1.2 Since not all the employees in these categories would be expected to incur exposure to blood or OPIM, tasks or procedures that would cause these employees to have occupational exposure must also be listed in order to understand clearly which employees in these categories are considered to have occupational exposure. The job classifications and associated tasks for these categories are as follows:

<u>Class Code</u>	<u>Job Classification</u>	<u>Task/Procedure</u>
0106	Mosquito/Pest Control	exposure insects/spraying/mixing
6271	Excavation Drivers	excavation drivers operations
7380	Ambulance Responders	assisting patients
7520	Water & Waste Water	maintain water/waste operations
7570	Sewer Plant Operators	maintaining sewer operations
7580	Sewer Line Maintenance	maintain water/waste water ops.
7704	Firefighters/Fire Inspectors	providing first responder service
7720	Law Enforcement/Detention	providing first responder service
8831	Hospital – veterinary	providing first responder service
8832	Physician/Nurse	providing first responder service
9015	Janitors/Housekeepers	providing housekeeping to facilities
9403	Landfill/Scale Operators	landfill operations

2. Implementation Schedule and Methodology

- 2.1 OSHA requires that this plan include a schedule and method of implementation for the various requirements of the standard. The following complies with this requirement.

3. Compliance methods

- 3.1 Universal precautions will be observed at this workplace in order to prevent contact with blood or OPIM. All blood or OPIM will be considered infectious, regardless of the perceived status of the source individual.
- 3.2 Engineering and work practice controls will be utilized to eliminate or minimize exposure to employees at this facility. Where occupational exposure remains after implementation of these controls, personal protective equipment shall also be utilized.
- 3.3 Controls used will be reviewed on a regular schedule and updated when necessary.
- 3.4 The process for evaluating existing controls and potential changes in engineering controls and work practices involves consultation with non-management direct-care employees
- 3.5 Hand washing facilities shall be made available to employees who incur exposure to blood or OPIM. These facilities must be readily accessible after incurring exposure. (If hand washing facilities are not feasible, the employer must provide either an antiseptic cleanser in conjunction with clean cloth/paper towels or antiseptic towelettes. If these alternatives are used, the hands are to be washed with soap and running water as soon as possible.

4. Needles

- 4.1 Contaminated needles or other contaminated sharps will not be bent, recapped, removed, sheared or purposely broken. OSHA allows an exception to this prohibition if the procedure would require that the contaminated needle be recapped or removed and no alternative is feasible, and the action is required by the medical procedure. If such action is required, the recapping or removal of the needle must be done by the use of a mechanical device or a one-handed technique.
- 4.2 Where feasible, sharps with engineered sharps injury protection (such as self-sheathing needles or needleless systems) will be used.

5. Work Area Restrictions

- 5.1 In work areas where there is reasonable likelihood of exposure to blood or OPIM, employees are not to eat, drink, apply cosmetics or lip balm, smoke, or handle contact lenses. Food and beverages are not to be kept in refrigerators, freezers, shelves, cabinets, or on counter tops where there is blood or OPIM. Mouth pipetting/suctioning of blood or OPIM is prohibited.
- 5.2 All procedures will be conducted in a manner that will minimize splashing, spraying, splattering, and generation of droplets of blood or OPIM.

6. Specimens

- 6.1 Specimens of blood or OPIM will be placed in a container that prevents leakage during the collection, handling, processing, storage, and transport of the specimens. The container used for this purpose will be labeled or color-coded in accordance with requirements of the OSHA standard. (NOTE: The standard provides an exemption for specimens from the labeling/color coding requirement, provided that the facility uses universal precautions in the handling of all specimens and the containers are recognizable as containing specimens. This exemption applies only while the specimens remain in the facility. If the employer chooses to use this exemption, it should be stated here.)

- 6.2 Any specimens that could puncture a primary container will be placed within a secondary container that is puncture resistant.
- 6.3 If outside contamination of the primary container occurs, the primary container will be placed within a secondary container that prevents leakage during handling, processing, storage, transport, or shipping of the specimen.

7. Contaminated Equipment

- 7.1 Supervisors and employees are responsible for ensuring that equipment which has become contaminated

with blood or OPIM shall be examined prior to servicing and shall be decontaminated as necessary unless the decontamination of the equipment is not feasible.

8. Personal Protective Equipment (PPE)

8.1 PPE Provision

- 8.1.1 Department Directors and supervisors are responsible for ensuring that the following provisions are met.
- 8.1.2 All PPE used at this facility will be provided without cost to the employee. PPE will be chosen based on the anticipated exposure to blood or OPIM. The PPE will be considered appropriate only if it does not permit blood or OPIM to pass through or reach the employee's clothing, skin, eyes, mouth or other mucous membranes under normal conditions of use and for the duration of time while the protective equipment will be used.

8.2 PPE Use

- 8.2.1 Supervisors shall provide the employee with appropriate PPE along with proper training on its usage. Unless the employee has signed a letter of declination, they are required to use the PPE during in order to prevent health hazards. It is the employee's professional judgment that in the specific instance the use of PPE would have prevented the delivery of health care or posed an increased hazard to the safety of the employee or co-worker. When an employee makes this judgment, the circumstances shall be investigated and documented to determine whether changes should be instituted to prevent such occurrences in the future.

8.3 PPE Accessibility

- 8.3.1 Supervisors shall ensure that appropriate PPE in various sizes is readily accessible at the work site or is issued (without cost) to employees. Hypoallergenic gloves, glove liners, powderless gloves, or other similar alternatives shall be readily accessible to employees who have a documented sensitivity to the gloves normally provided.

8.4 PPE Cleaning, Laundering and Disposal

- 8.4.1 All PPE will be cleaned, laundered, and/or disposed of by the employer at no cost to employees. All repairs and replacements will be made by the employer at no cost to employees.
- 8.4.2 All garments that are penetrated by blood or OPIM shall be removed immediately, or as soon as possible. All PPE shall be removed before leaving the work area. When PPE is removed, it shall be placed in an appropriately designate area or container for storage, laundering, decontamination or disposal.

8.5 Gloves

8.5.1 Gloves shall be worn where it is reasonably anticipated that employees will have hand contact with blood, OPIM, non-intact skin, and mucous membranes; when performing medical procedures; and when handling or touching contaminated items or surfaces.

8.5.2 Disposable gloves used at this facility are not to be washed or decontaminated for re-use. They will be replaced as soon as they become contaminated, torn, punctured, or their ability to function as a barrier is compromised. Utility gloves may be decontaminated for re-use, provided that the integrity of the glove is not compromised. Utility gloves will be discarded if they are cracked, peeling, torn, punctured, or show other signs of deterioration or when their ability to function as a barrier is compromised.

8.6 Eye and Face Protection

8.6.1 Masks, in combination with eye protection devices such as goggles or glasses with solid side shields, or chin length side face shields must be worn whenever splashes, spray, splatter, or droplets of blood or OPIM may be generated and eye, nose, or mouth contamination can be reasonably anticipated.

8.7 Additional Protection

8.7.1 Additional protective clothing (such as lab coats, smocks, gowns, aprons, clinic jackets, or similar outer garments) shall be worn when gross contamination can reasonably be anticipated. They will be replaced when their ability to function as a barrier is compromised.

9. Housekeeping

9.1 Operation Services, Housekeeping unit will maintain all facilities unless contracted services are in place. The Housekeeping unit will provide each facility with a scheduled housekeeper and procedures on proper maintenance.

9.2 All contaminated work surfaces will be decontaminated after completion of procedures, and immediately or as soon as feasible after any spill of blood or OPIM, as well as at the end of the work shift if the surface may have become contaminated since the last cleaning.

9.3 All bins, pails, cans, and similar receptacles shall be inspected and decontaminated on a regularly scheduled basis. Any broken glassware that may be contaminated will not be picked up directly with the hands.

10. Regulated Waste

10.1 Disposable Sharps

10.1.1 Disposable sharps shall be discarded immediately (or as soon as feasible) in containers that are closable, puncture resistant, leak proof on sides and bottom, and labeled or color-coded. This applies to all contaminated sharps, regardless of whether they are designed with sharps injury prevention features.

10.1.2 During use, containers for contaminated sharps shall be easily accessible to personnel and located as close as feasible to the immediate area where sharps are used or can reasonably be anticipated to be found (e.g., laundries). The containers shall be kept upright throughout use and replaced routinely, and not be allowed to overfill.

10.1.3 When moving containers of contaminated sharps from the area of use, the containers shall be closed prior to removal or replacement to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

10.1.4 The container shall be placed in a secondary container if leakage of the primary container is possible. The second container shall be closeable, constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping. The second container shall be labeled or color-coded to identify its contents.

10.2 Other Regulated Waste

10.2.1 Other regulated waste shall be placed in containers that are closeable and constructed to contain all contents and prevent leakage during handling, storage, transport, or shipping. The waste container must be labeled or color-coded and closed prior to removal to prevent spillage or protrusion of contents during handling, storage, transport, or shipping.

NOTE: Disposal of all regulated waste shall be in accordance with all applicable federal, state and local regulations.

11. Laundry Procedures

11.1 Laundry contaminated with blood or OPIM will be handled as little as possible. Such laundry shall be placed in appropriately marked bags (biohazard labeled or color-coded red) at the location where it was used. The laundry shall not be sorted or rinsed in the area of use.

NOTE: If your facility ships contaminated laundry offsite to a facility for laundering by a contracted service provider; the department head will be responsible to include a requirement in the contracts "scope of work" that the service provider will utilize the equivalent of Universal Precautions.

12. Hepatitis B Vaccine and Post-Exposure Evaluation and Follow-up

12.1 General

12.1.1 Brunswick County shall make available the Hepatitis B vaccine and vaccination series to all employees who have occupational exposure, and post-exposure follow-up to employees who have had an exposure incident. This may include source testing where applicable.

12.1.2 Brunswick County Health and Human Services shall ensure that all medical evaluations and procedures including the Hepatitis B vaccine and vaccination series and post-exposure follow-up including prophylaxis are:

- a) Made available at no cost to the employee;
- b) Made available at a reasonable time and place;
- c) Performed by, or under the supervision of, a licensed physician or other licensed healthcare professional; and
- d) Provided according to the recommendations of the US Public Health Service.

12.1.3 For post-exposure follow-up, the HCP's written opinion shall be limited to the following:

- a) A statement that the employee has been informed of the results of the evaluation; and
- b) A statement that the employee has been told about any medical conditions resulting from exposure to blood or OPIM which may require further evaluation or treatment.

NOTE: All other findings or diagnosis shall remain confidential and shall not be included in the Medical report.

12.2 Hepatitis B Vaccination

12.2.1 Brunswick County Health and Human Services monitors the Hepatitis B vaccination and ensures program safety.

- 12.2.2 Hepatitis B (HB) vaccination will be made available after the employee has received the training in occupational exposure (see “Information and Training” section), and within 10 working days of initial assignment to all employees who have occupational exposure unless: the employee has previously received the complete HB vaccination series; antibody testing has revealed that the employee is immune; or the vaccine is contraindicated for medical reasons.
- 12.2.3 Participation in a pre-screening program shall not be a prerequisite for receiving HB vaccination.
- 12.2.4 For employees who complete the HB vaccination series, antibody testing will be made available at no cost to the employee, one to two months after completion of the series, as recommended by the US Public Health Service.
- 12.2.5 Employees who decline the HB vaccination shall sign the OSHA-required declination form indicating their refusal. Any employee who initially declines HB vaccination, but later decides to accept vaccination while still covered by the standard, shall be provided the vaccination series as described above.
- 12.2.6 If, at a future date, the US Public Health Service recommends a routine booster dose of HB vaccine, such booster doses shall be made available.

13. Labels and Signs

- 13.1 Each Department/Division will select a person to ensure that biohazard labels shall be affixed to containers of regulated waste, refrigerators and freezers containing blood or OPIM, and other containers used to store, transport or ship blood or OPIM. The universal biohazard symbol shall be used. Labels shall be fluorescent orange or orange-red and shall be affixed as close as feasible to the container by string, wire, adhesive, or other method which prevents loss or unintentional removal. Red bags or containers may be substituted for labels.
- 13.2 Labels for contaminated equipment shall comply with the previous paragraph and shall state which portions of the equipment are contaminated.
- 13.3 The following are exempted from the labeling requirement:
 - 13.3.1 Containers of blood products that have been released for transfusion or other clinical use;
 - 13.3.2 Containers of blood or OPIM that are placed in a labeled container for storage, transport, shipment or disposal; and
 - 13.3.3 Regulated waste that has been decontaminated.

14. Information and Training

- 14.1 Each department will provide the name of position/person responsible for training provided at the time of initial assignment to tasks where occupational exposure may occur, and that training is repeated within 12 months of the previous training. Training shall be tailored to the education and language level of the employee and offered during the normal work shift. Training will be interactive, and will cover the following:
 - 14.1.1 A copy of the standard and an explanation of its contents;
 - 14.1.2 A discussion of the epidemiology and symptoms of bloodborne diseases;
 - 14.1.3 An explanation of the modes of transmission of bloodborne pathogens;
 - 14.1.4 An explanation of the organization’s bloodborne pathogens Exposure Control Plan (this program), and the method for obtaining a copy;

- 14.1.5 The recognition of tasks that may involve exposure;
 - 14.1.6 An explanation of the use and limitations of methods to reduce exposure, such as engineering controls, work practices, and personal protective equipment (PPE);
 - 14.1.7 Information on the types, use, location, removal, handling, decontamination, and disposal of PPE;
 - 14.1.8 An explanation of the basis of selection of PPE;
 - 14.1.9 Information on the Hepatitis B vaccination, including efficacy, safety, method of administration, benefits, and that it will be offered free of charge;
 - 14.1.10 Information on the appropriate actions to take and persons to contact in case of an emergency involving blood or OPIM;
 - 14.1.11 An explanation of the procedures to follow if an exposure incident occurs, including the method of reporting and medical follow-up;
 - 14.1.12 Information on the evaluation and follow-up required after an employee exposure incident, particularly incidents which involve needlesticks or contaminated sharps; and
 - 14.1.13 An explanation of the signs, labels, and color-coding system used to identify biohazards, regulated waste, and other potential BBP hazards.
- 14.2 The person conducting the training shall be knowledgeable in the subject matter.
- 14.3 Employees who have received training on bloodborne pathogens in the 12 months preceding the effective date of this policy shall receive training only in provisions of the policy that were not covered in their previous training. Additional training shall be provided to employees when there are changes in tasks or procedures that affect occupational exposure.

15. Recordkeeping - Medical Records

- 15.1 Brunswick County is responsible for maintaining medical records as indicated below. (NOTE: If you contract for post-exposure follow-up and Hepatitis B vaccination evaluation, make sure the contract language includes provisions for recordkeeping that are consistent with the requirements of 29 CFR 1910.1020.)
- 15.2 Medical records shall be maintained in accordance with OSHA standard 29 CFR 1910.1020. These records shall be kept confidential and must be maintained for the duration of employment plus 30 years. The records shall include the following:
- 15.2.1 The employee's name and social security number;
 - 15.2.2 A copy of the employee's HBV vaccination status, including the dates of vaccination OR a signed declination form;
 - 15.2.3 A copy of all results of examinations, medical testing (including post-vaccination antibody testing), and follow-up procedures; and

- 15.2.4 A copy of the information provided to the healthcare professional, including a description of the employee's duties as they relate to the exposure incident, documentation of the route(s) of exposure, and circumstances of the exposure.

16. Training Records

- 16.1 Each department is responsible for maintaining training records. Training records shall be maintained for 3 years from the date of training, and shall document the following information:
- 16.1.1 The dates of the training sessions;
- 16.1.2 An outline describing the material presented;
- 16.1.3 The names and qualifications of persons conducting the training; and
- 16.1.4 The names and job titles of all persons attending the training sessions.

17. Sharps Injury Log

- 17.1 For cases that involve puncture injury from contaminated sharps, Risk Management is responsible for maintaining a sharps injury log. Information shall be entered on the log so as to protect the confidentiality of the injured employee. At a minimum, log entries shall document the following:
- 17.1.1 The type and brand of device involved in the incident;
- 17.1.2 The department or work area where the incident occurred; and
- 17.1.3 An explanation of how the incident occurred.

NOTE: The sharp injury log is required in addition to the OSHA 300 log.

- 17.2 Availability
- 17.2.1 All employee records shall be made available to the employee in accordance with 29 CFR 1910.1020.
- 17.2.2 All employee records shall be made available to the Assistant Secretary of Labor for Occupational Safety and Health (OSHA) and the director of the National Institute for Occupational Safety and Health (NIOSH), or their representatives, upon request.
- 17.3 Transfer of Records
- 17.3.1 If this facility is closed and/or there is no successor employer to receive and retain the records for the prescribed period, the Director of NIOSH shall be contacted for final disposition.

18. Evaluation and Review

- 18.1 Risk Management is responsible for annually reviewing this program and its effectiveness, and for updating this program as needed. This review shall include and document:
- 18.1.1 Consideration and implementation, where feasible, of commercially available safer medical devices designed to eliminate or minimize occupational exposure; and

- 18.1.2 Input from non-management direct care staff who are potentially exposed to injury from contaminated sharps on identification, evaluation and selection of engineering and work practice controls.

19. Outside Contractors

- 19.1 While the written exposure plan does not have to address information obtained from and/or provided to outside contractors, a standard operating procedure may be provided by the contractor and append them to this document.

Hepatitis B Vaccine Declination

I understand that due to my occupational exposure to blood or other potentially infectious materials I may be at risk of acquiring hepatitis B virus (HBV) infection. I have been given the opportunity to be vaccinated with hepatitis B vaccine, at no charge to myself. However, I decline hepatitis B vaccination at this time. I understand that by declining this vaccine, I continue to be at risk of acquiring hepatitis B, a serious disease. If in the future I continue to have occupational exposure to blood or other potentially infectious materials and I want to be vaccinated with hepatitis B vaccine, I can receive the vaccine series at no charge to me.

Employee's name (print)

Employee's signature

Administrator signature

Date

COMMERCIAL DRIVER'S LICENSE DRUG ALCOHOL TESTING
BRUNSWICK COUNTY ADMINISTRATIVE PROCEDURES

1. General

- 1.1 Employees who are required to hold a Commercial Driver's License (CDL) based on duties performed are subject to random drug and alcohol testing as prescribed by the Federal Motor Carrier Safety Act. A CDL is required for:
 - 1.1.1 Vehicles with a gross weight rating of 26,001 or more pounds
 - 1.1.2 Vehicles designed to transport 16 or more passengers, including the driver
 - 1.1.3 Vehicles used to transport hazardous materials and are required to be placarded in accordance with the Hazardous Materials Transportation Administration
- 1.2 All testing is conducted by a certified testing facility that complies with the federal regulations pertaining to the Federal Motor Carrier Safety Act.

2. Post-Employment Offer

- 2.1 After an offer (contingent on receiving a negative result from drug test) is made, **but before a candidate begins employment** in a position requiring a CDL, a drug test must be conducted and results received. The County does not conduct pre-employment alcohol testing. Human Resources coordinates the testing; however, the hiring department is responsible for test costs.
- 2.2 Human Resources verifies with the final candidate whether he/she has had a positive test results or a refusal to test within the last 3 years. Applicants who test positive are removed from consideration for employment and are provided information on how to receive an evaluation for assistance from a substance abuse professional (SAP). The applicant is responsible for any costs associated with evaluation and treatment services.
- 2.3 The final candidate must meet with a Human Resources representative to verify the past 3 years of employment in which a CDL license was required and to have the candidate sign a Release of Information Form. This form gives permission to the County to perform necessary background checks and license checks for the past three (3) years. If the candidate does not grant permission for the release of this background information, he or she is not eligible for employment. The candidate must also give permission through the Federal Motor Carrier Safety Administration's Drug and Alcohol Clearinghouse for Brunswick County to run a query to view any prior positive tests.

3. Post Hire

- 3.1 The final candidate may begin employment with the County before Human Resources receives the drug and alcohol testing and background information from previous employers. Human Resources completes the drug and alcohol background check as soon as possible but not longer than 30 days from the new employee first performing safety-sensitive duties.
- 3.2 If a previous employer reports a drug or alcohol violation, the employee will face disciplinary action, up to and including dismissal, if he or she had not provided this information to Human Resources during the pre-employment verification process.

4. Random Testing

- 4.1 CDL-licensed employees are subject to random testing on a regular basis to comply with federal regulations. Human Resources notifies the hiring department of the need for testing. The employee must report to the collection or testing site immediately upon notification. If the selected employee is not at work, the department will notify Risk Management and one of the alternate employees will be tested.

5. Reasonable Suspicion Testing

- 5.1 If a supervisor who has received required training under Department of Transportation (DOT) rules observes behavior or other signs of possible alcohol or controlled substance abuse immediately before, during, or immediately after performing safety-sensitive duties, the employee is directed to undergo testing. The person observing the behavior must notify Human Resources of the need for testing and complete the Reasonable Suspicion Drug and Alcohol Testing form. (See Appendix)
- 5.2 The employee is provided with transport to and from the collection or testing facility and arrangements will be made for transporting them home. Tests should be performed immediately and must be conducted within 8 hours for reasonable suspicion of alcohol abuse and within 32 hours for reasonable suspicion of controlled substance abuse. The employee must not engage in safety-sensitive duties until negative test results are received.

6. Post-Accident Testing

- 6.1 The employee carrying a CDL must be tested for alcohol and controlled substances after an accident involving:
- 6.1.1** A fatality **or**
 - 6.1.2** An employee is cited for a traffic violation where their actions contributed to bodily injury which requires immediate medical treatment on or away from the scene **or**
 - 6.1.3** A vehicle tow is required.
- 6.2 Tests should be performed immediately following the accident; however, the alcohol test must be conducted within 8 hours and the controlled substance test must be administered within 32 hours.

7. Positive Test Results/Return to Duty

- 7.1 If positive drug test results or alcohol tests of 0.04 BAC or greater are received, the employee must immediately be removed from safety-sensitive duties. Human Resources reports any positive drug and alcohol test results, other than pre-employment, to the Division of Motor Vehicles (DMV) within 5 business days following the receipt of confirmation of a positive drug test.
- 7.2 In addition, the employee is subject to disciplinary action, up to and including dismissal, under Brunswick County Personnel Policy #560. The employee is also provided with information to obtain a substance abuse evaluation by a substance abuse professional (SAP).
- 7.3 If allowed to return to work, the employee must complete the evaluation and any recommended treatment, and produce a negative test result prior to return. The employee is subject to a minimum of 6 follow up tests during the 12 months after return to duty. The County is not required to pay for rehabilitation or to hold a job for an employee.

- 7.4 If positive alcohol tests of 0.02 to 0.039 are received, the employee must be removed from safety-sensitive duties for 24 hours and then be evaluated by his or her supervisor for approval to return to duty. The employee is subject to disciplinary action, up to and including dismissal, under Brunswick County Personnel Policy #560.

8. Refusal To Be Tested

- 8.1 All of the following are considered a refusal to be tested:
- 8.1.1 Failure to appear for testing
 - 8.1.2 Not appearing for testing in a timely manner as determined by the employer
 - 8.1.3 Leaving the collection site before testing is completed
 - 8.1.4 Failure to provide a specimen
 - 8.1.5 Failure to allow direct observation for reasonable suspicion
 - 8.1.6 Providing an insufficient specimen without a valid medical reason
 - 8.1.7 Failure to undergo medical examination when directed
 - 8.1.8 Failure to cooperate with the testing process
 - 8.1.9 Providing an adulterated or substituted specimen
- 8.2 Employees who refuse to be tested are subject to disciplinary action, up to and including dismissal, and will be referred for evaluation by a substance abuse professional (SAP) where depending on the circumstances may not be the financial responsibility of the County.

9. Diluted Specimens

- 9.1 Verified positive diluted specimens are treated as positive test results. The County will require employees with negative dilute specimens to undergo immediate unobserved recollection.

10. Split Specimen Testing

- 10.1 The collection or testing facility must perform a split specimen collection. If an applicant or employee tests positively for drugs, he or she can request a re-test using the split specimen. The applicant or employee will bear the cost of the re-test. If already employed, the individual will be placed on leave pending the results of the split test. Depending on the circumstances, may not be the financial responsibility of the County.

11. Training

- 11.1 Employees are provided information on testing policy and procedures including alcohol and controlled substance awareness information. Supervisors must receive initial training on the policy and procedures, including information on alcohol misuse and indicators of the use of controlled substances (reasonable suspicion). Additional training is required if there are changes to federal regulations.

12. Recordkeeping

- 12.1 Human Resources maintains pre-employment background checks for 3 years. Information released to other employers concerning current or previous employees is maintained for 5 years. Non- negative drug test results, alcohol tests of 0.04 BAC or greater, refusals to test, and SAP referral information is maintained for 5 years. Negative drug and alcohol tests are retained for one year.

13. Required Testing:

- 13.1 Pre-employment - conducted before applicants are hired or after an offer to hire, but before actual performing safety-sensitive functions for the first time. This testing now excludes alcohol testing.
- 13.2 Post-accident - conducted after accident for drivers whose performance could have contributed to the accident (as determined by a citation for a moving traffic violation) and for all fatal accidents even if the driver is not cited for a moving traffic violation.
- 13.3 Reasonable suspicion - conducted when a trained supervisor or official observes behavior or appearance that is characteristic of alcohol or drug misuse.
- 13.4 Random - conducted on a random unannounced basis just before, during or just after performance of safety-sensitive functions. Fifty percent of all covered employees are to be drug tested each year, and 25 percent of all covered employees are to be alcohol tested each year.
- 13.5 Return-to-Duty and Six Follow-up Tests conducted when an individual who has violated the prohibited alcohol or drug conduct standards returns to performing safety-sensitive duties. Follow- up tests are unannounced and at least six tests must be conducted in the first 12 months after a driver returns to duty.
- 13.6 On-site collection of samples and coordination with nearby clinics.
- 13.7 Access to counseling
- 13.8 Required state and federal reports
- 13.9 Consultation and support to members.

Brunswick County Confined Space Entry Procedure

The purpose of this procedure is to protect employees from the hazards associated with entry into confined spaces, permit and non-permit, and to develop procedures by which employees will enter such spaces in accordance with 29 CFR 1910.146.

1. Procedure

- 1.1 All confined spaces owned or operated by Brunswick County that meet the definition of permit-required confined spaces (PRCS) will be identified and appropriately marked to read Confined Space - Enter by Permit Only. Brunswick County must control access to these spaces. Where applicable, Alternate Entry Procedures will be applied to confined spaces owned and operated by Brunswick County.
- 1.2 Employees are prohibited from entering any space meeting the definition of a PRCS unless the following conditions are met:
 - 1.2.1 Brunswick County determines that employees must enter PRCS to perform assigned duties.
 - 1.2.2 Employees entering PRCS are trained to safely perform these duties in a manner consistent with Brunswick County policies and procedures.
 - 1.2.3 The PRCS is rendered safe for entry by the following:
- 1.3 By elimination of all actual and potential hazards that may be present and which might otherwise develop during the entry due to the work to be performed inside. The space may then be reclassified as a non-permit space after the elimination of all actual and potential hazards. The step-by-step process of achieving hazard elimination shall be documented prior to this reclassification and worker entry.
- 1.4 By elimination of all actual and potential hazards except for hazardous atmospheres. Using continuous positive forced air ventilation drawn from a known clean source, all the actual and potential hazard atmospheric conditions have to be eliminated prior to and during all entries and work to be performed inside. Prior to entry, Brunswick County employees must be able to verify that these hazardous atmospheric conditions have been successfully eliminated by taking measurements from outside of the PRCS, and without breaking the plane of the entry point. Such atmospheric readings shall be taken at intervals not to exceed every vertical 4 feet and properly documented on the Brunswick County Confined Space Alternate Procedure Entry Form prior to any employee entering the space.
- 1.5 Permits issued under the written procedure will be limited to the duration of the job but no longer than one work shift. A new permit is required if work continues on a following shift or another day.

2. Definitions

- 2.1 Confined Space - a space that meets all three of the following conditions:
 - 2.1.1 Is large enough and so configured that an employee can bodily enter and perform assigned work.
 - 2.1.2 Has limited or restricted means for entry or exit (for example, wet wells, watertanks, storage tanks, and meter vaults are spaces that have limited mean of entry).
 - 2.1.3 Is not designed for continuous human occupancy.

- 2.2 Permit-Required Confined Space (Permit Space) - a confined space that has one or more of the following characteristics:
- 2.2.1 Contains or has the potential to contain a hazardous atmosphere.
 - 2.2.2 Contains a material that has the potential for engulfing an entrant.
 - 2.2.3 Has an internal configuration such that the entrant could be trapped or asphyxiated by inwardly converging walls or a floor the slopes downward and tapers to a smaller cross section.
 - 2.2.4 Contains any other recognized serious safety and/or health hazard.

3. Duties and Responsibilities

- 3.1 Authorized Attendant - The trained individual stationed outside the permit space to monitor the authorized entrants and to perform all attendant duties. The attendant will:
- 3.1.1 Remain outside the permit space during entry operations unless relieved by another authorized attendant.
 - 3.1.2 Perform non-entry rescues when specified by the County's rescue procedure initiated by Brunswick County Emergency Services.
 - 3.1.3 Identify and monitor existing and potential hazards including information on the mode of exposure signs or symptoms, consequences, and physiological effects.
 - 3.1.4 Must maintain direct communication with, and keep an accurate account of, workers entering the permit space.
 - 3.1.5 Order evacuation of the permit space when a prohibited condition exists; when a worker shows signs of physiological effects of hazard exposure; when an emergency outside the confined space exists; or when the attendant cannot effectively and safely perform required duties.
 - 3.1.6 Summon rescue and other support services during an emergency by dialing 911.
 - 3.1.7 Ensure that unauthorized people stay away from permit spaces or exit immediately if they have entered the permit space.
 - 3.1.8 Inform authorized entrants and the entry supervisor if any unauthorized person enters the permit space.
 - 3.1.9 Perform no other duties that interfere with the attendant's primary duties must maintain in direct contact with workers in confined space.

NOTE: The following positions have been trained and are Authorized Attendants:
Collections Mechanic, Distribution Mechanic, Plant Mechanic, Water Distribution Foreman, Collections Foreman, Utilities Foreman, Waste water Treatment Plant Operator

- 3.2 Authorized Entrant - The trained individual who enters the permit space. The entrant is required to:
- 3.2.1 Know space hazards, including information on the means of exposure such as inhalation or dermal absorption, signs and symptoms, and consequences of the exposure.
 - 3.2.2 Properly inspect and use all appropriate personal protective equipment.
 - 3.2.3 Must use correct gas detection monitor and review results to confirm that acceptable entry conditions exist prior to entry.
 - 3.2.4 Maintain communication with attendants as necessary to enable them to monitor the entrant's status and alert the entrant to evacuate when necessary.
 - 3.2.5 Exit from the permit space as soon as possible: 1). when ordered by the attendant; 2). when he or she recognizes the warning signs or symptoms of exposure; 3). when a prohibited condition exists; and/or 4). when an automatic alarm is activated.
 - 3.2.6 Alert the attendant when a prohibited condition exists or when warning signs or symptoms of exposure may be evident.

NOTE: The following positions have been trained and are Authorized Entrants:
Collections Mechanic, Distribution Mechanic, Plant Mechanic, Waste Water Treatment Operator, Cross-Connections Operator, Control Operator, Utility Systems Electrician, Utility Locator

- 3.3 Entry Supervisor - The trained individual with the responsibility to ensure that acceptable entry conditions are present within a permit space under his or her jurisdiction; issuing a permit authorizing entry; overseeing entry operations; and terminating the entry and permit.

3.3.1 For each entry into a PRCS, the designated entry supervisor will:

- a) Notify Brunswick County 911 Center of Entry Location and Time.
- b) Perform the pre-entry duties of the entry supervisor on the permit space to be entered.
- c) Prepare an alternate procedure entry permit for entrance of space to be entered or prepare the documentation for reclassification to a non-permit space or suspend the entry process and contact department head or designee to assist in determining how to proceed.
- d) Perform the post-entry duties of the entry supervisor.
- e) Collect the permit from the attendant at the end of entry or prepare the documentation for reclassification or alternate entry.

3.3.2 For the duration of each entry into a permit space, the entrants and attendants will perform the duties outlined in these procedures and will return the permit or documentation to department head or designee upon termination of entry.

NOTE: The following lead positions have been trained and are Authorized Entry Supervisors:
Water Distribution Foreman, Collections Foreman, Utilities Foreman, Chief Plant Operator

- 3.4 Contractors - When initiating a contract, the County department will appoint a designee to ensure that every contractor who will work within an identified permit space or work within a non-permit space will:

3.4.1 Notify the contractor what spaces are permit-required confined spaces and of the potential hazards within those spaces and any on-going entry operations.

3.4.2 Require the contractor to control entry into the space meeting the requirements of 29 CFR 1910.146 by submitting a copy of their confined space program and agreed upon rescue operation.

3.4.3 Brunswick County requires the contractor to eliminate any temporary hazards created by the work. If any permanent hazards are created by the work the contractor must notify Brunswick County contact person.

- 3.5 Rescue Service Operation - Brunswick County will contact emergency personnel by dialing 911 prior to a scheduled entry to organize County efforts. Brunswick County uses Brunswick County Emergency Management to provide rescue operations during non-scheduled emergency operations as well. Brunswick County Emergency Management has designated confined space response personnel, all appropriate rescue equipment, including respirators, and proper training.

NOTE: Brunswick County Rescue service personnel must receive the authorized entrants training and be trained to perform assigned rescue duties. The following personnel have been trained as rescue service personnel:
Brunswick County Emergency Management Department - Confined Space Rescue Division

3.5.1 The standard also requires that all rescuers be trained in first aid and CPR. At a minimum, one rescue team member must be currently certified in first aid and CPR. Employers must ensure that practice rescue exercises are performed yearly and that

rescue services are provided access to permit spaces so they can practice rescue operations. Rescuers also must be informed of the hazards of the permit space. This includes off-site rescue teams such as local fire and rescue companies.

- 3.5.2 In addition, Brunswick County uses Brunswick County Emergency Services as off-site rescue services. Brunswick County will notify the off-site rescue of the permit-required confined space entry and ensure that the rescue service is on standby during entry by dialing 911.

3.6 Harnesses and Retrieval Lines

- 3.6.1 Authorized entrants who enter a permit space must wear a chest or full body harness with a retrieval line attached to the center of their backs near shoulder level or above their heads. Wristlets may be used if Brunswick County can demonstrate that the use of a chest or full body harness is not feasible or creates a greater hazard.
- 3.6.2 The other end of the retrieval line must be attached to a mechanical device or a fixed point outside the permit space. A mechanical device must be available to retrieve someone from vertical type permit spaces more than 5 feet (1.52m) deep.

3.7 Safety Data Sheets

- 3.7.1 If an injured entrant is exposed to a substance for which a safety data sheet (SDS) or other similar written information is required to be kept at the worksite, that SDS or other written information must be made available to the medical facility personnel treating the exposed entrant.

3.8 Training

- 3.8.1 The respective supervisor will ensure that each employee receives awareness training on:
 - a) The characteristics of a confined space.
 - b) The characteristics of a permit-required confined space.
 - c) Whether they are allowed to enter permit-required confined spaces.
 - d) Required actions when working around or near a permit space entry.
 - e) The authority of authorized attendants and entry supervisors.
- 3.8.2 Training will be required:
 - a) During orientation.
 - b) Prior to entry into a permit-required confined space.
 - c) Whenever the supervisor becomes aware that the employee has failed to follow the instructions provided in the training.
- 3.8.3 The supervisor will provide verification of training to:
 - a) department head or designee

3.9 Entry Supervisors, Attendants and Entrants Training

- 3.9.1 The department head or designee will ensure that employees performing duties designated as entry supervisors, attendants and entrants receive training in:
 - a) The requirements of this written procedure.
 - b) The duties, authority and responsibilities of entry supervisors, attendants, lead entrants and entrants.
 - c) The types of hazards expected to be encountered in permit spaces.
 - d) The calibration, use, care and cleaning of equipment expected to be used during entry operations
 - e) The performance of pre-entry actions expected to be required in permit spaces.

3.9.2 Training will be provided:

- a) Prior to assignment or authorization of duties within permit spaces.
- b) Within one month of revisions to this written procedure. Assignment or authorization for permit space entry will be suspended until training is completed.
- c) Whenever there is a change in permit space operations that presents a hazard an employee has not been previously trained on.
- d) Whenever the supervisor becomes aware that an employee is deviating from this written procedure. Assignment or authorization for permit space entry will be suspended until training is completed.
- e) Annually.

3.9.3 Brunswick County will certify that each affected employee has successfully completed training. The certification must include at least the following:

- a) Employee name
- b) Name, signature or initials of the trainer
- c) Dates of training

3.9.4 Additionally, the certification may include a synopsis of the topics covered, copies of materials used during training such as handouts and presentations, and copies of tests (if used) to determine trainee understanding and proficiency, and other documentation deemed appropriate by Brunswick County. The certification must be maintained by Brunswick County and a copy may be provided to the employees and their authorized representatives.

3.10 Retention of Records

3.10.1 Canceled permits and other documentation will be retained by Brunswick County in the department of origin for one year following the date of entry. Permits will then be retained as an employee exposure record, if applicable.

3.11 Written Program Review

3.11.1 Brunswick County will review the effectiveness of the program annually, using the canceled permits and other documentation from the preceding 12 months, entry supervisors' comments, and other available information. If no entries were made during the preceding 12 months, no annual review is required. The entry supervisors, authorized attendants or entrant may make recommendations to management at any time to make changes in procedures to address and correct confirmed weaknesses in the procedures.

Brunswick County Confined Space Entry Permit

We have reviewed the work authorized by this permit and the information contained herein. Written instructions and safety procedures have been received and are understood. Entry cannot be approved if any squares are marked in the "No" column. This permit is not valid unless all appropriate items are completed.

Permit Prepared By: (Supervisor) _____

Approved By: (Unit Supervisor) _____

Reviewed By: (Operations Personnel) _____
(printed name) (signature)

Date and Time Issued: _____ Date and Time Expires: _____

Job site/Space I.D.: _____ Job Supervisor: _____

Equipment to be worked on: _____ Work to be performed: _____

Entrants Name(s) _____

Authorized Attendant: _____

1. Atmospheric Checks: Time _____
Oxygen _____ %
Explosive _____ % L.F.L.
Toxic _____ PPM

2. Tester's signature: _____

3	Source isolation (No Entry):	N/A	Yes	No	4. Ventilation Modification:	N/A	Yes	No
	Pumps or lines blinded,				Mechanical	()	()	()
	disconnected or blocked	()	()	()	Natural Ventilation only	()	()	()

5. Atmospheric check after isolation and ventilation:
Oxygen _____ % >19.5% <23.5%
Explosive _____ % L.F.L. <10%
Toxic _____ PPM <10 PPM H(2)S
Time _____
Tester's signature: _____

6. Communication procedures: _____

7. Rescue procedures: _____

8.	Entry, standby and back up persons:	Yes	No
	Successfully completed required training?-----	()	()
	Is it current?-----	()	()

9.	Equipment:	N/A	Yes	No
	Direct reading gas monitor—tested -----	()	()	()
	Safety harnesses and lifelines for entry and standby persons-----	()	()	()
	Hoisting equipment-----	()	()	()
	Powered communications-----	()	()	()
	SABA or SCBA for entry and standby persons -----	()	()	()
	Protective Clothing-----	()	()	()
	All electric equipment listed Class I, Division I, Group D and non-sparking tools-----	()	()	()

10. Periodic atmospheric tests:

Oxygen _____ %	Time _____	Oxygen _____ %	Time _____
Oxygen _____ %	Time _____	Oxygen _____ %	Time _____
CO _____ %	Time _____	CO _____ %	Time _____
CO _____ %	Time _____	CO _____ %	Time _____
Methane _____ %	Time _____	Methane _____ %	Time _____
Methane _____ %	Time _____	Methane _____ %	Time _____
Toxic _____ %	Time _____	Toxic _____ %	Time _____
Toxic _____ %	Time _____	Toxic _____ %	Time _____

11. Permit Cancellation:

Date: _____ Time: _____ Reason: _____ Signature: _____

Canceled permits and other documentation will be retained by Brunswick County Utilities for one year following the date of entry. Permits will then be retained as an employee exposure record, if applicable

☐ Work Completed

☐ Other (Explain) _____

Brunswick County Alternate Entry Permit

Applicability. This form applies to the entry of a permit-required confined space (PRCS) in which ***the only hazard is atmospheric*** and this hazard can be controlled and the space maintained safe for entry with continuous forced air ventilation (per 29 CFR 1910.146, c, 5). If conditions do not meet these requirements, you must follow Confined Space Entry Procedures

Instructions. This form must be completed before anyone enters the space and kept at or near the entrance to the space during the entry. Forms will be retained for a minimum of one year. To ensure entry conditions are acceptable, this form is good for one day only. For work lasting more than one day, a separate form is needed for each day's work.

Alternate Entry Confined Space

Reason for entry:	Entry date:
Location:	
Space description:	
List all known atmospheric hazards associated with the confined space:	
List all potential atmospheric hazards that will be introduced by the planned work:	
Forced air ventilation required? <input type="checkbox"/> Yes <input type="checkbox"/> No	

Confirmation (must be signed by the confined space entry supervisor before work begins)

I confirm that the named PRCS and the planned work qualify for alternate entry

Name: _____

Signature: _____

Date: _____

Air Monitoring Results

Attendant will sample air <input type="checkbox"/> Initially <input type="checkbox"/> Every _____ minutes <input type="checkbox"/> Continuously							
Device			Sequence or serial number	Calibration due date	Pre-use check performed by	Notes	
Time	Sampled by	<input type="checkbox"/> O ₂ (19.5–23.5%)	<input type="checkbox"/> (LEL/LFL <10%)	<input type="checkbox"/> CO (<25 ppm)	<input type="checkbox"/> H ₂ S (<10 ppm)	<input type="checkbox"/> Stratification	<input type="checkbox"/> Other:

Personnel Entry and Exit Record (to be completed as needed before and during work)

Attendant name:	Entrant name:	Entrant name:	Entrant name:	Entrant name:	Entrant name:	Entrant name:
Time in						
Time out						
Time in						
Time out						
Time in						
Time out						
Time in						
Time out						

Notes (Use back of sheet if needed) _____

<input type="checkbox"/> Work Completed	<input type="checkbox"/> Other (Explain): _____
---	---

Supervisor's Signature: _____

Date: _____

DRIVER QUALIFICATIONS FOR COUNTY VEHICLES
(POLICY #731 OVERVIEW)

County vehicles are provided to support business activities and are to be used only by qualified and authorized employees. They are not to be considered a part of an employee's compensation and must not be used as an inducement for employment. In all cases, these vehicles are to be operated in strict compliance with motor vehicle laws of the jurisdiction in which they are driven and with the utmost regard for their care and cost-efficient use.

The County of Brunswick has an obligation to ensure, to the best of its ability, that all of vehicle operators are properly licensed and maintain a safe driving record. The purpose of this policy is to establish the County's position on safe motor vehicle operation. As a driver of a County vehicle, the authorized driver has been given certain privileges. He/she assumes the duty of obeying all motor vehicle laws, maintaining the vehicle properly at all times and, otherwise, following the policies and procedures outlined as follows. This policy applies to all employees and departments except the Sheriff's Office; they are subject to General Order E-01 Use and Care of Assigned Vehicles.

1. Responsibilities of Authorized Drivers

- 1.1 Authorized drivers of County vehicles are persons appointed by the department head.
- 1.2 County vehicles are to be used for County business only.
- 1.3 County employees and persons authorized to drive the County vehicles must have a valid driver's license for the class of the vehicle being operated and must be able to drive a vehicle. Obtaining a driver's license is a personal expense.
- 1.4 Authorized passengers are only those appointed to travel with authorized drivers while conducting County business.
- 1.5 County vehicles are not to be used for transport of family members.
- 1.6 All procedures for use of County vehicles (Brunswick County Personnel Policy #730) must be followed
- 1.7 Any person, using their personal vehicle for County business must meet the following criteria:
 - 1.7.1 Satisfy the County driver qualification requirements.
 - 1.7.2 Provide a certificate of insurance with limits of liability of at least \$100,000/300,000/50,000.
 - 1.7.3 The vehicle must pass the North Carolina Annual Safety Inspection

2. Driver Qualifications

- 2.1 Driver qualifications for operating a County vehicle at any time are as follows:
 - 2.1.1 Authorized person of County.
 - 2.1.2 Must be at least 18 years of age.
 - 2.1.3 Must meet licensing requirements as outlined in this policy.
 - 2.1.4 Will not qualify for a County vehicle if, during the last 36 months, the driver had any of the following experiences:
 - a) Been convicted of sale, handling or use of drugs or paraphernalia.

- b) Has automobile insurance canceled, declined or not renewed.
 - c) Has six (6) or more points against their NC drivers license.
 - d) Been convicted of an alcohol or drug-related offense while driving.
 - e) Has driver's license suspended or revoked.
 - f) Been convicted of three or more serious driving violations within the past three (3) years.
 - g) Been involved in two or more at fault accidents in a three (3) year period as determined by the Safety Review Board or law enforcement agency for the jurisdiction.
- 2.2 Any persons required to operate a County vehicle as part of their regular duties, who does not meet the aforementioned qualifications will not be permitted to operate a County vehicle until the department head has reviewed for clearance to resume operation.
- 2.3 Before an employee is given County driving privileges, the employee will be instructed by their immediate supervisor on operator responsibility and accident reporting procedures as it is outlined in this policy. The supervisor is accountable for ensuring that an employee is properly trained and can operate County equipment in a safe manner.

3. Review of Motor Vehicle Record

- 3.1 Brunswick County requires everyone who operates a County owned vehicle to submit a disclosure for which permits the County access to their motor vehicle records (MVR). This MVR requirement applies to employees operating County owned vehicles, as well as, authorized temporary employees using personal vehicles for County business.
- 3.2 State Motor Vehicle Records (MVRs) will be used as the source for verifying driver history. As a condition of operating a County vehicle, Safety/Risk Management and/or Human Resources may obtain and review MVR of employees operating County vehicles at least annually. It is the responsibility of each employee to report any driving infraction that changes the status of their license to their supervisor. Failure to do so would constitute a failure in job-related personal conduct (as defined in Brunswick County Personnel Policy #250, Section 11) which may result in disciplinary action.
- 3.3 Driving privileges may be withdrawn or suspended and/or the County vehicles removed for any authorized driver not meeting the stated requirements. In addition, appropriate disciplinary action may be taken.

4. Global Positioning System (GPS)

- 4.1 County-owned vehicles are equipped with a global positioning system (GPS) capable of capturing information in the vehicle. This device helps the County reduce vehicle accidents by identifying improper driving habits to improve safety for employees and citizens alike.
- 4.2 The County, at its discretion, may use or disclose any information generated by the GPS for any purpose, including, but not limited to, evaluating operational performance, imposing discipline, and defending and investigating accident claims.
- 4.3 Tampering with and/or obstructing the GPS system is strictly prohibited. Employees who violate this rule will be subject to disciplinary action up to and including dismissal.

**Brunswick County Transit Driver Notification System
Federal Driver Disclosure Form**

This form is to be used and kept by your agency in compliance with the Federal Driver's Privacy Protection Act and the NC General Statute 20-43.1. A copy for each driver must be kept on file for five years.

EMPLOYEE COMPLETES SECTION 1 AND SECTION 2

SECTION 1: EMPLOYEE MUST COMPLETE DRIVER'S LICENSE INFORMATION AND PROVIDE CORRECT ADDRESS:

Effective September 13, 1997, all major vehicle records are kept subject to the Federal Driver's Privacy Protection Act (FDPPA) and General Statute 20-43.1. The FDPPA and GS 20-43.1 require that personal information in the Division of Motor Vehicles records be kept closed to the public. Personal information from these records may be released to individuals or organizations that qualify under one of the fourteen (14) exceptions listed on the back of this form. These exceptions are summarized statements of permissible uses.

NAME OF DRIVER:

DL#: **STATE of DL:** **CLASS:**

DATE OF BIRTH: **DATE OF HIRE:**

ADDRESS:

CITY: **STATE:** **ZIP CODE:**

SECTION 2: EMPLOYEE MUST SIGN AND DATE:

By signing this form, you are granting the company (County) access to your personal information under exception number 13 of the FDPPA and GS 20-43.1.

SIGNATURE OF DRIVER:

DEPARTMENT:

DATE SIGNED:

TO BE COMPLETED BY AUTHORIZED AGENT ONLY:

My signature on this document acknowledges that I understand that improper release of information and/or false representation to gain information from the DMV's records is prohibited and subject to civil action.

COMPANY/AGENCY:

COMPANY/AGENCY APPROVAL AUTHORITY:

SIGNATURE: **TITLE** **DATE:**

TO BE COMPLETED BY DEPARTMENT AUTHORIZING TEMPORARY USE OF COUNTY VEHICLE

DEPARTMENT REQUESTING TEMP DRIVER:

**DEPARTMENT HEAD
OR DESIGNEE SIGNATURE:** **DATE:**

**FEDERAL DRIVER'S PRIVACY PROTECTION ACT
ENACTED BY CONGRESS AUGUST 24, 1994**

Chapter 123, Section 2721 requires that personal information Division of Motor Vehicles' records be closed to the public. This refers to photos, social security numbers, driver's license numbers, names, addresses, telephone numbers and medical information.

GENERAL PURPOSES: Division of Motor Vehicles, and any officer, employee or contractor, therefore, shall not knowingly disclose or otherwise make available to any person or entity personal information about any individual obtained by the division in connection with a motor vehicle record.

Permissible Uses: Personal information SHALL be disclosed for use in connection with matters of:

- A. Motor vehicle or driver safety and theft
- B. Motor vehicle emissions
- C. Motor vehicle product alterations, recall or advisories
- D. Performance monitoring of motor vehicles and dealers by motor vehicle manufacturers
- E. Removal of non-owner records from the original owners if motor vehicle manufacturers to carry out purpose of the Automobile Information Act, the Motor Vehicle Information and Cost Saving Act, the National Traffic and Motor Safety Act of 1966, the Anti-Car Theft Act of 1992 and the Clean Air Act.

Exceptions:

Personal information MAY be released for the following reasons:

- 1. For use by any government agency, or any private persons or entity acting on behalf of a Federal, State or local agency in carrying out its functions.
- 2. For use in matters of motor vehicle or driver safety and theft, motor vehicle emissions, motor vehicle product alterations, recalls or advisories, performance monitoring of motor vehicles, motor vehicle parts and dealers, motor vehicle market research activities, including survey research, and removal of non-owner records from the original owner records of motor vehicle manufacturers.
- 3. For use in the normal course of business by a legitimate business, but only:
 - a. To verify accuracy of personal information
 - b. To obtain correct information, but only for purposes of:
 - 1. Preventing fraud by the individual
 - 2. Pursuing legal remedies against the individual
 - 3. Recovering on a debt or security interest against the individual
- 4. For use in connection with any civil, criminal, administrative, or arbitrate proceeding in any Federal, State or local court or agency (includes the execution of enforcement of judgments and orders or court orders)
- 5. For use in research activities and statistical reports
 - a. Personal Information must be:
 - 1. Published
 - 2. Redisclosed
 - 3. Used to contact individuals
- 6. For use by insurance companies in connection with claims investigation, antifraud activities, rating or underwriting
- 7. For use in providing notice of owners of towed or impounded vehicles
- 8. For use by private investigators or licensed security service
- 9. For use by employer to verify information regarding CDL
- 10. For use in connection with private toll facilities
- 11. For any other use if person has opportunity to refuse disclosure on DMV forms (Prohibited by NC General Statute 20-43.1)
- 12. For bulk surveys, marketing or solicitations (Disclosure must be in accordance with N.C. General Statute 20-43.1)
- 13. For use by any requestor that has obtained written consent from the individual to whom the information pertains
- 14. For any use specifically authorized under the law of the State that holds the record, if such use is related to the operation of a motor vehicle or public safety

5. Vehicle Use

- 5.1 Refer to Brunswick County Personnel Policy #730. County vehicles are provided for business purposes. Use of a County owned vehicle is a privilege extended only to the authorized employee. The privilege may be withdrawn at any time without notice by the County.
- 5.2 The following rules apply to use of County vehicles:
 - 5.2.1 Only authorized persons may drive. (Authorization is obtained from Department Head or Administration.
 - 5.2.2 Personal trailers, including boat and recreational vehicles, are not to be pulled.
 - 5.2.3 County vehicle is not to be driven while under the influence of alcohol or any controlled substance.
 - 5.2.4 Possession, transportation or consumption of alcohol or illegal drugs by anyone in the vehicle is not allowed.
 - 5.2.5 Obey all guidelines as outlined in the Brunswick County Personnel Policy.
- 5.3 Any exceptions to these rules requires advance, written approval by approved County manager or governing board. Violation of these rules will result in disciplinary action from removal of driving privileges to discharge.

6. Maintenance

- 6.1 Authorized drivers are required to properly maintain their County vehicles at all times. Vehicles should not be operated with any defect that would inhibit safe operation during current and foreseeable weather and lighting conditions. Preventive and scheduled maintenance to all County owned equipment will be determined by the Operations Department Service Center. See Administrative Procedure For Auto Property Damage Reporting in the accident reporting section of this manual.

7. Personal Cars Used on County Business

- 7.1 The County does not assume any liability for bodily injuries or property damage the employee may become personally obligated to pay arising out of an accident occurring in connection with operation of his/her own car. The reimbursement to the employee for the operation of his/her car on County business includes the allowance for the expense of automobile insurance. You are required by law to have minimum coverage of liability limits. The County does not specify and assumes no responsibility for any other coverage employees carry on their own cars since this is a matter of individual preference.

8. Traffic Violations

- 8.1 Fines for parking or moving violations are the personal responsibility of the assigned operator. The County will not condone nor excuse ignorance of traffic citations that result in court summons being directed to itself as owner of the vehicle.
- 8.2 Each driver is required to report all moving violations that impact their driver's license to their supervisor the next business day. This requirement applies to violations involving the use of any County, personal or other vehicle where an employee may jeopardize their ability to perform their duties. Failure to report driving violations that negatively impact driver's license or County business will result in appropriate disciplinary action.

- 8.3 Points are assessed by the NCDMV for serious driving violations. Brunswick County makes certain determinations for safe operators based on the points accumulated on an employees' driver's license. Below is a sample of points associated with infractions in accordance with NCDMV:
- Littering involving a motor vehicle - 1 point
 - Failure to stop for a siren - 3 points
 - Failure to stop at a posted stop sign - 3 points
 - Speeding more than 55 mph - 3 points
 - Reckless driving - 4 points
 - Hit and run, property damage only - 4 points
 - Failure to yield right-of-way to pedestrian pursuant to GS 20-158(b)(2)b—4
 - Passing a school bus loading or unloading children - 5 points
 - Aggressive driving – 5 points
- 8.4 Please be aware that traffic violations incurred during non-business hours may affect your driving status as well and are subject to review.

9. Accidents Involving County Vehicles

- 9.1 It is the responsibility of each employee authorized to operate a County vehicle to report any accidents involved in while on County business. The supervisor must be informed as well as highway patrol or sheriff's office if necessary. In the event of an accident:
- 9.1.1 Do not leave the scene of an accident until dismissed by the agency having jurisdiction. (Property damage in parking lots, where minimal damage and no injury has occurred; require driver and insurance information exchange after calling supervisor).
 - 9.1.2 Do not admit negligence or liability.
 - 9.1.3 Do not attempt settlement, regardless of how minor.
 - 9.1.4 Exchange driver and insurance information with the other driver. Take a photograph of the scene of accident if possible.
 - 9.1.5 Get name, address and phone number of witnesses if possible.
 - 9.1.6 Complete the property damage report in your vehicle.
 - 9.1.7 Turn all information over to your supervisor within 24 hours.

10. Post-Accident Drug/Alcohol Testing

- 10.1 Employees will be tested for the presence of drugs and alcohol following an on-the-job accident under the following circumstances:
- 10.1.1 If the employee is required to have a commercial driver's license (CDL) and the agency have jurisdiction at the scene requires the employee to surrender to a test in accordance with the North Carolina Department of Motor Vehicles regulations for cdl holders. Employees not required to carry a cdl will be tested where the following circumstances surrounding the accident apply:
 - a) Fatality - The loss of life of someone involved in the accident.

- b) Injury - An injury to someone involved that requires transport to a hospital or medical facility. (If employee was cited)
 - c) Tow - There is substantial property damage and/or the vehicle must be towed. (If employee was cited)
 - d) Reasonable cause exists for employees' actions contributing to the accident.
- 10.2 Post-accident testing for alcohol will be administered immediately following the accident or as soon thereafter as medically and legally possible, but no later than eight (8) hours after the accident. If the test is not administered within two (2) hours, the supervisor shall prepare and maintain a written record stating the reason(s) why the test was not administered within two (2) hours. If the test is not administered within eight (8) hours, the supervisor shall cease attempts to administer the test and shall prepare and maintain a written record stating the reason(s) why the test was not promptly administered.
- 10.3 Brunswick County also reserves the right to test employees at random and where there is reasonable suspicion that the accident was caused by the employee being under the influence of drugs or alcohol.

11. Preventable Accidents

- 11.1 A preventable accident is defined as any accident involving a County vehicle; whether being used for County or personal use or any vehicle while being used on County business which results in property damage and/or personal injury, and in which the driver in question failed to exercise every reasonable precaution to prevent the accident.
- 11.2 Classification of preventable accidents (NCDMV assesses points for each individually)
- 11.2.1 Following too close
 - 11.2.2 Driving too fast for conditions
 - 11.2.3 Failure to observe clearances
 - 11.2.4 Failure to obey signs
 - 11.2.5 Improper turns
 - 11.2.6 Failure to observe signals from other drivers
 - 11.2.7 Failure to reduce speed
 - 11.2.8 Improper parking
 - 11.2.9 Improper passing
 - 11.2.10 Failure to yield
 - 11.2.11 Improper backing
 - 11.2.12 Failure to obey traffic signals or directions
 - 11.2.13 Exceeding posted speed limit
 - 11.2.14 Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) or

12. Corrective Action

- 12.1 Accidents incurred by employees call for careful evaluation to develop prevention methods and secure County property. The Safety Review Team, appointed by the County Manager, operates to determine prevention and/or chargeability whenever an accident occurs that involves an employee or County owned property.
- 12.2 The Safety Review Team (SRT) shall convene every 30 days to review accidents involving County vehicles. The review consists of the accident report from the agency having jurisdiction, the employee accident report form and any other pertinent factors surrounding the event. If necessary, the SRT will have a hearing in which the employee must provide a recount of the accident to best determine cause of accident. After an investigation, the SRT will determine if the accident is chargeable to the employee. At which time, the employee will receive notice and consequences involved. The County Manager will review every recommendation made by the SRT.
- 12.3 Recommendations for Corrective Action are as follows:
- 12.3.1 *First Preventable Driving Incident:* Brunswick County has established the following guidelines with respect to operators of County owned vehicles involved in preventable accidents. If an employee is involved in a preventable accident, with no previous chargeable violations recorded in a three-year period; disciplinary action will result in one or more of the following consequences:
- a) Counseled by immediate supervisor
 - b) Negative incident recorded on their annual performance plan
 - c) Provide a recount of the accident to the Safety Review Team (SRT) if needed
 - d) Depending upon the severity of the accident, driving privileges will be suspended or revoked
- 12.3.2 *Second Preventable Driving Incident within a three-year period:* Disciplinary action for an employee who has incurred a previous chargeable incident within a three-year period will:
- a) Counseled by immediate supervisor
 - b) Provide a recount of the accident to the Safety Review Team
 - c) Negative incident recorded on their annual performance plan
 - d) The employee may be suspended without pay
 - e) The employee may be required to pay for and attend a defensive driving course
 - f) Depending upon the severity of the accident and the circumstances surrounding; driving privileges may be suspended or the employee may be considered for termination.

12.3.3 *Third Preventable Driving Incident within a three-year period:* If an employee incurs a third preventable incident and/or six points within a three-year period, a combination of the following will occur;

- a) the employee will be recommended for immediate termination, suspension, demotion or transfer, as determined by the County Manager.

13. Backing incidents

- 13.1 Brunswick County recognized all vehicles have blind spots and has taken action to equip vehicles with mirrors and/or back up alarms to minimize blind spots for drivers. Vehicles not equipped with back up alarms have flashers and horns to use during backing to ensure a safe maneuver. Drivers must ensure the area behind the vehicle is clear in order to reverse the vehicle safely. When all precautions are in place when an employee is backing a vehicle and an accident occurs; the Safety Review Team reserves the right to apply investigative methods and discretionary judgment before charging employees with a preventable accident.

14. Thefts and Vandalism

- 14.1 In the event of the theft or vandalism of a County vehicle, notify local police immediately. Employee must complete an Auto/Property Loss form located in the appendix of this manual or on the County intranet site under Administration, Risk Management section.

EQUIPMENT OPERATIONS

POWERED INDUSTRIAL TRUCKS

This program outlines safety procedures for employees who operate powered industrial trucks (PITs) as part of their job duties. These requirements have also been established under OSHA Powered Industrial Trucks, 29 CFR 1910.178 with additional information found under the National Fire Protection Association (NFPA) 505, Fire Safety Standard for Powered Industrial Trucks Including Type Designations, Areas of Use, Conversions, Maintenance and Operations, 2011 Edition, and the American National Standards Institute (ANSI) B56.1, 1975, Sections 5, 6 and 7.

The Purpose of this program is to protect employees, clients, residents, and any other individuals from hazards associated with forklift and powered burden carrier operations, to train and evaluate the performance of operators, and to comply with all regulatory requirements for the safe operation of such equipment.

1. Definitions

- 1.1 Fork Truck - Also called forklift truck, a fork truck is a small vehicle with two power-operated prongs at the front that can be slid under heavy loads and then raised for moving and stacking. Fork trucks can be powered by electricity, compressed natural gas, liquid petroleum gas, diesel fuel, or gasoline.
- 1.2 Powered Industrial Truck- Any mobile power-propelled truck used to carry, push, pull, lift, stack or tier materials. Powered industrial trucks can be ridden or controlled by a walking operator.

2. Roles and Responsibilities

2.1 Department Head

2.1.1 The Department Head or Safety Manager ensures that a written program is in place for the safe operation of powered industrial trucks (PIT). The program is reviewed periodically to ensure compliance with this program. The Safety Manager is responsible for coordinating training for applicable employees on PIT safety and ensuring the training documentation is maintained.

2.2 Safety Manager/Supervisor

2.2.1 The manager/supervisor ensures that only authorized and trained employees operate PITs, and that operators comply with the procedures in this program. The manager/supervisor ensures that designated employees successfully complete the qualification procedures outlined in this program prior to operating any equipment.

2.3 Employees

2.3.1 Employees who operate PITs are responsible for complying with this program. Staff are also responsible for reporting equipment defects and discontinuing PIT operations when unsafe conditions exist.

3. Implementation

3.1 PIT Operator Qualifications

3.1.1 Operators must demonstrate their driving competence by passing a written test and completing a practical driving test for forklifts. Operators must demonstrate acceptable competence and knowledge in performing each task.

3.1.2 An evaluation of each Staff operator's performance shall be conducted by a qualified staff member at least every 3 years.

3.1.3 Refresher training shall be required if:

- a.) The operator has been observed to operate the vehicle in an unsafe manner.
- b.) The operator has been involved in an accident or near miss incident.
- c.) The operator has received an evaluation that reveals they are not operating the truck safely.
- d.) The operator is assigned to operate a different vehicle or a condition in the workplace changes in a manner that could affect safe operation.

4. General Safe Operating Procedures

4.1 Operators conduct a daily inspection of industrial trucks prior to operation. The vehicle shall not be placed in service if the inspection shows any condition that adversely affects the safety of the vehicle. Inspection checklists are retained for 30 days by the department the vehicle is assigned to.
(Page 57 & 58)

4.2 Vehicles are operated at a safe speed. Speeds are adjusted to compensate for surface conditions, visibility, load weight, vehicle or pedestrian traffic or any other circumstances affecting safe operation.

- 4.3 Only trained individuals are allowed to operate industrial trucks.
- 4.4 Accidents are reported immediately to the Supervisor and Risk Management
- 4.5 Riders are prohibited on forklifts and in cargo areas of other industrial trucks.
- 4.6 Persons may not be lifted with forklifts unless a lift cage is used.
- 4.7 Persons are not be allowed to pass under raised forks.
- 4.8 Horseplay or unsafe driving is not tolerated.
- 4.9 Maintenance or repair activities are to be performed by a qualified service technician.
- 4.10 Maintenance shall be conducted according to the manufactures recommendations.
- 4.11 Each vehicle is placed in the preventive maintenance checks and services program.
- 4.12 Operators do not place any part of their body between the mast and fork back support at any time.
- 4.13 Only attachments approved and listed by the manufacturer may be used.

5. Standard Safety Equipment/Precautions

- 5.1 Seatbelts are installed and utilized on each forklift.
- 5.2 Forklifts must have a functional horn, strobe light, and backup alarm.
- 5.3 Forklifts have a nameplate listing lift category, load rating, and load center prominently affixed.
- 5.4 Forklifts have a driver cage installed to protect the operator from falling materials.

6. Refueling/Battery Charging

- 6.1 Smoking, open flames or spark producing activities are prohibited in designated refueling or battery charging areas.
- 6.2 Forklifts are parked with the engine off, forks lowered and parking brake engaged prior to refueling or battery charging.
- 6.3 Electric cargo/burden carriers must have the forward-off-reverse switch in the "OFF" position, the power or key switch off and the parking brake set whenever the operator leaves the vehicle.
- 6.4 Propane tank refilling and replacement is only performed outside.
- 6.5 Gas tank regulators are closed with the engine running to burn fuel in the lines prior to disconnecting and replacing tanks.
- 6.6 Battery charging or replacement is not performed in locations that obstruct access to exits.

7. Loading and Unloading

- 7.1 Only handle stable and safely arranged loads; secure unstable loads.

- 7.2 Never lift or carry loads that exceed the rated capacity listed on the nameplate of the vehicle
- 7.3 Before entering a trailer with a forklift, ensure that the trailer brakes are locked, the rear wheels are chocked and the deck plate is secure.
- 7.4 Check the rated capacity of the trailer before entering to ensure that it can support the combined weight of the forklift and load.
- 7.5 Never carry anything on the overhead guard.
- 7.6 Never tilt the load forward unless depositing it onto a rack or stack.
- 7.7 Unsecured items shall not be transported in the cab of the vehicle.

The remainder of this page is left intentionally blank.

Powered Industrial Trucks Operator Evaluation

This evaluation must be completed for any employee who will be operating a powered industrial truck prior to operation. Evaluation is completed by a designated competent person. This evaluation is maintained by the Safety Manager.

Division:	Facility:
Location:	Date:
Operator:	Equipment:

Observable Behaviors	Yes	No	Comments
Completes pre-shift inspection			
Wears seatbelt			
Uses strobe light			
Operates at safe speed for Conditions			
Uses smooth and safe turning technique			
Eyes on work path (Looks before backing up)			
Sounds Horn at Corners, Doors and Blind Spots			
Travels in reverse when load obstructs vision			
Observes safe battery charging, refueling procedures			
Keeps load uphill on ramps/hills			
Observes load handling/stacking rules			
Parks truck properly - brake, power, neutral			

Results		
<input type="checkbox"/> Operator Evaluation Satisfactory	<input type="checkbox"/> Operator Evaluation Satisfactory After review of "At Risk" Items	<input type="checkbox"/> Operator Referred for Refresher Training and Follow-up Evaluation

Evaluator Name:	Title:
Signature:	Date:

**Powered Industrial Trucks
CNG/Gas/Diesel Fork Trucks
Operator's Daily Checklist**

*This checklist must be completed prior to each shift during which a CNG/gas/diesel fork truck will be operated.
This checklist is maintained on file by the Safety Manager.*

Division:	Facility:	
Location:	Date:	
Operator:	Equipment:	
Engine Off Checks	OK	Maintenance
Leaks – fuel, hydraulic oil, engine oil or radiator coolant		
Tires – condition and pressure		
Forks, top clip retaining pin and heel –check condition		
Load Backrest – securely attached		
Hydraulic hoses, mast chains, cables and stops – Check Visually		
Overhead guard – attached		
Finger guards – attached		
Leaks – fuel, hydraulic oil, engine oil or radiator coolant		
Propane tank (LP gas truck) – rust, corrosion, damage		
Safety warnings – attached (refer to parts manual for location)		
Battery – Check water/electrolyte level and charge		
All engine belts – Check visually		
Hydraulic fluid level – Check level		
Engine oil level – Dipstick		
Transmission fluid level – Dipstick		
Propane tank (LP gas truck) – Rust, corrosion, damage		
Engine air cleaner – Squeeze rubber dirt trap or check restriction alarm (if equipped)		
Fuel Sedimentor (Diesel)		
Radiator Coolant – Check Level		
Operator's Manual – In Container		
Nameplate attached and information matches model, serial number and attachments		
Seat Belt – Functioning Smoothly		
Hood Latch – Adjusted and securely fastened		
Brake Fluid – Check level		
Engine On Checks – Unusual noises must be investigated immediately		
Accelerator or direction control pedal – functioning smoothly		
Service & parking brake – functioning smoothly		
Steering Operation – functioning smoothly		
Drive Control – Forward/Reverse – functioning smoothly		
Tilt Control – Forward and Back – functioning smoothly		
Hoist and Lowering Control – functioning smoothly		
Attachment Control – Operation		
Horn and Lights – functioning		
Gauges: ammeter, engine oil pressure, hour meter, fuel, temp., instrument monitors		
Completed by:	Signature:	

ELECTRICAL SAFETY

It is recommended that the provisions contained in the following electrical safety checklist be adhered to in an effort to eliminate and/or reduce the incidence of electrical safety concerns:

- 1.1 Extension cords should:
 - 1.1.1 Be as short as possible.
 - 1.1.2 Never be used in areas where they will be stepped on and tripped over.
 - 1.1.3 Never be used on work benches or floor when liquids are present.
 - 1.1.4 Only be used as temporary wiring unless approved by Operation Services Department
- 2.1 Never attempt to repair or adjust electrical equipment unless authorized.
- 3.1 Do not use faulty or malfunctioning equipment unless the nature of the fault or malfunction is fully understood and is known not to be hazardous.
- 4.1 All electrical equipment must have an equipment ground, be double insulated or safetyapproved. For small appliances (any appliances with a two-prong plug), a surge protector must be used.
- 5.1 Pull on the plug, not the cord, when unplugging a cord from the power source.
- 6.1 Report damaged or frayed cords.
- 7.1 Do not use portable electrical equipment if standing on a wet surface or if hands are wet.
- 8.1 Do not block access to electrical control panels.
- 9.1 Know where the main control panel for your department is located. Learn how to disconnect circuit in case of accident.
- 10.1 Report all accidents immediately.
- 11.1 Contact your supervisor, if you need a power strip/surge protector.

ERGONOMIC WELLNESS - GENERAL

It is recommended that the provisions contained in the following office ergonomic checklist be adhered to in an effort to eliminate and/or reduce ergonomic concerns:

- 1.1 Maintain proper posture when performing tasks.
- 2.1 Alternate between different postures on a regular basis.
- 3.1 Use minimum force while striking the keys when keyboarding.
- 4.1 Keep a neutral position, where the forearms, wrists and hands are in a straight line.
- 5.1 Avoid awkward reaching for work tools such as telephone, mouse, and reference materials.
- 6.1 Avoid resting elbows, forearms or wrists on hard surfaces or sharp edges.
- 7.1 Alternate between work activities, which use different muscle groups to avoid overuse.
- 8.1 Proper exercises are a complement to a complete office ergonomics program.

FALL PROTECTION
OSHA STANDARD 1910.140

This plan is designed to enable supervisors and employees to recognize fall hazards on this job and to establish the procedures that are to be followed in order to prevent falls to lower levels or through holes in walking and working surfaces in accordance with OSHA Standard 1910.140. Each employee will be trained in these procedures and must strictly adhere to them except when doing so would expose them to a greater hazard. All employees must understand the seriousness of the situation and act when unsafe conditions persist.

It is the responsibility of supervisor to implement this fall protection plan. The supervisor will constantly observe work operation to ensure that safety policy and procedures are being followed. Any changes that are made to this plan must be approved by the department head.

1. Personal Fall Protection

- 1.1 Fall arrest systems, safety nets, and guardrails would be required where needed and feasible for work area.

2. Fall Protection Systems

- 2.1 Where conventional fall protection systems are infeasible or create a greater hazard, we plan to use the following system:
 - 2.1.1 We plan to use a safety monitoring system in addition to limiting the number of employees involved for the time necessary to complete the job. The (#) of employees will be observed and monitored by one safety monitor.
 - 2.1.2 Only employees with appropriate experience, skills, and training will be allowed to perform work in the area designated by this fall plan. All employees that will be working in this area under the safety monitoring system shall be trained and instructed on all known hazards.

3. Safety Monitoring System.

- 3.1 A safety monitoring system is a fall protection system in which a competent person is responsible for recognizing and warning employees of fall hazards. The duties of a safety monitor include:
 - 3.1.1 Warn by voice when an employee approaches an open edge in an unsafe manner.
 - 3.1.2 Warn by voice if a dangerous situation developing which cannot be seen by other employees involved in the task.
 - 3.1.3 Be competent in recognizing fall hazards

4. Control Zone System.

- 4.1 A controlled access zone is an area, which is designated and clearly marked, where work may take place without the use of a guardrail, safety net, or personal fall arrest systems to protect employees in the area. Control zone systems will comply with the following provisions:

Example: A platform, tower and /or toeboards will be installed to assist in controlling areas

FIRST AID

This policy does not supersede or replace an exposure control program that is required by 29 CFR 1910.1030 when there is foreseeable employee exposure to bloodborne pathogens arising from performance of an employees job duties, such as a designated first responder.

In the event an employee is injured on the job, first aid kits are available for minor treatment. In the event of a serious injury, 911 or medical response will be summoned. No employee is required to treat another's wounds. However, in the event "Good Samaritan" assistance is rendered, barrier protection is available in the first aid kits. The employer is not responsible for any exposure to blood or body fluids that the "Good Samaritan" may incur.

FITNESS FOR DUTY – EMS

The purpose of the Fitness for Duty program is to ensure employees are physically capable of performing their duties, and to explain the minimum requirements for continued employment. This policy applies to all EMS Division employees.

1. Physical Demands

- 1.1 Every EMS employee should understand the physical demands associated with working in the EMS environment which includes
- 1.1.1 The ability to exert up to 150 pounds of force occasionally, and/or up to 75 pounds of force frequently, and/or 20 pounds of force constantly to move objects.
 - 1.1.2 Working in and around emergency scenes involving hazardous materials, highway traffic, fires, and natural disasters
 - 1.1.3 Wearing protective equipment sometimes for extended periods of time
 - 1.1.4 Working in extreme environmental conditions potentially for extended periods of time
 - 1.1.5 Working in confined areas requiring a high degree of agility and mobility
 - 1.1.6 Physical demand requirements are for Very Heavy Work.

2. Personal Health

- 2.1 Emergency Services employee's should be in good health themselves; to be able to care for others.
 - 2.1.1 All employees will be screened annually for health problems at the expense of the County.
 - 2.1.2 This screening will include at a minimum:
 - a) Blood work
 - b) Anthropometric measurements
 - c) Pulmonary function test
 - d) Body Composition Analysis
 - e) Resting 12 lead ECG
 - f) Cardiac stress test
 - g) Vision and hearing test
 - h) Physician consultation with recommendations for improvement
 - i) The screening process will certify the employees fitness for duty
- 2.2 Any employee who according to the screening process is unfit for duty will be referred to his or her personal physician for follow up and will be placed on administrative leave until cleared to safely perform the functions of the job.
 - 2.2.1 Employee may use sick or vacation time to cover absence from duty.
 - 2.2.2 Employees' physician must certify in writing that the employee is capable of returning to work.
 - 2.2.3 Any employee failing to obtain certification from their physician entitling them to work as an EMT or Paramedic will either be reassigned to an open position in the department or will be given preference for other positions within County Government.
- 2.3 Any employee who fails to complete the annual screening process will be immediately suspended without pay until the screening is completed. If after one month the employee is not compliant, he or she will be terminated from employment.

GLOBAL HARMONIZATION SYSTEM

The purpose of the Global Harmonization System is to reduce the occurrence of workplace illnesses and injuries caused by hazardous chemicals. The program is designed to; achieve compliance within Brunswick County for Hazard Communication title 29 Code of Federal Regulations 1910.1200 and to provide information and training for employees who work with hazardous chemicals.

In accordance with the standard, all employees exposed to handling or the use of hazardous chemicals in the workplace must have a written hazard communication program made available upon request. In addition, this written program will be provided to designated employee representatives and authorized representatives of the North Carolina Commissioner of Labor upon request.

Under the program, employees are informed of the contents of the Hazard Communication Standard, the hazardous properties of chemicals with which they work, safe handling procedures and measures to take to protect them from chemical hazards. Employees are informed of the hazards associated with non-routine tasks as well. The following describes the working components of the standard required in Brunswick County;

- (1) Written Program - Describe how the criteria specified in the standard will be met;
- (2) Determination of Hazards -Include a list of hazardous chemicals known to be present using the chemical or common name as it appears from the manufacturer. A material safety data sheet to acCounty each product used in the workplace;
- (3) Labels & Warnings – Appointed responsible person will ensure all hazardous chemical in the facility are labeled and updated as necessary.
- (4) Multi employer Worksites- Describe methods used to inform any contractor with employees in the workplace of hazards that may be exposed to and appropriate protective measures.
- (5) Training- Everyone who is potentially exposed to hazardous chemicals in the workplace will receive initial training on the Hazard Communication Standard and the safe use of chemicals in the workplace by the supervisor, director or the risk manager.

1. Written Program

- 1.1 Brunswick County intends to protect the safety and health of our employees who are exposed to hazardous chemicals in the workplace, and to comply with the provisions of 29 CFR 1910.1200.
- 1.2 The Supervisor of each departmental division is responsible for monitoring all related activities to ensure compliance with both the intent and specifics of this program.
- 1.3 Each supervisor will be held responsible for strict adherence to these policies and will closely monitor all activities involving hazardous chemicals.

- 1.4 Each employee will carefully follow established work practices and promptly report observed or potential problems to supervision.

2. Determination of Hazards

- 2.1 A list of all hazardous chemicals for each workplace has been made and is readily available, upon request, to any employee, working on any shift. A Safety Data Sheet (SDS) for each hazardous chemical on the list referenced above is on file. The supervisor and shop foreman are responsible to ensure that the list of hazardous chemicals is kept current and that a current SDS for each hazardous chemical used is on hand. The employees are made aware of each potential hazard presented by each product and the chemicals causing potential hazard as it is provided on the SDS.

3. Labels and Warnings

- 3.1 All containers of hazardous chemicals in each workplace will be conspicuously labeled with the identity of the chemical (same as on the applicable SDS), and the appropriate hazard warnings. If the chemical is a known or suspected cancer causing agent (carcinogen), or if it is known to affect a specific organ of the body, this information will also be placed on the container label. The person having supervisory responsibility for the storage or use of each hazardous chemical will ensure that such labels are not defaced and that they remain legible at all times. Supervisors and shop foremen will ensure that an adequate supply of labels are kept on hand and made available to the responsible supervisors.
- 3.2 Supervisor and shop foreman are responsible for anticipating, as much as possible, the hazards that would be present for non-routine tasks, such as chemical spill or container rupture. Clean-up procedures and proper personal protective equipment shall be considered and adequate training for such tasks shall be addressed.

4. Multi Employer Worksites (Contractors)

- 4.1 When an outside contractor will be used, it will be the responsibility of supervisor and/or shop foreman to advise the contractor of any hazardous chemicals to which their employees may be exposed and the appropriate protective measures to be taken. Conversely, it will be the same person(s) responsibility to determine if the contractor will be using any hazardous chemicals during this work that would expose employees. Appropriate training and protective measures must be taken in order to protect employees. Prior to any work being performed by an outside contractor involving hazardous chemicals, the supervisor and/or shop foreman are to be advised.
- 4.2 All employees exposed to any hazardous chemicals will complete an information and training program which includes at least the subjects listed below. New employees must

complete similar instruction before initial exposure to any hazardous chemical in the workplace.

5. Training

- 5.1 Adequate training of all employees exposed to hazardous chemicals will be given by the supervisor/director or risk manager.
- 5.2 Employee training shall include at least the following:
 - 5.2.1 Methods and observations used to detect the presence or release of a hazardous chemical in the work area such as monitoring devices, appearance or odor.
 - 5.2.2 The physical and health hazards associated with each chemical, as specified in the MSDS.
 - 5.2.3 Action that employees can take to protect their own safety and health, including specific procedures that have been established for normal work practices, emergency procedures, and policies on the use of personal protective equipment.
 - 5.2.4 Details of the Hazard Communication Program, including an explanation of the labeling system used on in-house containers of hazardous chemicals. Also, details of how employees can obtain and use information contained in the MSDS.
- 5.3 It is the intent of Brunswick County Commissioners and management to protect the safety and health of each employee, our most valuable and valued asset. By following correct procedures, no employee should experience any harmful effects from working with chemicals in their workplace.

HEARING CONSERVATION

Under the current OSHA Standard for Occupational Noise Exposure (29 CFR 1910.95) all workers exposed to 85 dBA Time Weighted-Average (TWA) are to be included in a hearing conservation program. It is important to note that for work shifts in excess of 8 hours, the 85 dBA TWA is reduced. For example, exposures in excess of 83.4 dBA for a 10-hour work shift and exposures in excess of 82.1 dBA for a 12 hour work shift necessitate inclusion in a hearing conservation program. An effective hearing conservation program is defined to include:

- a) An assessment of noise exposure
- b) Annual audiometric tests of exposed workers
- c) Maintenance of noise and hearing data records
- d) Noise abatement and/or administrative controls
- e) Availability of hearing protectors
- f) Employee training and education

An ongoing noise exposure evaluation program is required under the OSHA Standard for Occupational Noise Exposure (29 CFR 1910.95) when “information indicates that any employee’s exposure may equal or exceed an 8 hour Time-Weighted Average of 85 dBA . Monitoring shall be repeated whenever a change in production, process, equipment or control increases noise exposure to the extent that: 1) Additional employees may be exposed at or above the action level or 2) the attenuation provided by the hearing protectors being used by the employees may be rendered inadequate.” A complete sound survey of the plant is recommended at least every two years.

After determining the noise level, and if it is 85 dBA TWA, then it is required that employers provide to the employees the following:

- a) Annual hearing tests
- b) Annual hearing conservation training
- c) Hearing protection (optional or mandatory)
- d) The OSHA Noise Standard (29 CFR 1910.95) posted
- e) Notification of the results of the sound survey

If the Noise level exceeds 90 dBA, the OSHA Noise Standard requires that engineering and administrative control measures must be investigated, evaluated and where feasible, utilized to reduce employee exposures. It is important that any measure investigated, utilized, or evaluated to reduce the noise levels be documented.

LAB SAFETY
OSHA STANDARD 1910.1450

1. General

- 1.1 The general intent of the chemical hygiene plan for Brunswick County is to:
 - 1.1.1 To protect laboratory employees from health hazards associated with the use of hazardous chemicals in our laboratory,
 - 1.1.2 To assure that our laboratory employees are not exposed to substances in excess of the permissible exposure limits as defined by OSHA in 29 CFR 1910 Subpart Z.
- 1.2 The plan will be available to all employees for review and a copy will be located in the Health Department and Utilities.
- 1.3 This plan will be reviewed annually by the department head and updated as necessary.
- 1.4 Department Directors or their designee will act as the Chemical Hygiene Officer (CHO).

2. Standard Operating Procedures (SOP's)

- 2.1 SOP's are located in each laboratory and are applicable as needed when situations arise such as:
 - 2.1.1 Accidents, spills
 - 2.1.2 Avoidance of routine exposure
 - 2.1.3 Choice of chemicals and storage
 - 2.1.4 Compressed gases
 - 2.1.5 Corrosive agents
 - 2.1.6 Eating, drinking, smoking, etc.
 - 2.1.7 Electrically powered laboratory apparatus
 - 2.1.8 Equipment and glassware
 - 2.1.9 Exiting
 - 2.1.10 Fires, explosions
 - 2.1.11 Horseplay
 - 2.1.12 Mouth suction
 - 2.1.13 Personal apparel
 - 2.1.14 Personal housekeeping

- 2.1.15 Personal protection
 - 2.1.16 Planning
 - 2.1.17 Pressurized and vacuum operations
 - 2.1.18 Low temperature procedures
 - 2.1.19 Unattended operations
 - 2.1.20 Use of hood
 - 2.1.21 Vigilance
 - 2.1.22 Waste disposal and storage and
 - 2.1.23 Working alone
- 2.2 Additionally, if a biological and/or laser safety programs are needed they will be located each laboratory location.

3. Control Measures to Reduce Employee Exposure to Hazardous Chemicals

- 3.1 Where applicable, the following controls measures will be used to reduce employees exposure to hazardous chemicals:
- 3.1.1 Laboratory fume hoods
 - 3.1.2 Biological safety cabinets
 - 3.1.3 PPE
 - 3.1.4 Respirators shall be used in accordance with the respiratory protection program of Brunswick County and with the OSHA respirator standard 29 CFR 1910.134.
 - 3.1.5 Employees will be instructed on the location and use of eye wash stations and safety showers. Supervisors will be responsible for location and communication of such equipment.
 - 3.1.6 Employees will be trained fire protection systems within the lab.

4. Maintenance of Fume Hoods and Other Protective Equipment

- 4.1 FUME HOODS will be inspected in accordance with the local fire marshal and manufacturers recommendation.
- 4.2 Lab employees will maintain fume hoods according to the SOP for that location based on manufacturer's recommendations.

5. Employee Information and Training

- 5.1 Each employee covered by the laboratory standard will be provided with information and training so that they are apprised of the hazards of chemicals present in their work area. This training will be given at the time of initial assignment and prior to new assignments involving different exposure situations.

- 5.2 The training/information session shall include:
- 5.2.1 The contents of 29 CFR 1910.1450 and its appendices
 - 5.2.2 The availability and location of the written chemical hygiene plan.
 - 5.2.3 Information on OSHA permissible exposure limits (PELs) where they exist, and other recommended exposure limits.
 - 5.2.4 Signs and symptoms associated with exposure to hazardous chemical in laboratories.
 - 5.2.5 Location of reference materials, including all MSDSs received, on the safe handling of chemicals in laboratories.
 - 5.2.6 Methods to detect the presence or release of chemicals (i.e. monitoring, odor thresholds, etc.).
 - 5.2.7 The physical and health hazards of chemicals in laboratory work areas.
 - 5.2.8 Measures to protect employees from these hazards, including:
 - a) Standard operating procedures;
 - b) Work practices;
 - c) Emergency procedures;
 - d) Personal protective equipment; and
 - e) Details of the chemical hygiene plan.
- 5.3 Department Directors are responsible for assuring employees have the proper training for the duties they perform.
- 5.4 Each employee will sign a form documenting that they have received training.
- 5.5 Each lab supervisor is responsible for developing standard operating procedures and communicating it to affected employees.

6. Prior Approval for Specific Laboratory Operations

- 6.1 Certain laboratory procedures which present a serious chemical hazard require prior approval from the department head before work can begin. For this facility, these procedures include:
- 6.1.1 Work with select carcinogens;
 - 6.1.2 Work with reproductive hazards;
 - 6.1.3 Work with neurotoxins; and
 - 6.1.4 Work with acutely hazardous chemicals (Consider the 8 physical hazards as well as the health hazards in this determination).

7. Medical Consultation and Examination

7.1 The local hospital shall provide, to affected employees, medical attention including follow-up examinations which determines is necessary under the following circumstances:

7.1.1 Whenever an employee develops signs and symptoms associated with a hazardous chemical to which they may be exposed, the employee shall be provided an opportunity to receive appropriate medical examination. The employee shall contact the Chemical Hygiene Officer to initiate the medical program; and/or

7.1.2 Where exposure monitoring reveals an exposure level routinely above the OSHA action level (AL) (or in the absence of an action level), exposure above the OSHA permissible exposure level (PEL) for OSHA regulated substances for which there are medical monitoring and medical surveillance requirements, medical surveillance shall be established for that employee. Currently our laboratory uses:

- a. _____ (e.g. Benzene)
- b. _____ (e.g.. Formaldehyde)
- c. _____ (list other substances covered)

All of which have a separate OSHA standard with medical surveillance requirements.

7.1.3 Whenever an event takes place in the work area, such as a spill, leak, explosion or other occurrence resulting in the likelihood of a hazardous exposure, the affected employee, laboratory or custodial, shall be provided an opportunity for a medical consultation. This consultation is for the purpose of determining the need for a medical examination.

7.1.4 All medical examinations and consultations are provided by a licensed physician, or supervised by a licensed physician. These examinations are provided without cost to the employee, without loss of pay, and at a reasonable time and place.

7.1.5 The lab supervisor will provide the following information to the physician:

- a) Identity of the hazardous chemical to which the employee may have been exposed;
- b) A description of the conditions of the exposure including exposure date if available; and
- c) A description of signs and symptoms of the exposure that the employee is experiencing (if any).

7.1.6 The written opinion that the County receives from the physician shall include:

- a) Recommendations for future medical follow-up;

- b) Results of examination and associated tests;
 - c) Any medical condition revealed which may place the employee at increased risk as the result of a chemical exposure; and
 - d) A statement that the employee has been informed by the physician of the results of the examination/consultation and told of any medical conditions that may require additional examination or treatment.
- 7.1.7 The material returned to Brunswick County by the physician shall not include specific findings and diagnosis which are unrelated to occupational exposure.

8. Responsibilities Under the Chemical Hygiene Plan

- 8.1 The Department head will designate as the chemical hygiene officer (CHO)
_____ (insert position)
_____ for (location).
- 8.2 A chemical hygiene committee shall be formed. The membership list and minutes of the meetings are filed in/at _____ (insert location) for employee review.

_____ Chemical Hygiene Officer;
_____ Laboratory Supervisor;
_____ Project Director; and
_____ Laboratory Worker.

9. Additional Protection for Work With Select Carcinogens, Reproductive Toxins, and Chemicals With High Acute Toxicity

- 9.1 When any of these chemicals are used, the following provision shall be employed where appropriate:
- 9.1.1 Establishment of a designated area;
 - 9.1.2 Use of containment devices such as fume hoods;
 - 9.1.3 Procedures for safe removal of contaminated waste;
 - 9.1.4 Decontamination procedures.

[Note: According to the standard, a SELECT CARCINOGEN means any substance which meets one of the following criteria: (i) it is regulated by OSHA as a carcinogen; or (ii) it is listed under the category, "known to be carcinogens", in the Annual Report on Carcinogens published by the National Toxicology Program (NTP) (latest edition); or (iii) it is listed under Group 1 ("carcinogenic to humans") by the International Agency

for Research on Cancer Monographs (IARC)(latest editions); or (iv) it is listed in either Group 2A or 2B by IARC or under the category, “reasonably anticipated to be carcinogens” by NTP, ...]

10. Emergency Response

Hazardous Waste Operations and Emergency Response (developed in response to SARA Title III). Please review these two standards and develop appropriate emergency procedures for your facility if your facility is covered by one of these standards.

Appendix_ is our County’s emergency action plan under 1910.38.

Appendix____ is our County’s emergency response plan under 1910.120.

11. Laboratory Standard Training

11.1 Occupational exposure to hazardous chemicals in laboratories standard (29 CFR 1910.1450):

- 11.1.1 Content of the standard and appendices;
- 11.1.2 Location and explanation of the chemical hygiene plan;
- 11.1.3 Location of reference materials and material safety data sheets (MSDS); and
- 11.1.4 Details of access to medical consultation and management system.

11.2 Physical Hazards:

- 11.2.1 Combustible liquids;
- 11.2.2 Compressed gas;
- 11.2.3 Explosive;
- 11.2.4 Flammable;
- 11.2.5 Organic peroxide;
- 11.2.6 Pyrophoric;
- 11.2.7 Unstable (reactive); and
- 11.2.8 Water reactive.

11.3 Health Hazards:

11.3.1 Local:

- a. Irritants, and
- b. Corrosives.

11.3.2 Systemic:

- a. Toxics:
 - Acute/Chronic- toxics
 - Nervous System Effects;

- Respiratory System Effects; and
 - Reproductive System Effects.
 - b. Sensitizers; and
 - c. Carcinogens.
- 11.4 Route of Exposure:
 - 11.4.1 Inhalation;
 - 11.4.2 Skin Absorption; and
 - 11.4.3 Ingestion.
- 11.5 Amount of Absorption:
 - 11.5.1 Gases/Vapors;
 - 11.5.2 Particulates:
 - a. Dust
 - b. Mist
 - c. Fume
- 11.6 Dose:
 - 11.6.1 Work Practices;
 - 11.6.2 Personal Hygiene;
 - 11.6.3 Weight;
 - 11.6.4 Personal Protective Equipment; and
 - 11.6.5 Environmental Controls.
- 11.7 Duration of Exposure
- 11.8 Exposure Limits Including PELs:
 - 11.8.1 Definition;
 - 11.8.2 Established by:
 - a. Chemical Similarity;
 - b. Animal Studies; and
 - c. Human Studies.
- 11.9 Air Sampling
 - 11.9.1 Required by OSHA;
 - 11.9.2 Employee Reports of Illness;
 - 11.9.3 Confined Space Work; and
 - 11.9.4 Other.

- 11.10 Response:
 - 11.10.1 Age;
 - 11.10.2 Gender;
 - 11.10.3 Body Size;
 - 11.10.4 Health Status;
 - 11.10.5 Personal Habits; and
 - 11.10.6 Other Exposures.
- 11.11 Employee Concerns:
 - 11.11.1 Symptoms Limited/Many Causes;
 - 11.11.2 Documentation;
 - 11.11.3 Referral; and
 - 11.11.4 Refusal to Work.
- 11.12 County Specific Standard Operating Procedures

12. Laboratory Rules Summary 1910.1450

- 12.1 All laboratories where there is the potential for employee exposure to a hazardous chemical are covered.
- 12.2 Exposure monitoring must be conducted to assure compliance with OSHA Permissible Exposure Limits (PELs).
- 12.3 The employer must notify the employee to air sampling results within 15 days of receipt of results.
- 12.4 The Chemical Hygiene Plan includes:
 - 12.4.1 Methods used to keep exposure below the PELs;
 - 12.4.2 Standard Operating Procedures (SOPs) for health and safety;
 - 12.4.3 Control measures and protective equipment;
 - 12.4.4 Fume hood inspection and maintenance;
 - 12.4.5 Medical consultation and exams;
 - 12.4.6 Designating a Chemical Hygiene Officer and/or committee;
 - 12.4.7 Employee notification and training; and
 - 12.4.8 Additional employee protection measures.
- 12.5 Employee Information and Training – Information and training must be provided to employees ensuring them of:

- 12.5.1 Hazards present in their work area;
 - 12.5.2 The contents of the standard;
 - 12.5.3 The Chemical Hygiene Plan;
 - 12.5.4 PELs for materials in the lab;
 - 12.5.5 Reference materials on chemical safety;
 - 12.5.6 MSDS location and availability;
 - 12.5.7 Protective measures; and
 - 12.5.8 Signs and symptoms of chemical exposure.
- 12.6 Medical Surveillance – Medical consultation and exams must be provided:
- 12.6.1 Whenever an employee displays signs and/or symptoms of chemical exposure;
 - 12.6.2 When exposure monitoring exceeds an action level or PEL that requires medical surveillance; and following a spill or leak or other emergency.
- 12.7 Hazard Identification – With respect to labels and MSDSs:
- 12.7.1 Incoming labels must not be removed or defaced;
 - 12.7.2 MSDSs received with incoming shipments must be maintained and accessible;
 - 12.7.3 Employer must determine if a material produced in the laboratory is hazardous; and if material produced in the lab and shipped must meet the Hazard Communication Standard for MSDS and labeling.
- 12.8 Respirators – When respirator protection is required, the OSHA respirator standard (29 CFR 1910.134) must be followed.
- 12.9 Recordkeeping – All exposure monitoring and medical surveillance data must be maintained in accordance with the OSHA standard for recordkeeping (29 CFR 1910.1020).

LOCK OUT / TAG OUT PROCEDURE ***OSHA STANDARD 1910.147***

The County of Brunswick Lockout / Tagout Procedure (LTP) has been developed to provide maximum protection to employees and equipment. This LTP is in accordance with OSHA Standard 1910.147 and establishes a program which provides the requirements for the lockout and/or tagout of energy isolating devices, such as, but not limited to, equipment controls, valves, switches, disconnects, etc. This LTP shall be used to ensure that equipment or machine(s) or piping are isolated from all potentially hazardous energy, and locked out and/or tagged out before personnel perform any servicing or maintenance activities where the unexpected energization, start-up, or release of stored energy could result in personal injury or damage to the equipment, machinery and/or piping being worked on.

Personnel and equipment safety is the primary objective of this procedure. The success of the County's LTP depends upon all participating personnel having a thorough and complete understanding of the procedures; proper supervision and direction from authorized personnel; strict compliance with the LTP procedures by all departmental personnel as well as personnel from other departments and contract personnel.

1. Definitions

- 1.1 **Cleared** - Equipment control points tagged and/or locked in the “OFF” position with hold order tag or lockout prior to performing work.
- 1.2 **Clearance File** - An official file in which released clearance sheets are stored in sequential order.
- 1.3 **Clearance Holder** - Personnel authorized by the Supervisor or Lead Personnel to hold clearance listed.
- 1.4 **Clearance Log Book** - An official log book used to record clearances in sequential order, to include clearance number, equipment, who the clearance is assigned to and date released, as a minimum.
- 1.5 **Clearance Notebook** - An official notebook in which the clearance sheet(s) are maintained until it has been released.
- 1.6 **Clearance Sheet** - An official sheet used by the Supervisors and Lead Personnel for each clearance being issued. It contains all pertinent information associated with the clearance(s).
- 1.7 **Equipment** - Any machine, device or apparatus either electrical, mechanical, or hydraulic including all piping.
- 1.8 **Grounding Strap** - Device used to provide energy a path to ground. Some electrical work may require the use of grounding straps to ensure safe working conditions.
- 1.9 **Hold Order Tag (HOT)** - The hold order tag is a red warning tag used to indicate that equipment is under a clearance and SHALL NOT be operated or energized. Written upon each hold order tag is important information such as the apparatus the tag should be applied to, the attachment location, time, date and the identification of the employee applying the tag. Hold order tags SHALL be applied to all points where energy isolation protection has been provided and are to be numbered the same as the related clearance sheet. Under NO circumstances SHALL any equipment be operated until all hold order tag(s) has been removed by authorized employees. Any number of hold order tags may be used with an authorized clearance.
- 1.10 **Lockout/Tagout Program (LTP)** - The program outlining the method which shall be followed in requesting, applying and releasing a clearance.
- 1.11 **Lockout** - The use of locking device(s) to secure the main points of control of equipment in the “OFF” position to prevent accidental startup or energizing. Authorized clearance holders requesting a clearance may request the placement of lock out devices.

- 1.12 **Lockout Station** - Location where lockout/tagout devices may be found.
- 1.13 **Official Clearance List** - An official list that is maintained in the clearance notebook of those persons authorized to hold a clearance. The list shall contain the person's name, title, pager number, cell phone number and home phone number.
- 1.14 **Operator** - An treatment plant operations personnel authorized by the Supervisor or Instrumentation & Electrical Lead Personnel or Maintenance Lead Personnel to perform tasks necessary to establish a clearance, such as a hold order tag (HOT).
- 1.15 **Supervisor** - The person(s) authorized to issue and close clearances on equipment within their treatment or distribution facility, (i.e., Northwest Water Treatment Facility, Highway 211 Water Treatment Facility or Booster Pumping Station No. 6), such as the Superintendent or Chief Utility Plant Operator.

2. Lines of Responsibility

- 2.1 Department Directors and the Supervisors are responsible for:
 - 2.1.1 Coordinating the development of the Lockout/Tagout Program (LTP) and associated standard operating procedures;
 - 2.1.2 Reviewing proposed updates and modifying the LTP accordingly;
 - 2.1.3 Ensuring compliance with the LTP through periodic inspections and evaluations;
 - 2.1.4 Informing treatment plant and distribution personnel of any changes or additions to the LTP;
 - 2.1.5 Coordinating initial LTP training of treatment plant and distribution personnel;
 - 2.1.6 Performing an annual audit of each facility's LTP to ensure that the Program and all its provisions are being followed.
- 2.2 The Supervisors are responsible for:
 - 2.2.1 Ensuring that employee LTP training is conducted and documented as required;
 - 2.2.2 Preparing and updating the official clearance list;
 - 2.2.3 Conducting regular meetings with lead personnel, treatment plant personnel and distribution personnel to determine if there are any problems with the application of the LTP;
 - 2.2.4 Informing Director or appointee of any problems with the LTP;
 - 2.2.5 Ensuring that contractors are provided with information and instruction on the LTP;
 - 2.2.6 Performing semiannual audits of outstanding clearances, as a minimum.

- 2.3 The Supervisors and Lead Personnel are responsible for:
 - 2.3.1 Assuming total control and responsibility in all applications of the LTP during each shift;
 - 2.3.2 Ensuring compliance from all affected Brunswick County employees;
 - 2.3.3 Conducting annual employee training in the LTP uses, procedures and restrictions;
 - 2.3.4 Reporting any problems with the LTP to the Director or appointee;
 - 2.3.5 Assuring that the issued clearance(s) provides a safe work environment for all affected employees and contractors;
 - 2.3.6 Ensuring that assigned employees are trained in the LTP;
 - 2.3.7 Informing shift personnel of any problems relating to the LTP.
- 2.4 The Clearance Holder is responsible for:
 - 2.4.1 Requesting a clearance from Department Director, Supervisor, or Lead Personnel;
 - 2.4.2 Checking the protection provided by a clearance by verifying a test of the clearance, as demonstrated by the attempted energization, startup, etc. of affected equipment and/or machinery and/or piping, prior to beginning related work;
 - 2.4.3 Notifying all affected employees prior to placement of protective lockout and/or tagout devices and informing them of the extent and limits of the clearance;
 - 2.4.4 Reporting the status of clearance-related work to the Supervisor or Lead Personnel and all affected employees as required;
 - 2.4.5 Ensuring that all temporary protective devices, such as grounding straps, or tools and/or other equipment, have been removed prior to the closing of the clearance.
- 2.5 All affected employees are responsible for:
 - 2.5.1 Complying with all LTP training instructions, conditions and requirements;
 - 2.5.2 Having a thorough working knowledge of the LTP;
 - 2.5.3 Informing the Supervisor of any problems associated with the LTP application;
 - 2.5.4 Asking questions when in doubt.
- 2.6 Contractors are responsible for:
 - 2.6.1 Obtaining instructions from the Supervisor on the LTP;
 - 2.6.2 Following the conditions and requirements outlined in the LTP;
 - 2.6.3 Immediately reporting all problems encountered with the LTP to the Supervisor;
 - 2.6.4 Providing all affected contractor employees with instructions and training regarding the requirements of the County's LTP.

3. Training

- 3.1 The Department Director will coordinate initial LTP training for Supervisors and Lead Personnel;
- 3.2 All departmental Supervisors and Lead Personnel shall obtain initial LTP training to insure the knowledge and necessary skills for the safe application of the LTP;
- 3.3 Supervisors and Lead Personnel shall provide initial and annual training to all affected personnel before they are permitted to participate in the County's LTP;
- 3.4 Refresher training shall be provided whenever there is a change implemented with the LTP;
- 3.5 Supervisors shall document all personnel training sessions and file all appropriate documentation in personnel training files. Initial training shall be documented using the forms provided as Appendices in this program, with all subsequent LTP employee training be documented in the same manner.
- 3.6 Supervisors shall provide contractor management personnel with instructions and training on LTP before contractor's employees are allowed to participate in clearance-related work.

4. Authority to Issue and Hold Clearances

- 4.1 Clearance shall be issued only by the Supervisor to personnel whose names appear on the official clearance list;
- 4.2 The Department Director and Supervisors are responsible for assigning personnel to and approving the official clearance list;
- 4.3 The Department Director and Supervisors may use any combination of the following criteria to determine which personnel are qualified to be included on the official clearance list:
 - experience
 - training
 - job title
- 4.4 In certain situations it may be necessary to temporarily add contractor personnel to the official clearance list. In such cases, the Department Director or Supervisor shall add ONLY trained and qualified contractor management personnel to the official clearance list;
- 4.5 Supervisors shall insure that contractor personnel training is approved LTP training.

5. Number of Authorized Personnel on a Clearance

- 5.1 There is no limit to the number of authorized personnel that may be on the same clearance. The number of personnel on a clearance is to be decided by the type and scope of work required by each craft.

ALL AUTHORIZED EMPLOYEES ON A CLEARANCE SHALL VERIFY THEIR SAFETY BY PERSONALLY CHECKING THE PROTECTION PROVIDED BY THE CLEARANCE.

6. PROCEDURES.

- 6.1 Conditions for issuing a clearance:

- 6.1.1 A clearance is required whenever necessary to isolate switches, power disconnects, circuit breakers, valves, or other equipment devices from all sources of hazardous energy. When properly applied, a clearance will encircle the effected equipment with a line of isolation protection. ALL clearances SHALL be maintained during the entire period work is being performed on the equipment, machinery and/or piping;
- 6.1.2 No clearance-related work shall be performed on affected equipment, machinery and/or piping until the clearance holder is satisfied that the equipment is safe to work on.

- 6.2 Issuing a Clearance - TAGS ONLY:

- 6.2.1 The clearance holder (personnel authorized to receive a clearance) shall request a clearance from the Supervisor or Lead Personnel ONLY. The request shall be made as far ahead of the date needed as possible;
- 6.2.2 The Supervisor and Lead Personnel shall determine if the equipment, machinery, and/or piping in question can be cleared;
- 6.2.3 If the equipment can be cleared, the Supervisor or Lead Personnel shall generate a hold order number from the clearance logbook. This number will be the next number in sequence to the previous hold order number issued;
- 6.2.4 The Supervisor or Lead Personnel shall record the hold order number in the clearance log book, including the equipment, machinery and/or piping being cleared, the name of the person receiving the clearance and the date issued;
- 6.2.5 The Supervisor or Lead Personnel shall decide what items will require a hold order tag to insure that the equipment, machinery and/or piping can be safely isolated. This information shall be recorded on the clearance sheet. The clearance sheet shall include the date, the hold order number, the name of the person receiving the clearance, his or her division, and a brief description of the work to be performed;
- 6.2.6 If the Supervisor or Lead Personnel shall determine if additional clearance sheets are required for a single clearance, such as during an outage, the Supervisor or Lead Personnel shall use additional clearance sheet(s) and denote the additional

page numbers in the upper right-hand corner. All additional clearance sheets shall be attached to and shall contain the same heading information as listed on the original clearance sheet;

- 6.2.7 The Supervisor or Lead Personnel shall prepare the hold order tag(s). The hold order tags shall include the following information:
- a) Hold order number;
 - b) Date;
 - c) Time;
 - d) Equipment, machinery and/or piping held;
 - e) Item to which the tag is to be attached to; and,
 - f) Name of the person receiving the clearance.
- 6.2.8 Hold order tags shall be laminated if necessary and attached to control points with single-use nylon cable ties only;
- 6.2.9 The Supervisor or Lead Personnel shall contact affected operations personnel when the hold order tags are ready to be placed. The operations personnel shall record such in the operations log book including the time and name of equipment, machinery and/or piping being cleared;
- 6.2.10 The Lead operations personnel shall then contact an authorized personnel who SHALL sign their name on the back of each hold order tag, clear the equipment, then attach the tag(s).
- 6.2.11 AUTHORIZED personnel include ONLY Brunswick County employees trained to perform duties associated with this program. For example; Director, or designee, Superintendent, Operator, Supervisor, Lead Instrumentation & Electrical Personnel, or Lead Maintenance Personnel.
- 6.2.12 All Department personnel and contractor personnel NOT TRAINED ARE NOT AUTHORIZED to place or remove hold order tags;
- 6.2.13 The authorized personnel, after signing each hold order tag thus clearing the equipment, machinery and/or piping and attaching the hold order tags, shall sign his or her name, including the time and date, on the clearance sheet;
- 6.2.14 In applying a clearance, hold order tags SHALL always be attached to the main points of control first;

- 6.2.15 The clearance holder requesting the clearance must be familiar with the equipment, machinery and/or piping being cleared and BEFORE THE WORK BEGINS, the clearance holder SHALL PERSONALLY verify the placement of the hold order tags and the protection provided prior to accepting the clearance;
- 6.2.16 After the clearance is in place, the Supervisor or Lead Personnel SHALL personally verify the placement of hold order tags. At that time if the Supervisor and/or Lead Personnel and the clearance holder are satisfied with the clearance protection, the Supervisor or the Lead Personnel SHALL issue the clearance by signing his/her name, title, time and date on the clearance sheet;
- 6.2.17 In the event the clearance holder is not satisfied with the protection provided by the clearance the clearance holder may request additional protection from the Supervisor and/or Lead Personnel;
- 6.2.18 The clearance holder is solely responsible for ensuring that grounding straps, where necessary, are properly placed, and removed upon completion of the clearance work. The clearance holder shall insure that the number of grounding straps placed and removed is indicated on the clearance sheet and are tagged with the tag number;

NOTE: Only qualified Instrumentation & Electrical Personnel shall place or remove grounding straps.

- 6.2.19 The clearance holder accepts the clearance by signing his or her name, time and date on the clearance sheet. ONLY legal signatures shall be acceptable, initials or nicknames are NOT acceptable on clearance sheets;
- 6.2.20 Other employees may sign on a clearance holder's clearance only if their names are listed on the official clearance list. All authorized personnel desiring to sign on an established clearance SHALL first verify their safety by checking the clearance protection during a walk-down of the hold order tags. Where necessary, such personnel may need assistance from Operations personnel to verify the safety of the clearance.

IMPORTANT - ALL PERSONS THAT ACCEPT A CLEARANCE SHALL PERSONALLY CHECK HOLD ORDER TAGS AND/OR LOCKS TO INSURE THAT THEIR PROTECTION IS ADEQUATE.

6.3 Issuing a Clearance - TAGS AND LOCKS:

- 6.3.1 An authorized clearance holder (personnel authorized to receive a clearance) shall request a clearance from ONLY the Supervisor or Lead Personnel. The request shall be made as far ahead of the date needed as possible;

6.3.2 Authorized clearance holders requesting a clearance MAY ALSO REQUEST LOCKOUT DEVICES. The locks and lockout hasps or other lockout devices shall be placed on the main points of control such as circuit breakers, power disconnects, main steam and water supply valves, etc.. Locks and lockout hasps may also be used with chains where necessary to lockout valves, etc.

6.3.3 A Clearance Holder, requesting lockout devices, SHALL be responsible for:

- a) Attaching a means of personal identification to each lockout device placed;
- b) Placing lockout devices on controls or other mechanisms.

**The method of identifying personnel applying lockout devices shall consist of attaching a laminated tag which lists the following wording "Lockout Device Applied by: _____" and containing personnel signature. A computer can be used to print on plain paper the wording "Lockout Device Applied: _____" prior to signature, lamination and placement of the tag with lockout devices.*

6.3.4 The Supervisor or Lead Personnel shall determine if the equipment, machinery and/or piping in question can be cleared for tagging and/or locking;

6.3.5 The Supervisor or Lead Personnel shall issue to the clearance holder lock(s), lockout hasps or other lockout devices, and only one (1) key to each lock. Lockout devices are NOT to be used to isolate equipment without a clearance.

NOTE: Only locks shall be attached to lockout hasps. Hold order tags SHALL NOT be attached to lockout hasps. Hold order tags SHALL ONLY be attached to the equipment or control mechanism.

6.3.6 Where equipment, machinery and/or piping can be cleared for tagging (and locking when requested), the Supervisor or Lead Personnel shall obtain a hold order number from the clearance logbook. This number shall be the next in sequence to the previous hold order number issued;

6.3.7 The Supervisor or Lead Personnel shall record in the clearance log book the hold order number, the equipment, machinery and/or piping being cleared, the name of the person receiving the clearance, and the date and time of the issue;

6.3.8 The Supervisor or Lead Personnel shall determine the equipment, machinery and/or piping that will require lockout and tagout to ensure that the equipment, machinery and/or piping being cleared is safe to work on. This information shall be recorded on the clearance sheet. The clearance sheet shall contain the date and time, the hold order number, the name of the person requesting the clearance,

their division, a brief description of the work to be performed and the number of locks issued;

- 6.3.9 If the Supervisor or Lead Personnel determine that multiple clearance sheets are required for a single clearance, such as during an outage, the Supervisor or Lead Personnel shall use additional clearance sheet(s) and denote the additional page numbers in the upper right-hand corner. All related clearance sheets used shall be attached to, and contain the same heading information as the initial clearance sheet;
- 6.3.10 The Supervisor or Lead Personnel shall prepare the hold order tags. The hold order tags shall include the following information:
- a) Hold order number;
 - b) Date;
 - c) Time;
 - d) Equipment, machinery and/or piping held;
 - e) Item to which the tag is to be attached to; and,
 - f) Name of the person receiving the clearance.
- 6.3.11 Hold order tags shall be laminated if necessary to protect the tag from steam, rain and humidity, etc.. Hold order tags shall be attached to control points with single-use nylon cable ties only;
- 6.3.12 The Supervisor or Lead Personnel shall contact affected operations personnel when the hold order tags are ready to be placed. The operations personnel shall record such in the operations log book including the time and name of equipment, machinery and/or piping being cleared;
- 6.3.13 The Lead operations personnel shall then contact an authorized personnel who SHALL sign their name on the back of each hold order tag, clear the equipment, then attach the tag(s).
- 6.3.14 AUTHORIZED personnel include ONLY Brunswick County employees trained to perform duties associated with this program. For example; Director, or designee, Superintendent, Operator, Supervisor, Lead Instrumentation & Electrical Personnel, or Lead Maintenance Personnel.

**All Department personnel and contractor personnel NOT TRAINED
ARE NOT AUTHORIZED to place or remove hold order tags;**

- 6.3.15 The authorized personnel, after signing each hold order tag clearing the equipment, machinery and/or piping and attaching the hold order tags, shall sign his or her name, including the date and time on the clearance sheet;
- 6.3.16 In applying a clearance, hold order tags and lockout devices SHALL always be attached to the main points of control first;
- 6.3.17 The personnel requesting the clearance must be familiar with the equipment, machinery and/or piping being cleared and when possible should contact the County the personnel placing the hold order tags.
- 6.3.18 If unable to contact the County personnel during tag placement, BEFORE THE WORK BEGINS, the clearance holder SHALL personally verify the placement of hold order tags and the protection provided prior to accepting the clearance;
- 6.3.19 If the clearance holder is not satisfied with the protection provided, he or she may request additional protection from the Supervisor.
- 6.3.20 After the clearance is in place and the Supervisor or Lead Personnel and the clearance holder are satisfied that adequate protection is provided, the Supervisor or Lead Person shall issue the clearance by signing on the clearance sheet, his or her name, title, time and date;
- 6.3.21 The clearance holder accepts the clearance by signing his or her name, time and date on the clearance sheet. ONLY legal signatures shall be acceptable, initials or nicknames are NOT acceptable on clearance sheets;
- 6.3.22 Other employees may sign on a clearance holder's clearance only if their names are listed on the official clearance list. All authorized personnel desiring to sign on an established clearance SHALL first verify their safety by checking the clearance protection during a walk-down of the hold order tags. Where necessary, such personnel may need assistance from Operations personnel to verify the safety of the clearance.

IMPORTANT - ALL PERSONS THAT ACCEPT A CLEARANCE SHALL PERSONALLY CHECK HOLD ORDER TAGS AND/OR LOCKS TO INSURE THAT THEIR PROTECTION IS ADEQUATE.

6.4 Releasing a Clearance

- 6.4.1 The clearance holder SHALL, when clearance work has been completed, insure that all lockout devices applied by him or her, or under his or her control, have

been removed and that all personnel are free and clear of equipment, machinery and/or piping;

- 6.4.2 The clearance holder shall notify the Supervisor or Lead Personnel of the job completion and the status of additional installations or any changes that may have been made;
- 6.4.3 The clearance holder shall return all locks or other lockout devices issued to him or her to the Supervisor or Lead Personnel. The Supervisor or Lead Personnel shall account for all lockout devices before releasing a clearance;
- 6.4.4 The clearance holder shall sign off the clearance sheet, in the spaces provided, thereby releasing his or her portion of the clearance and by that time shall have removed his or her lock(s);
- 6.4.5 When all clearance holders have signed off the clearance sheet, the Supervisor or Lead Personnel shall close the clearance and order all hold order tags to be removed.
- 6.4.6 The authorized personnel removing the hold order tags shall inspect the equipment, machinery and/or piping for hazardous and abnormal conditions before the equipment, machinery and/or piping is operated.
- 6.4.7 Hold order tags shall be removed in reverse order as originally installed. Again, the tags on the main point(s) of control shall be the last to be removed to insure that the equipment, machinery and/or piping can not be energized or operated;
- 6.4.8 After all hold order tags and locks have been removed and returned to the Supervisor or Lead Personnel, the personnel removing the tags shall sign the clearance sheet. The personnel shall sign his or her name, the number of tags removed, the time and date.

6.5 Testing Equipment Under a Clearance

Clearances are applied to encircle equipment with a line of protection. However, there are instances when tests must be performed on equipment that is under a clearance. This type of testing **SHALL** only be accomplished when a single clearance is in place. Where multiple clearances are present, the clearances **MUST** be reduced to a single clearance and to a single clearance holder. The following procedures shall be followed for testing equipment under a clearance:

- 6.5.1 The clearance holder shall notify the Supervisor or Lead Personnel that a test is required on the affected equipment, machinery and/or piping;

- 6.5.2 The clearance shall be released by the clearance holder before any operation of the affected equipment, machinery and/or piping are performed. If locks and hasps have been placed they must be removed by the clearance holder only;
- 6.5.3 The Supervisor or Lead Personnel shall order the hold order tags to be removed from the equipment, machinery and/or piping;
- 6.5.4 After the single clearance has been released, the test shall then be performed on the equipment, machinery and/or piping;
- 6.5.5 If additional work is required, the clearance must be reissued or a new clearance issued prior to work being resumed. The clearance holder(s) shall accept the reissued clearance only after rechecking the protection. In cases of reissued clearances, the same hold order tags and/or locks may be used, if legible.

6.6 Failure to Release a Clearance

There may be instances where a clearance holder fails to release a clearance due to an emergency, sickness, injury, etc.. Should this occur the following procedures shall be followed:

- 6.6.1 Supervisor or Lead Personnel shall attempt to contact the clearance holder and request that they return to work and sign off the clearance;
- 6.6.2 If this is not possible, that person's Supervisor or Lead Personnel shall be responsible for assuring that the clearance can be closed and the equipment, machinery and/or piping is safely returned to normal operation;
- 6.6.3 The person's Supervisor or Lead Personnel SHALL be so authorized to release the clearance for the now absent clearance holder;
- 6.6.4 If contact is NOT made with the clearance holder, upon his or her return to work the Supervisor or Lead Personnel shall immediately inform the clearance holder that the clearance was closed by his or her Supervisor or Lead Personnel.

6.7 Filing Clearance Sheets and Hold Order Tag Disposal

The following procedures are to be followed after a clearance has been closed:

- 6.7.1 The Supervisor or Lead Personnel shall remove all copies of the closed clearance sheet(s) from the clearance notebook and staple them together;
- 6.7.2 The closed clearance sheets will then be filed in sequential order in the inactive or completed clearance file for future reference. This file shall be maintained for two (2) years with the Supervisor or Lead Personnel;

6.7.3 The Supervisor or Lead Personnel shall be responsible for destroying all used hold order tags;

6.7.4 The Supervisor or Lead Personnel shall ensure that all locks, keys, hasps and other lockout devices are properly removed.

7. Clearance Sheet

The clearance sheet is used to record all relevant information about the clearance issued and shall include, but not limited to, the following information:

7.1 **FACILITY** - Enter the name of the facility (i.e., Northwest Water Treatment Facility, Booster Pumping Station No. 6, Courthouse Building, etc.);

7.2 **EQUIPMENT HELD** - Enter the name of the equipment, machinery and/or piping being cleared (i.e., No. 1 High Service Motor, Suction Valve and Discharge Valve);

7.3 **REQUESTED BY** - Enter the name of personnel requesting the clearance;

7.4 **DESCRIPTION OF WORK TO BE PERFORMED** - Enter a brief description of the work to be performed on the cleared equipment, machinery and/or piping (i.e., replace C12 Pressure Regulator etc.);

7.5 **PAGE ___ OF ___** - Enter the number of pages related to the original clearance sheet (i.e., Page 1 of 2, Page 2 of 2, etc.) Staple all related clearance sheets together;

7.6 **HOLD ORDER NUMBER (HON)** - Enter the successive hold order number obtained from the clearance log book;

7.7 **DATE** - Enter the date the clearance is to be effective;

7.8 **TAGS ATTACHED TO** - Enter a brief description of where the hold order tags will be placed such as valves, power disconnects, vents, or other control devices; and the device position (opened, closed). Hold order tags (HOT) are to be listed in sequence as to the order in which the equipment is cleared;

7.9 **LOCK NUMBER** - Enter number of locks that have been issued with the clearance and associated with the clearance tag. The numbers will be written on the locks. Enter lock

numbers under the correct craft or division (i.e., instrumentation & electrical or Field Operations), while the other space is to be used for contractors;

- 7.10 **TAGGED BY, NO. OF TAGS, TIME, DATE** - The personnel placing the hold order tags (HOT) after the clearance has been released will sign his or her name, enter the number of tags removed, the time and date the tags were removed;
- 7.11 **REMOVED BY, NO. OF TAGS, TIME, DATE** - The personnel removing the hold order tags (HOT) after the clearance has been released will sign his or her name, enter the number of tags removed, the time and date the tags were removed;
- 7.12 **ISSUING SUPERVISOR OR LEAD PERSONNEL, TIME, DATE** - The Supervisor or Lead Personnel preparing the clearance, after ensuring that the protection is adequate for the clearance holder(s), shall sign his or her name, time and date of the clearance;
- 7.13 **CLOSING SUPERVISOR OR LEAD PERSONNEL, TIME, DATE** - The Supervisor or Lead Personnel closing the clearance shall sign his or her name, and the time and date the clearance was closed;
- 7.14 **CLEARANCE ACCEPTED BY, TIME, DATE** - The person(s) accepting the clearance shall sign his or her name(s), division, time and date. The signature of this person(s) indicates that they have verified hold order tag (HOT) placement and agree that the clearance provides adequate protection;
- 7.15 **CLEARANCE RELEASED BY, TIME, DATE** - The personnel holding the clearance shall sign his or her name, division, time, and date to indicate that a clearance is no longer required.

NOTE: *The Supervisor or Lead Personnel shall not close a clearance until all personnel that accepted the clearance have released the clearance;*

NOTE: *On the clearance sheet places are provided for acceptance of the clearance. If additional personnel wish to be on the clearance, the Supervisor or Lead Personnel shall use additional clearance sheet(s) which contain the same heading information as the original clearance sheet. All related clearance sheets shall be stapled together.*

- 7.16 **NUMBER OF GROUNDS PLACED** - Enter the number of grounding straps that have been placed on the affected equipment, machinery and/or piping;
- 7.17 **NUMBER OF GROUNDS REMOVED** - Enter the number of ground straps that were moved or removed. This number should be the same as the number of grounds placed;

- 7.18 **GROUNDS REMOVED BY** - The person who removed all ground straps shall sign here;
- 7.19 **NUMBER OF LOCKS PLACED** - Enter the number of locks that were issued and placed;
- 7.20 **NUMBER OF LOCKS REMOVED** - Enter the number of locks that were removed and returned to the Supervisor or Lead Personnel;
- 7.21 **INITIALS** - The person placing or removing the locks will enter initials here, but not on the clearance.

Sample Energy Control Procedures are included in Appendix Page 206

LOCKOUT / TAGOUT PROCEDURE Minor Maintenance & Repair of Equipment

These requirements cover the maintenance of equipment where the unexpected energization, start-up, or release of stored energy could cause injury to employees.

The purpose of this procedure is to establish the minimum requirements for the lockout / tagout of hazardous energy isolating devices to prevent the unexpected energization or start-up of equipment or release of stored energy.

Employees shall be authorized by their manager to implement lockout / tagout procedures. They shall have received training in the recognition of applicable hazardous energy sources, the type and magnitude of the energy available, and the methods and means necessary for energy isolation and control.

Before working on any equipment, the employee responsible for service or maintenance shall complete this procedure and identify, isolate, and lockout all hazardous energies with standardized, single purpose locks having individual keys. The locks shall be accompanied by a "DANGER - DO NOT OPERATE" tag. A tag alone is permitted only when the equipment is incapable of being locked out.

REMOVAL OF EQUIPMENT FROM SERVICE

(Check and initial as provided when complete)

Equipment Location and Type _____

Reason for Lockout / Tagout _____

Individual Authorizing Lockout _____

Date Authorized _____ Estimated Duration Lock out _____

- _____ A) Notification of AFFECTED EMPLOYEES: Notify all affected employees that machine/equipment is going to be locked out/tagged out.
- _____ B) Application of Controls
- _____ 1) Preparation of Shutdown: Locate and identify all hazardous energy sources and the associated energy isolating devices. Questionable situations shall be resolved with your supervisor before proceeding.
- _____ 2) Equipment Shutdown: If the equipment is in operation, shut it down orderly by the normal stopping procedure.
- _____ 3) Equipment Isolation: Operate the energy isolating devices so the equipment is isolated from all hazardous energy sources.
- _____ 4) Lockout / Tagout Device Application: Lockout / Tagout the energy isolating devices. List the number of devices.

Electrical	Hydraulic	Pneumatic
Mechanical	Flywheels	Springs
Capacitors	Batteries	Vacuum
Gravity	Static Electricity	
Thermal (Heat or Cold)	Pressurized Pipes	
Chemicals (which may cause thermal or pressure build-up)		
Other		

- _____ 5) Stored Energy Dissipation: All potentially hazardous stored energy shall be relieved, restrained, or otherwise rendered safe.
- _____ 6) Verification of Isolation: Verify that isolation of hazardous energy sources was effective by testing with the appropriate instrumentation. After ensuring that no personnel are exposed, operate the normal operating controls to make certain that the equipment will not start-up or cycle. Return all controls to the neutral or off position after verification. (See separate section on "Lockout / Tagout and Verification Procedures").
- C) Additional Requirements: Additional procedures may be required to ensure the continuity of lockout / tagout protection during the testing or positioning of equipment, shift, or personnel changes, group lockout/tagout procedure on this equipment).

RELEASE FROM LOCKOUT / TAGOUT

- _____ A) Inspection: A physical check of the work area shall be made to ensure that all tools are removed, all shields are properly reinstalled, all interlocks have been restored and the area is clear of hazards and personnel.
- _____ B) Notification of Employees: Notify all affected employees that the equipment is about to be returned to service.
- _____ C) Removal of Lockout / Tagout Devices: The employee who attached the lockout/tagout devices shall remove them.
- _____ D) Operation of Energy Isolating Devices: Operate the energy isolating devices to restore energy to the equipment.

Name of Individual Authorizing Lockout

Date

LOCKOUT REMOVAL NOTICE

Date: _____ Time: _____ AM PM

To: _____
(Name of Employee whose lock is removed)

From: _____
(Name of Supervisor removing lock)

- 1) SAFETY LOCK AND "DO NOT OPERATE TAGS" WERE REMOVED BY ME FROM THE FOLLOWING EQUIPMENT:

- 2) LOCATION:

- 3) FOR THE FOLLOWING REASONS:

(SIGNATURE OF SUPERVISOR OR LEAD PERSONNEL REMOVING LOCK)

Distribution (one copy to each):

____ Employee receiving before next work shift

____ Safety

____ Supervisor or Lead Personnel removing lock

____ Posted at job site where work was in progress

____ Posted where lockout was removed

MATERIALS HANDLING AND STORAGE

OSHA STANDARD 1910.176

Handling and storing materials involve diverse operations such as hoisting tons of steel with a crane; driving a truck loaded with concrete blocks; carrying bags or materials manually; and stacking palletized bricks or other materials such as drums, barrels, kegs, and lumber.

The efficient handling and storing of materials are vital to County operations. In addition to raw materials, these operations provide a continuous flow of parts and assemblies through the workplace and ensure that materials are available when needed. The purpose of this program is to eliminate the improper handling and storing of materials and reduce the risk of employee injury.

1. General

1.1 Use of mechanical equipment

1.1.1 Where mechanical handling equipment is used, sufficient safe clearances shall be allowed for aisles, at loading docks, through doorways and wherever turns or passage must be made. Aisles and passageways shall be kept clear and in good repair, with no obstruction across or in aisles that could create a hazard. Permanent aisles and passageways shall be appropriately marked

1.2 Secure storage

1.2.1 Storage of material shall not create a hazard. Bags, containers, bundles, etc., stored in tiers shall be stacked, blocked, interlocked and limited in height so that they are stable and secure against sliding or collapse

1.3 Housekeeping

1.3.1 Storage areas shall be kept free from accumulation of materials that constitute hazards from tripping, fire, explosion, or pest harborage. Vegetation control will be exercised when necessary.

1.4 Clearance limits

1.4.1 Clearance signs to warn of clearance limits shall be provided.

1.5 Guarding

1.5.1 Covers and/or guard- rails shall be provided to protect personnel from the hazards of open pits, tanks, vats, ditches, etc

2. Employee Responsibilities

2.1 Every employee of Brunswick County is responsible for conducting himself/herself in accordance with this program. All employees will:

2.1.1 Use two-wheeled trucks, four-wheeled carts, roller conveyors, pallet jacks, or any other material handling equipment in the manner established by supervisors.

2.1.2 Ensure that equipment is properly maintained in good condition and when not, report it immediately.

2.1.3 Provide feedback to managers and supervisors regarding the effectiveness of design changes, new tools or equipment.

2.1.4 Attend training as required and apply the knowledge and skills acquired during training to their jobs, tasks, processes, and work activities.

- 2.1.5 Use proper lifting and material handling techniques as outlined in this program.
- 2.1.6 Limit manual lifting or handling tasks to objects less than 50 pounds.
- 2.1.7 Get assistance whenever manually handling or lifting materials that are 50 pounds or greater.
- 2.1.8 Report injuries within 24 hours of their occurrence.

3. Management Responsibilities

- 3.1 Brunswick County Department Heads and Supervisors will:
 - 3.1.1 Ensure that employees in their areas have received the appropriate training.
 - 3.1.2 Ensure that safe material handling practices and principles are considered daily and when conducting worksite evaluations.
 - 3.1.3 Ensure that recommended controls are implemented and/or used appropriately through active follow-up.
 - 3.1.4 Provide employees with and ensure the proper use of appropriate tools, equipment, parts and materials.
 - 3.1.5 Maintain clear communication with managers and employees.
 - 3.1.6 Make assistance available to employees who manually handle or lift items weighing 50 pounds or greater.

4. Employee Training

- 4.1 Training is intended to enhance the ability of managers, supervisors and employees to recognize work-related material handling risk factors and to understand and apply appropriate control strategies. Training in the recognition and control of these risk factors will be given as follows:
 - 4.1.1 To all new employees during orientation
 - 4.1.2 To all employees assuming a new job assignment requiring manual material handling
 - 4.1.3 When new jobs, tasks, tools, equipment, machinery, workstations or processes are introduced
 - 4.1.4 When high exposure risk factors have been identified

5. Unavoidable Lifts

- 5.1 Mechanical aids should be used to move materials whenever possible, however, some lifting cannot be avoided. In these instances, Brunswick County employees are expected to:
 - 5.1.1 Wear supportive shoes
 - 5.1.2 When possible, push and pull rather than lift and lower
 - 5.1.3 Reduce the size of the material to keep it light, compact and easy to grasp
 - 5.1.4 When possible, have most workplace deliveries placed at hip height
 - 5.1.5 Always keep objects in the comfort zone (between hip and shoulder height)
 - 5.1.6 Keep all loads close to and in front of the body

- 5.1.7 Keep the back aligned while lifting
- 5.1.8 Keep elbows near 90 degrees
- 5.1.9 Check the route for any problems or obstacles such as slippery or cluttered floors

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OFFICE SAFETY

1. General

- 1.1 It is recommended that the provisions contained in the following office safety checklist be adhered to in an effort to eliminate and/or reduce the incidence of office safety and/housekeeping problems:
 - 1.1.1 Maintain good housekeeping at all times. Keep floors clean and dry.
 - 1.1.2 Do not have an extension cord across walking areas of floor.
 - 1.1.3 Approach blind areas cautiously.
 - 1.1.4 Report defective furniture or equipment to your supervisor. Tag items “out of service” when an item is not safe to use.
 - 1.1.5 Know location of emergency exits and keep aisles clear to them.
 - 1.1.6 Operate only those pieces of equipment you are authorized to use.
 - 1.1.7 Use fatigue mats when extensive standing is required.
 - 1.1.8 Keep desk and file drawers closed when not in use.
 - 1.1.9 Do not open file or desk drawers above or behind someone without warning them.
 - 1.1.10 Use only step stools and ladders (do not climb on counters or chairs).
 - 1.1.11 Push chairs up to desk or under counter when not in use.
 - 1.1.12 Do not carry loads, which obstruct your view, which are too heavy or without a prepared place to set them down. Ask a co-worker for assistance when needed.
 - 1.1.13 Report any injury to your supervisor.
 - 1.1.14 Keep objects that can be used as projectiles inside desk drawers.
 - 1.1.15 Do not stack anything closer than eighteen (18) inches from the ceiling.

2. Multi-Story Office Buildings

- 2.1 If your office location has interior stairs to access multi-stories, the North Carolina Fire Safety Code has set up guidelines to protect people in buildings with 4 or more stories. Brunswick County will adhere to the following guidelines with respect to multi-story buildings;
 - 2.1.1 The doors of the stairwell being locked from the stair side. Section 1008.1.8.7 of the fire code states where a stairwell serves less than 4 stories, stairwell doors are allowed to be locked on the side opposite the egress side, provided that the door is operable on the egress side. This allows the doors to be locked on the stairwell side as long as the doors are available for full instant use from the office area.
 - 2.1.2 The doors of the stairwells should not be propped open; these doors have to offer at a minimum of a smoke barrier between the floor and the stairwell. Propping the door open this may allow fire and smoke to spread between floors. The stairwell

has to be enclosed to allow a safe haven to allow occupants from the upper stories to safely exit the building.

NOTE: Both of these items could hamper fire fighting operations, however, where buildings are fully sprinkled, this provides the highest level of safety available. Where necessary, County buildings are equipped with a Knox Box, which allows the firefighters to get a key that will unlock all the doors in the building. The building manager may elect to add multiple keys in the Knox Box so that fire fighting crews can go into stairwells simultaneously.

3. Portable Space Heaters in Offices

- 3.1 It is recommended that use and type of portable space heaters be approved by Operation Services. In the event a portable space heaters is approved; they must unplugged when you exit the building and at the end of each workday. Never leave the unit on when you are out of the office. An approved heater must have the following:
 - 3.1.1 Automatic safety switch that turns off the unit if it is tipped over
 - 3.1.2 Label or tag indicating test and approval by a recognized independent testing lab
 - 3.1.3 Non-frayed, non-worn, non-cracked, and non-broken cord
 - 3.1.4 Plug that is directly plugged into outlet and not an extension cord.
 - 3.1.5 At least three (3) feet of distance from paper, wood desks, or anything that might burn
 - 3.1.6 Location that is not near wet areas or in high traffic areas such as exit ways

PERSONAL PROTECTIVE EQUIPMENT PROGRAM

The purpose of the Brunswick County Personal Protective Equipment Program is to provide employees with appropriate protection from identified workplace hazards.

At the request of the department head or supervisor, the risk manager and /or the Safety Review Team will perform job/site hazard assessments to determine potential workplace hazards. (See attached assessments guidelines, Appendix I, 29 CFR 1910.132) Once hazards are identified, personal protective equipment is recommended. Department Directors will ensure all affected employees are furnished with and trained on the use and care of their equipment.

Once issued to employees, protective equipment i.e., glasses, goggles, shields, gloves, respirators and/or shoes become a job requirement. An employee with a health/medical condition that prohibits that employee from wearing protective equipment for an extended period of time will furnish a doctor's note stating the condition and limitation. Any employee with a health/medical condition that requires additional equipment must provide supporting medical documents.

Annually, Brunswick County will provide a minimum stipend of eighty five dollars (\$85.00), toward the purchase of required safety shoes for employees required to wear protective footwear. The Department Director reserves the right to increase or decrease depending on certain factors; such as job hazard analysis or reasonable cost of protective equipment. SEE SAFETY SHOE PROGRAM SECTION OF THIS MANUAL. Prescription safety glasses will be covered and obtained as outlined in the state contract 345B for safety spectacles. For the approval of prescription safety eyewear, a job hazard analysis must be performed prior to purchase. For employees are subject to the respiratory protection program; a physical exam will be required by a County appointed medical provider. Disposable safety equipment will be given periodically as needed at no cost to the employee.

All personal protective equipment must meet the applicable OSHA standards.

RECORDKEEPING AND REPORTING INJURIES ***OSHA STANDARD 1910.1904***

OSHA 29 CFR Part 1910.1904 requires the recording and posting of employee injuries on prescribed forms. Posting of the Summary of Injuries and Illnesses shall be from February 1 until March 30 for incidents from the prior calendar year. This summary is available for review in each Department located at commonly frequented areas such as breakrooms or workrooms. Copies are available for employees upon request from Risk Manager.

RESPIRATORY PROTECTION PROGRAM ***OSHA STANDARD 1910.1904***

In the Respiratory Protection program, hazard assessment and selection of proper respiratory PPE are conducted in the same manner as for other types of PPE. In the control of those occupational diseases caused by breathing air contaminated with harmful dusts, fogs, fumes, mists, gases, smokes, sprays, or vapors, the primary objective shall be to prevent atmospheric contamination. This shall be accomplished as far as feasible by accepted engineering control measures (for example, enclosure or confinement of the operation, general and local ventilation, and substitution of less toxic materials). When effective engineering controls are not feasible, or while they are being instituted, appropriate respirators shall be used. References: OSHA Standards *Respiratory Protection* (29 CFR 1910.134)

All Employees shall follow the requirements of the Respiratory Protection Program.

1. Department Head

- 1.1 implement the requirements of this program;
- 1.2 provide a selection of respirators as required;
- 1.3 enforce all provisions of this program; and
- 1.4 appoint an individual to administer the respiratory protection program.

2. Program Administrator/Supervisor

- 2.1 review sanitation/storage procedures;
- 2.2 ensure respirators are properly stored, inspected and maintained;
- 2.3 monitor compliance for this program;
- 2.4 provide training for affected Employees;
- 2.5 review compliance and ensure monthly inspection of all respirators; and
- 2.6 schedule respirator fit testing.

3. Designated Occupational Health Care Provider

- 3.1 Emergency Services conducts all fit tests and the Health Department provides support on the medical aspects of program.

4. Program Administrator /Supervisor

- 4.1 Supervisors are designated as the program administrator who is qualified by appropriate training or experience that is commensurate with the complexity of the program to administer or oversee the respiratory protection program and conduct the required evaluations of program effectiveness.

5. Voluntary Use of Respirators

- 5.1 OSHA requires that the voluntary use of respirators (i.e., when respirators are not required by the County), be controlled as strictly as if their use were required. So, any employee wearing a respirator voluntarily shall fall under this respiratory protection program, be issued a copy of Appendix D of 1910.134, and fill out a medical questionnaire (Appendix C) and have it evaluated by an appropriate individual. Training will be conducted on the proper storage, cleaning, and maintenance of the respirator. All steps will be taken to ensure that the respirator does not pose a health risk to the person donning it. Exception: Employees whose only use of respirators involves the voluntary use of filtering (non-sealing) face pieces (dust masks, with one OR two straps) do not fall under this program.

6. Program Evaluation

- 6.1 Evaluations of the workplace are necessary to ensure that the written respiratory protection program is being properly implemented. This includes consulting with employees to ensure that they are using the respirators properly. Evaluations shall be conducted as necessary to ensure that the provisions of the current written program are being effectively implemented and that it continues to be effective.

- 6.2 Program evaluation will include discussions with employees required to use respirators to assess the employees' views on program effectiveness and to identify any problems. Any problems that are identified during this assessment shall be corrected. Factors to be assessed include, but are not limited to:
- 6.2.1 Respirator fit (including the ability to use the respirator without interfering with effective workplace performance. Emergency Services and Brunswick County Health and Human Services provide support);
 - 6.2.2 Appropriate respirator selection for the hazards to which the employee is exposed;
 - 6.2.3 Proper respirator use under the workplace conditions the employee encounters; and
 - 6.2.4 Proper respirator maintenance.

7. Record Keeping

- 7.1 Brunswick County Administration will retain written information regarding medical evaluations, fit testing, and the respirator program. This information will facilitate employee involvement in the respirator program, assist the County in auditing the adequacy of the program, and provide a record for compliance determinations by OSHA.

8. Training and Information

- 8.1 Departments where respirators are needed will schedule effective training for employees who are required to use respirators. The training must be comprehensive, understandable, recur annually, and more often if necessary. Training will be provided prior to requiring the employee to use a respirator in the workplace. The training shall ensure that each employee can demonstrate knowledge of at least the following:
- 8.1.1 Why the respirator is necessary and how improper fit, usage, or maintenance can compromise the protective effect of the respirator;
 - 8.1.2 Limitations and capabilities of the respirator;
 - 8.1.3 How to use the respirator effectively in emergency situations, including situations in which the respirator malfunctions;
 - 8.1.4 How to inspect, put on and remove, use, and check the seals of the respirator;
 - 8.1.5 What the procedures are for maintenance and storage of the respirator;
 - 8.1.6 Limitations of the effective use of respirators; and
 - 8.1.7 The general requirements of this program.
- 8.2 Retraining shall be conducted annually and when:
- 8.2.1 changes in the workplace or the type of respirator render previous training obsolete;
 - 8.2.2 inadequacies in the employee's knowledge or use of the respirator indicate that the employee has not retained the requisite understanding or skill; and

- 8.2.3 other situation arises in which retraining appears necessary to ensure safe respirator use.

9. Classroom Instruction

- 9.1 Training will be conducted by instructors who have adequate knowledge of OSHA training requirements. Training is divided into the following sections:
 - 9.1.1 Overview of the County Respiratory Protection Program & OSHA Standard;
 - 9.1.2 Respiratory Protection Safety Procedures;
 - 9.1.3 Respirator Selection;
 - 9.1.4 Respirator Operation and Use;
 - 9.1.5 Why the respirator is necessary;
 - 9.1.6 How improper fit, usage, or maintenance can compromise the protective effect;
 - 9.1.7 Limitations and capabilities of the respirator;
 - 9.1.8 How to use the respirator effectively in emergency situations, including respirator malfunctions;
 - 9.1.9 How to inspect, put on and remove, use, and check the seals of the respirator;
 - 9.1.10 What the procedures are for maintenance and storage of the respirator;
 - 9.1.11 Limitation of the effective use of respirators; and
 - 9.1.12 Change out schedule and procedure for air purifying respirators (APR).

10. Fit Testing

- 10.1 Emergency Services will provide qualitative and quantitative fit testing for each type and model of respirator used.
- 10.2 Additional fit tests will be conducted whenever the employee reports, or the County, Physician, supervisor, or program administrator makes visual observations of, changes in the employee's physical condition that could affect respirator fit. Such conditions include, but are not limited to, facial scarring, dental changes, cosmetic surgery, or an obvious change in body weight.
- 10.3 If after passing a QLFT or QNFT, the employee notifies the County, program administrator, supervisor, or Physician that the fit of the respirator is unacceptable, the employee shall be given a reasonable opportunity to select a different respirator face piece and to be retested.

11. Hands-on respirator Training

- 11.1 Hands-on respirator training will ensure that each employee can demonstrate a knowledge of the following:
 - 11.1.1 Respirator Inspections;
 - 11.1.2 Respirator cleaning and sanitizing;
 - 11.1.3 Record Keeping;
 - 11.1.4 Respirator Storage;
 - 11.1.5 Respirator Fit Check; and
 - 11.1.6 Emergencies.

12. Basic Respiratory Protection Safety Procedures

- 12.1 Only authorized and trained Employees may use Respirators. Those Employees may use only the Respirator that they have been trained on and properly fitted to use.
- 12.2 Only Physically Qualified Employees may be trained and authorized to use Respirators. A pre-authorization and certification by a qualified physician will be required and maintained. Any changes in an Employees health or physical characteristics will be reported to the program administrator and will be evaluated by a qualified physician.
- 12.3 Only the proper prescribed respirator or SCBA may be used for the job or work environment. Air-purifying respirators may be worn in work environments when oxygen levels are 19.5 percent to 23.5 percent and when the appropriate cartridge, (as determined by the manufacturer and approved by NIOSH), for the known hazardous substance is used. SCBAs will be worn in oxygen deficient and oxygen rich environments (below 19.5 percent or above 23.5 percent oxygen).
- 12.4 Employees working in environments where a sudden release of a hazardous substance is likely will wear an appropriate respirator for that hazardous substance (example: Employees working in an ammonia compressor room will have an ammonia APR respirator on their person).
- 12.5 Only SCBAs will be used in oxygen deficient environments, environments with an unknown hazardous substance or unknown quantity of a known hazardous substance, or any environment that is determined "Immediately Dangerous to Life or Health" (IDLH).
- 12.6 Employees with respirators loaned on "permanent check out" will be responsible for the sanitation, proper storage and security. Respirators damaged by normal wear will be repaired or replaced by the County when returned.
- 12.7 The last Employee using a respirator and/or SCBA that is available for general use will be responsible for proper storage and sanitation. Monthly and after each use, all respirators will be inspected with documentation to assure its availability for use.

- 12.8 All respirators will be located in a clean, convenient and sanitary location.
- 12.9 In the event that Employees must enter a confined space; work in environments with hazardous substances that would be dangerous to life or health should an RPE (Respiratory Protection Equipment) fail (a SCBA is required in this environment); and/or conduct a HAZMAT entry, a "buddy system" detail will be used with a Safety Watchman with constant voice, visual or signal line communication. Employees will follow the established Emergency Response Program and/or Confined Space Entry Program when applicable.
- 12.10 Management will establish and maintain surveillance of jobs and work place conditions and degree of Employee exposure or stress to maintain the proper procedures and to provide the necessary RPE.
- 12.11 Management will establish and maintain safe operation procedures for the safe use of RPE with strict enforcement and disciplinary action for failure to follow all general and specific safety rules. Standard Operation Procedures for General RPE use will be maintained as an attachment to the Respiratory Protection Program and Standard Operation Procedures for RPE use under emergency response situations will be maintained as an attachment to the Emergency Response Program.

13. Selection of Respirators

- 13.1 The County has evaluated the respiratory hazard(s) in each workplace, identified relevant workplace and user factors and has based respirator selection on these factors. This selection has included appropriate protective respirators for use in IDLH atmospheres, and has limited the selection and use of air-purifying respirators. All selected respirators are NIOSH certified.

Each department should have potential exposures listed in MSDS book; air contaminants, estimates of exposure and respirators to be used with those contaminants in this section.

14. Physical and Medical Qualifications

- 14.1 Records of medical evaluations must be retained and made available in accordance with 29 CFR 1910.1020.

15. Medical Evaluations

- 15.1 Required Evaluations
 - 15.1.1 Using a respirator may place a physiological burden on employees that varies with the type of respirator worn, the job and workplace conditions in which the respirator is used, and the medical status of the employee. The County provides a medical evaluation to determine the employee's ability to use a respirator, before the employee is fit tested or required to use the respirator in the workplace.
- 15.2 Medical Evaluation Procedures

15.2.1 The employee will be provided a medical questionnaire by the designated Occupational Health Care Provider.

15.3 Follow-up Medical Examinations

15.3.1 The County shall ensure that a follow-up medical examination is provided for an employee who gives a positive response to any question among questions in Part B of the questionnaire or whose initial medical examination demonstrates the need for a follow-up medical examination. The follow-up medical examination shall include any medical tests, consultations, or diagnostic procedures that the Physician deems necessary to make a final determination.

15.4 Administration of the Medical questionnaire and examinations

15.4.1 The medical questionnaire and examinations shall be administered confidentially during the employee's normal working hours or at a time and place convenient to the employee. The medical questionnaire shall be administered in a manner that ensures that the employee understands its content. The County shall provide the employee with an opportunity to discuss the questionnaire and examination results with the Physician.

15.5 Supplemental Information for the Physician

15.5.1 The following information must be provided to the Physician before the Physician makes a recommendation concerning an employee's ability to use a respirator

- a) The type and weight of the respirator to be used by the employee;
- b) The duration and frequency of respirator use (including use for rescue and escape);
- c) The expected physical work effort;
- d) Additional protective clothing and equipment to be worn;
- e) Temperature and humidity extremes that may be encountered; and
- f) Any supplemental information provided previously to the Physician regarding an employee need not be provided for a subsequent medical evaluation if the information and the Physician remain the same.

15.6 Medical determination

15.6.1 In determining the employee's ability to use a respirator, the County shall obtain a written recommendation regarding the employee's ability to use the respirator from the Physician. The recommendation shall provide only the following information:

- a) Any limitations on respirator use related to the medical condition of the employee, or relating to the workplace conditions in which the respirator will be used, including whether or not the employee is medically able to use the respirator;
- b) The need, if any, for follow-up medical evaluations;

- c) A statement that the Physician has provided the employee with a copy of the Physician's written recommendation; and
- d) If the respirator is a negative pressure respirator and the Physician finds a medical condition that may place the employee's health at increased risk if the respirator is used, the County shall provide an annual physical report (APR) if the Physician's medical evaluation finds that the employee can use such a respirator. If a subsequent medical evaluation finds that the employee is medically able to use a negative pressure respirator, then the County is no longer required to provide an APR
- e) A change occurs in workplace conditions (physical work effort, protective clothing, temperature, etc.) that may result in a substantial increase in the physiological burden placed on an employee.

16. Respirator Procedures for IDLH Atmospheres

- 16.1 For all IDLH atmospheres, the County shall ensure that:
 - 16.1.1 One employee or, when needed, more than one employee is located outside the IDLH atmosphere;
 - 16.1.2 Visual, voice, or signal line communication is maintained between the employee(s) in the IDLH atmosphere and the employee(s) located outside the IDLH atmosphere;
 - 16.1.3 The employee(s) located outside the IDLH atmosphere are trained and equipped to provide effective emergency rescue;
 - 16.1.4 The Director or designee is notified before the employee(s) located outside the IDLH atmosphere enter the IDLH atmosphere to provide emergency rescue; and
 - 16.1.5 The Director or designee authorized to do so by the County, once notified, provides necessary assistance appropriate to the situation.
- 16.2 Employee(s) located outside the IDLH atmospheres will be equipped with:
 - 16.2.1 Pressure demand or other positive pressure SCBAs, or a pressure demand or other positive pressure supplied-air respirator with auxiliary SCBA; and either
 - 16.2.2 Appropriate retrieval equipment for removing the employee(s) who enter(s) these hazardous atmospheres where retrieval equipment would contribute to the rescue of the employee(s) and would not increase the overall risk resulting from entry; or
 - 16.2.3 Equivalent means for rescue where retrieval equipment is not required.

17. Respirator Storage

- 17.1 Respirators are to be stored as follows:
 - 17.1.1 All respirators shall be stored to protect them from damage, contamination, dust, sunlight, extreme temperatures, excessive moisture, and damaging chemicals, and they shall be packed or stored to prevent deformation of the face piece and exhalation valve.

17.2 Emergency Respirators shall be:

17.2.1 All emergency respirators shall be kept accessible to the work area; stored in compartments or in covers that are clearly marked as containing emergency respirators; and stored in accordance with any applicable manufacturer instructions.

18. Repair of Respirators

18.1 Respirators that fail an inspection or are otherwise found to be defective will be removed from service to be discarded, repaired or adjusted in accordance with the following procedures:

18.1.1 Repairs or adjustments to respirators are to be made only by persons appropriately trained to perform such operations and shall use only the respirator manufacturer's NIOSH-approved parts designed for the respirator;

18.1.2 Repairs shall be made according to the manufacturer's recommendations and specifications for the type and extent of repairs to be performed; and

18.1.3 Reducing and admission valves, regulators, and alarms shall be adjusted or repaired only by the manufacturer or a technician trained by the manufacturer.

19. Breathing Air Quality and Use

19.1 The County shall ensure that compressed air, compressed oxygen, liquid air, and liquid oxygen used for respiration accords with the following specifications:

19.1.1 Compressed and liquid oxygen shall meet the United States Pharmacopoeia requirements for medical or breathing oxygen;

19.1.2 Compressed breathing air shall meet at least the requirements for Grade D breathing air described in ANSI/Compressed Gas Association Commodity Specification for Air, G-7.1-1989, to include:

- a) Oxygen content (v/v) of 19.5-23.5%;
- b) Hydrocarbon (condensed) content of 5 milligrams per cubic meter of air or less;
- c) Carbon monoxide (CO) content of 10 ppm or less;
- d) Carbon dioxide content of 1,000 ppm or less; and
- e) Lack of noticeable odor.

19.1.3 Compressed oxygen will not be used in atmosphere-supplying respirators that have previously used compressed air;

19.1.4 Oxygen concentrations greater than 23.5% are used only in equipment designed for oxygen service or distribution;

19.1.5 Cylinders used to supply breathing air to respirators meet the following requirements:

- a) Cylinders are tested and maintained as prescribed in the Shipping Container Specification Regulations of the Department of Transportation (49 CFR part 173 and part 178);
- b) Cylinders of purchased breathing air have a certificate of analysis from the supplier that the breathing air meets the requirements for Grade D breathing air;
- c) Moisture content in breathing air cylinders does not exceed a dew point of -50 deg.F (-45.6 deg.C) at 1 atmosphere pressure;
- d) Breathing air couplings are incompatible with outlets for non-respirable worksite air or other gas systems. No asphyxiating substance shall be introduced into breathing air lines; and
- e) Breathing gas containers shall be marked in accordance with the NIOSH respirator certification standard, 42 CFR part 84.

HAZARD IDENTIFICATION, ASSESSMENT AND CONTROL

Hazard identification and elimination is not only an inherent responsibility of supervision in providing a safe workplace for employees, but also requires employee involvement. As such, hazard evaluation and control shall be an ongoing concern for all. It is the responsibility of everyone (management, supervisors and all employees) to identify, report, and correct, all possible hazards. Reports should be made to the Department Director, Supervisor or Risk Manager for appropriate action and follow up.

JOB HAZARD ANALYSIS

It is the responsibility of the department supervisor to request a written Job Hazard Analysis from Risk Management, to identify hazards and to determine the proper engineering controls, safety equipment and Personal Protective Equipment required to minimize the risks of hazardous job tasks.

1. Procedures for a Job Hazard Analysis/Risk Assessment

- 1.1 List the sequence of job steps the job is broken down into basic steps, describing what is to be done in a logical sequence.
- 1.2 Search for and list potential hazards of each step that may cause an injury. The objective is to identify as many hazards as possible.
- 1.3 Decide on a recommended action or procedure to protect the employee from the hazards. When the risks and potential hazards associated with each step are identified and their causes understood then methods of eliminating them should be outlined.

2. Methods of Job Hazard Analysis

- 2.1 There are four basic methods by which this can be accomplished:

- 2.1.1 Substitution - Eliminate the hazardous process or operation and provide a substitute action.
- 2.1.2 Isolation - Isolate the process or operation to eliminate or minimize the hazard.
- 2.1.3 Protection - Provide appropriate engineering controls to minimize or eliminate hazards.
- 2.1.4 Personal Protection- Provide and enforce use of personal protective equipment to reduce the possibility of injury or illness.
- 2.2 The information collected from all of the above steps is used to create specific department safety policies and procedures. The policies and procedures assist supervisors in instructing employees how to perform their job safely.
- 2.3 The Risk Manager can provide tools and assistance in conducting the Job Hazard Analysis.

SAFETY INSPECTIONS

Every employee is responsible for maintaining a safe working environment and reporting unsafe conditions to their supervisor. Self-inspections of work areas and detailed inspections of equipment and review of employee operating procedures should be performed by the supervisor on a regular basis.

1. Safety Inspection Program Objectives

- 1.1 Maintain a safe work environment through awareness training, hazard recognition and hazard control or elimination.
- 1.2 Ensure that employees are following proper safety procedures while working.
- 1.3 Determine which operations meet or fail to meet acceptable safety standards.
- 1.4 Inspections should be documented and all unsafe conditions, procedures, and practices corrected.
- 1.5 Inspection reports will identify the hazard and specify the length of time to correct violations or hazards. Corrective action will be the responsibility of the Department Director.

2. Inspection Procedures and Protocol

- 2.1 In addition to self-inspections, the County Risk Manager, the commercial insurance loss control specialists, local fire department and the Department of Labor (OSHA) may inspect Brunswick County operational activities. If at any time, you are told an inspector is on the property, you must contact your supervisor. Supervisors contact Department Head and Risk Manager in County Administration.

- 2.2 Inspection reports shall be responded to in writing detailing corrective measures to be implemented and date of correction. All supervisors and employees are required to cooperate with these inspection representatives. Copy of responses should be sent to Risk Management. Departments should contact Risk Management for assistance at any time, especially when OSHA Compliance Officers visit in order to receive assistance in responding and avoiding further enforcement action.
- 2.3 New employees will be provided orientation training and will be furnished information and literature covering the County's safety policies, rules, and procedures. Individual job/task training, to include the applicable regulations/standards for their job, will be provided to all employees by their immediate supervisor(s). Included in this training is the hazard recognition, avoidance, and prevention
- 2.4 Training records must be maintained by departments in a master log indicating the name of the employee trained, date of training and an outline of the training topic covered.
- 2.5 Risk Management can provide or arrange training assistance in these areas, upon request.

RECORDKEEPING AND REPORTING INJURIES

OSHA 29 CFR Part 1910.1904 requires the recording and posting of employee injuries on prescribed forms. Posting of the Summary of Injuries and Illnesses shall be from February 1 until March 1 for incidents from the prior calendar year. This summary is available for review in each Department located at commonly frequented areas such as breakrooms or workrooms. Copies are available for each upon request from Risk Manager.

SAFETY SHOES

For the purpose of this program, safety shoes are defined as shoes meeting the foot protection requirements of ANSI Z 41-1991. SEE PERSONAL PROTECTIVE EQUIPMENT section of this manual for program requirements.

Brunswick County occupations requiring foot protection include but are not limited to:

Utility Workers	Equipment Operators I, II	Landfill employees
Landscapers	Park Attendants	Paramedics
Automotive Mechanics	Meter Readers	Building Inspectors
Solid Waste Services	Engineering Inspectors	Construction Workers

Positions requiring uniformed footwear will designated by the Department Head by requesting a job hazard analysis by the safety coordinator of that department or County Risk Manager.

If after a job hazard analysis is performed to determine if a position is required to wear safety shoes, employees may purchase protective footwear. Employees may elect to go to the vendor of their choice and present the receipt along with proof of the shoe's safety characteristics to their supervisor.

In the event shoes become damaged and no longer provide protection due to a task performed, Department Directors may elect to grant an allowance for an additional pair of qualifying shoes in a fiscal year.

Department Directors are required to budget funding of the Safety Shoe Program annually as a "Uniform" item.

INSTRUCTIONS FOR SAFETY SHOE PURCHASE

- Employee must be eligible for shoe allowance through Department Head approval or a job hazard analysis has been completed for that job.
- Brunswick County will provide an annual on-site visit from a shoe vendor in which employees can obtain a pair of safety shoes at an amount previously approved by the department head. Employees will be required to pay any costs incurred over the department head specified amount.
- Employees who purchase shoes outside of the designated vendor visit must submit a receipt to their supervisor in order to get a refund from Brunswick County. Depending on the cost of the safety shoes, a full or partial refund will be made. Employees will be required to pay any costs incurred over the amount designated by the department head.
- Supervisor will sign off on a check request and attach a copy of the receipt to submit to Finance for reimbursement.

SAFETY TRAINING

Supervisors shall ensure all employees under their control are competently trained and capable of carrying out assigned tasks in a safe manner. Training and education cannot be overemphasized as a means of learning a healthful and safe approach to employee work effort. Knowledge of the safety rules and how and when to function under the rules, supplemented by compliance, is essential to safety.

Employees scheduled for any safety and health training will attend such training. Departments are required to hold monthly safety training programs in conjunction with the Brunswick County Annual Safety Training Calendar. (See appendix)

BRUNSWICK COUNTY SAFETY TRAINING CALENDAR

Month	Level I	Level II
	<u>All Departments</u>	<u>Occupation Specific</u>
January	Accident Prevention / Reporting	Accident Prevention / Reporting
February	Global Harmonization Standard	Chemical Safety/SPCC
March	Office Safety	Material Handling
April	Driver Training Forklift Training	Work Zone Safety Pesticide Safety
May	Evacuation & Fire Safety Electrical Safety	Emergency Preparedness LOTO
June	Bloodborne Pathogens	Bloodborne Pathogens SCBA Fit Testing
July	Ergonomics	Personal Protective Equipment
August	Equipment Safety	Global Harmonization Standard/ Lab Safety
September	Hand Tool Safety Walking Working Surfaces	Confined Spaces Machine Guarding
October	Respiratory Training	SCBA Fit Testing LOTO
November	Workplace Safety	Plant Safety Review

Additional Monthly Topics

Fire Safety
Driving/Forklift Training
Food Safety
Facility Inspections

TRENCHING AND EXCAVATION SAFETY POLICY

AS ADOPTED JUNE 2, 2008

A. PURPOSE

To establish minimum requirements for practices and procedures to protect employees from cave-in or earth collapse when working in job sites where trenching, benching, shoring, and/or excavation is needed.

B. APPLICABILITY

This program sets forth the practices required for trenches and excavations with a depth of 4 feet or greater along any portion of its length that will be entered in by employees.

C. POLICY

It is the policy of Brunswick County to comply with North Carolina Occupational Safety and Health Standards for General Industry 29CFR 1926.650 Subpart P. In accordance with the statute Brunswick County has adopted the following Trenching and Excavation Safety Program. All employees working on Brunswick County properties where trenching is performed at a depth of 4 feet or greater, along any portion of its length that will be entered in by employees, shall comply with the procedures of the Trenching and Excavation Safety Program as outlined below. All visitors, vendors, contractors, and non- employees of the County will not be allowed to enter the worksite unless all contractual requirements of the County have been met.

D. PROCEDURES

All work performed in excavations 4 feet or greater in depth shall comply with the procedures of the Trenching and Excavation Safety Program in accordance with the guidelines set forth in the North Carolina Occupational Safety and Health Standards for General Industry 29CFR 1926.650 Subpart P. The following program will be adhered to by Brunswick County employees who perform work in or around an excavation or trenching operation.

1. Scope and Application

1. Brunswick County employees trained as competent persons defined in 29 CFR 1926.650 have the responsibility and authority to halt any unsafe practices not in accordance with this policy.
2. Excavations or trenches 20 feet deep or greater must have a protective system designed by a registered professional engineer.

Responsibilities

1. Supervisors trained as a competent person, described by the North Carolina Occupational Safety and Health Standards for General Industry 29CFR 1926 Subpart P (standard) have the primary responsibility for the implementation of the Trenching and Excavation Safety Program in their work area. The trained supervisor has ultimate responsibility for the safety of the employees and general public affected by the excavation. This includes evaluation of the work to be performed, determination of the means of protection that will be used, and adherence to the provisions of this policy as appropriate. The supervisor must

ensure daily, or more often as required, that site conditions are safe for employees to work in excavations. The supervisor or a member of the work group must be a "competent person" as defined by OSHA.

2. Employees have the primary responsibility for working in accordance with the provisions of this program. No employees should enter an excavation meeting the scope of this policy until authorized by the Competent Person.
3. Departments have the primary responsibility for providing training, trench protection systems, effective barricades, and supporting the use of other protective measures deemed prudent and necessary by the competent person.

This includes:

- On-site evaluation to monitor use of safe work practices and procedures;
- Assisting with atmospheric testing and equipment selection as needed;
- Providing or identifying appropriate training for Competent Persons and staff;
- Providing technical assistance as needed; and,
- Reviewing and updating the program at least annually.

Definitions:

Benching means a method of protecting employees from cave-ins by excavating the sides of an excavation to form one or a series of horizontal levels or steps, usually with vertical or near vertical surfaces between levels.

Cave-in means the separation of a mass of soil or rock material from the side of an excavation, or the loss of soil from under a trench shield or support system, and its sudden movement into the excavation, either by falling or sliding, in sufficient quantity so that it could entrap, bury, or otherwise injure and immobilize a person.

Competent Person means one who is capable to identify existing and predictable hazards in the surroundings or working conditions that may affect employees and the general public, and who has authority to take prompt corrective measures to eliminate them.

The Competent Person(s):

Must be trained in and knowledgeable of excavation and trenching standards, and other programs that may apply (Hazard Communication, Confined Space, Respiratory Protection).

Must be capable of recognizing hazardous conditions and must have authority to stop work and ensure that hazards are corrected. Performs and documents the 'Daily Excavation Inspection', and knows when inspections must be performed. Must assure that the location of underground installations or utilities have been properly located. Must identify and ensure the use of adequate protective systems, work methods, and personal protective equipment (PPE) on the excavation site.

Excavation means any man-made cut, cavity, trench, or depression in an earth surface, formed by earth removal.

Registered Professional Engineer (RPE) means a person who is registered as a professional engineer.

Shield (shield system) means a structure that is able to withstand the forces imposed on it by a cave-in and thereby protect employees with the structure. Shields can be permanent structures or can be designed to be portable and moved along as work progresses. Also known as trench boxes or trench shields.

Shoring (shoring system) means a structure such as a metal hydraulic, mechanical, or timber shoring system that supports the sides of an excavation and which is designed to prevent cave-ins.

Sloping (sloping system) means a method of protecting employees from cave-ins by excavating to form sides of an excavation that are inclined away from the excavation so as to prevent cave-ins. The angle of incline varies with differences in such factors as the soil type, environmental exposure conditions, and application of surcharge loads.

Soil Type A - Most stable: clay, silt clay, and hardpan (resists penetration). No soil is Type A if it is fissured, is subject to vibration of any type, has previously been disturbed, or has seeping water. As most soils in areas where work will be conducted at UF have been disturbed, no UF soils will be considered Type A.

Soil Type B - Medium stability: silt, sandy loam, medium clay, and unstable dry rock; previously disturbed soils unless otherwise classified as Type C.

Soil Type C - Least stable: gravel, loamy sand, soft clay, submerged soil or dense, heavy unstable rock, and soil from which any water is seeping.

Soil - Mixed Types (Layered Geological Strata) - The soil must be classified on the basis of the soil classification of the weakest soil layer. Each layer may be classified individually if a more stable layer lies below a less stable layer, i.e. where a Type C soil rests on top of stable rock.

Trench (trench excavation) means a narrow excavation (in relation to its length) made below the surface of the ground. In general, the depth is greater than the width, but the width of a trench is not greater than 15 feet. If forms or other structures are installed or constructed in an excavation as to reduce the dimension measured from the forms or structure to the side of the excavation to 15 feet or less, the excavation is also considered to be a trench.

Excavations must not endanger the underground installations or the employees engaged in the work. Utilities left in place should be protected by barricades, shoring, suspension, or other means as necessary to protect employees.

Protection of the Public: Trenches and excavations must be isolated from public access by a substantial physical barrier. Barricades, lighting, and posting shall be installed as appropriate prior to the start of any trenching or excavation operations. All temporary excavations of this type shall be backfilled as soon as possible.

Guardrails, fences, or barricades should be installed around excavations adjacent to walkways, roads, paths, or other traffic areas. Use of barricade tape alone is not considered a sufficient method of isolation when the excavation is unattended. Warning lights or other illumination shall be used as necessary for the safety of the public at night.

Wells, holes, pits, and similar excavations must be effectively barricaded or covered and posted. Walkways or bridges used by the general public to cross excavations must be equipped with standard guardrails.

Surface Encumbrances: All equipment, materials, supplies, buildings, roadways, trees, utility vaults, boulders, etc. that could present a hazard to employees working in the excavation must be removed or supported as necessary to protect employees.

Soil Classification: The competent person in charge of the excavation shall be responsible for determining the soil type. All previously disturbed soil is automatically considered Type B or C soil. Because most excavations on UF property will be conducted in order to repair / replace existing pipelines or equipment (i.e. the soil has been previously disturbed), **excavations shall be made to meet the requirements for Type B or C soils only**, as appropriate. Soil may be considered Type C by default and no additional tests required.

To classify soil as Type B the competent person shall use a visual test coupled with one or more manual tests.

Visual Test: Evaluate the conditions around the site including the soil adjacent to the site and the soil being excavated.

Identify any signs of vibration. Check for crack-line openings along the failure zone, look for existing utilities that indicate that the soil has been previously disturbed, and observe the open side of the excavation for indications of layered geologic structuring.

Look for signs of bulging, boiling, or sloughing, as well as signs of water seepage from the sides or bottom of the excavation.

The area adjacent to the excavation should be evaluated for foundations or other intrusions into the failure zone, and the evaluator should check the spoil distance from the edge of the excavation.

Any one of the following will cause soil to be classified as Type C:

- Water seepage into excavation.
- Vibration from road traffic or equipment.
- Signs of bulging, boiling, or sloughing.
- Crack lines along failure zone.

Manual Tests:

Thumb Penetration Test: Attempt to press the thumb firmly into the soil in question. If the thumb penetrates no further than the length of the nail, it is probably Type B soil. If the thumb penetrates the full length of the thumb, it is Type C. It should be noted that the thumb penetration test is the least accurate testing method.

Dry Strength Test: Take a sample of dry soil. If it crumbles freely or with moderate pressure into individual grains it is considered granular (Type C). Dry soil that falls into clumps that subsequently break into smaller clumps (and the smaller clumps can only be broken with difficulty) it is probably clay in combination with gravel, sand, or silt (Type B).

Plasticity or Wet Thread Test Take a moist sample of the soil. Mold it into a ball and then attempt to roll it into a thin thread approximately 1/8 inch in diameter by 2 inches in length. If the soil sample does not break when held by one end, it may be considered Type B.

A pocket penetrometer, shear vane, or torvane may also be used to determine the unconfined compression strength of soils.

Protective Systems: In excavations greater than 4 feet in depth a method to protect people entering the excavation from cave-in must be employed. Acceptable protective methods include sloping, benching, shielding, and shoring.

Benching, Sloping, Shoring, and Shielding Requirements

General: Excavations under the base of the footing of a foundation or wall require a support system designed by a registered professional engineer. Sidewalks, pavement, utility vaults or other similar structures shall not be undermined unless a support system or another method of protection is provided to protect employees from their possible collapse. Sloping or benching is often the preferred methods of protection; however, shoring or shielding is used when the location or depth makes sloping to the allowable angle impractical.

Sloping: Maximum allowable slopes for excavations less than 20 feet based on soil type and angle to the horizontal are as follows:

Type B soil must have walls sloped to a maximum angle of 45-degrees (1:1 slope) from horizontal in all directions.

Type C soil, must have walls sloped at a maximum angle of 34-degrees (1:1.5 slope) from horizontal in all directions.

Benching: In Type B soil, the vertical height of the benches must not exceed 4 feet. Benches in increments of 2 feet or less is preferred. The angle developed by the edge of the benches must not exceed the maximum allowable slope for that soil type (Type B soil 45-degrees).

Benching is not permitted in Type C soil.

Shielding: Trench boxes or trench shields are intended to protect workers from cave-ins and similar incidents. The trench shield is lowered into the excavation and workers may then enter the protected area within the shield. Only trench shields designed or certified by a registered professional engineer may be used. The use is limited to those trenches for which the shield is certified (e.g. maximum depth and material). The manufacturer must approve any modifications to the shields. The excavated area between the outside of the trench box and the face of the trench should be as small as possible. The space between the trench box and the excavation side should be backfilled to prevent lateral movement of the box.

Trench boxes may be used in combination with sloping and benching. The box must extend at least 18 inches above the surrounding area if there is sloping toward the excavation. This can be accomplished by providing a benched area adjacent to the box.

Type B Soil 1:1 Type C Soil 1:1.5

Shields may be placed 2 feet above the bottom of an excavation, provided they are calculated to support the full depth of the excavation and there is no caving under or behind the shield.

Workers must enter and leave the shielded area in a protected manner, such as by a ladder or ramp. Workers may not remain in the shielded area while it is being moved.

Shoring: **Timber shoring shall not be used by Brunswick County personnel.** Hydraulic shoring is permitted as workers do not have to enter the trench to install it. It is gauge-regulated and ensures even distribution of pressure along the trench line and can be adapted to various trench depths and widths. All shoring shall be installed from the top down and removed from the bottom up. Hydraulic shoring shall be checked at least once per shift for leaking hoses and/or

cylinders, broken connections, cracked nipples, bent bases, and any other damaged or defective parts. The top cylinder of hydraulic shoring shall be no more than 18 inches below the top of the excavation. The bottom of the cylinder shall be no higher than 4 feet from the bottom of the excavation. [Two (2) feet of trench wall may be exposed beneath the bottom of the rail or plywood sheeting, if used.]

Three (3) vertical shores, evenly spaced, must be used to form a system. Wales are installed no more than 2 feet from the top, no more than 4 feet from the bottom, and no more than 4 feet apart, vertically.

Inspections: Frequent inspection of the excavation and surrounding area by the Competent Person is critical to ensure the safety of the workers involved in work within the trench. The Competent Person must conduct inspections of the entire excavation site:

- Daily and before the start of each shift.
- As dictated by the work being done in the trench.
- After every rainstorm.
- When fissures, tension cracks, sloughing, undercutting, water seepage, bulging at the bottom, or other similar conditions occur.
- When there is a change in the size, location, or placement of the spoil pile.
- When there is any indication of change or movement in adjacent structures.

Temporary spoil shall be placed no closer than 2 feet from the surface edge of the excavation. The distance is measured from the nearest base of the spoil to the cut. This distance should not be measured from the crown of the spoil deposit. This distance requirement ensures that loose rock or soil from the temporary spoil will not fall on employees in the trench.

The spoil should be placed so that it channels rainwater and other run-off water away from the excavation. Spoil should be placed so that it cannot accidentally run, slide, or fall back into the excavation.

Surface Crossing of Trenches: Surface crossing of trenches should not be made unless absolutely necessary. However, if necessary, they are only permitted under the following conditions:

Vehicle Crossings must be designed by and installed under the supervision of a registered professional engineer.

Walkways or Bridges must have a minimum clear width of 20 inches, be fitted with standard rails, and extend a minimum of 24 inches past the surface edge of the trench.

Ingress and Egress Trenches 4 feet or more in depth shall be provided with ladders or other fixed means of egress. Spacing must be such that a worker will not have to travel more than 25 feet to the nearest means of egress. Ladders must be secured and extend a minimum of 36 inches above the landing. Metal ladders should be used with caution, particularly when electric utilities are present.

Exposure to Vehicles: Employees exposed to vehicular traffic shall be provided with and required to wear reflective vests or other suitable garments marked with or made of reflective or

high-visibility materials. Trained flag persons, signs, signals, and barricades shall be used when necessary.

Exposure to Falling Loads: Employees are not allowed in the excavation while heavy equipment is digging. Employees must not work under loads being lifted or moved by heavy equipment used for digging or lifting. Employees are required to stand away from equipment that is being loaded or unloaded to avoid being struck by falling materials or spillage.

Hazardous Atmospheres and Confined Spaces - Testing for Atmospheric Contaminants

If there is any possibility that the trench or excavation could contain a hazardous atmosphere, atmospheric testing must be conducted prior to entry. Conditions that might warrant atmospheric testing would be if the excavation was made in a landfill area or if the excavation is adjacent to sources of contamination (e.g. sewage or fuel leaks).

Testing should be conducted before employees enter the trench and should be done regularly to ensure that the trench remains safe. The frequency of testing should be increased if equipment is operating in the trench that could produce airborne contaminants.

Employees required to wear respiratory protection must be trained, fit-tested, and enrolled in the UF Respiratory Protection Program.

Trenches and excavations with hazardous concentrations of airborne contaminants or oxygen deficient atmospheres qualify as confined spaces. When this occurs, compliance with the UF Confined Space Program is also required.

Employees shall not be permitted to work in hazardous and/or toxic atmospheres. These include atmospheres with:

- Less than 19.5% oxygen,
- A combustible gas concentration greater than 20% of the lower flammable limit,
- Concentrations of hazardous substance that exceed those specified in the Threshold Limit Values for airborne contaminants established by the ACGIH.

Standing Water and Water Accumulation: Workers must not enter or work in excavations with standing water or in which water is accumulating unless adequate protection is provided.

Protective methods for these circumstances must include:

- Use of special support or shield systems approved by a registered professional engineer.
- Water removal equipment used and monitored by a competent person.
- Safety harnesses and lifelines used in conformance with 29 CFR 1926.104.

During rainstorms employees must exit the trench. The excavation must be carefully inspected by a competent person after each rain and before employees are permitted to re-enter the trench. Protective measures such as diversion ditches and dikes should be used to limit surface runoff water from entering the excavation.

TRENCH INSPECTION AND ENTRY AUTHORIZATION FORM							
LOCATION:						DATE:	
TIME OF INSPECTION(S):							
WEATHER CONDITIONS:							
CREW LEADER:				SUPERVISOR:			
TRENCH DIMENSIONS		DEPTH =			HAZARDOUS CONDITIONS		
		TOP=		W	L	Below Water Table	
		BOTTOM =		W	L	Wet Soil	
SOIL TYPE		TESTED			Running Sand		
<input type="checkbox"/> CLAY		YES		•	Nearby Vibration		
<input type="checkbox"/> SAND		NO		•	Disturbed Soils		
<input type="checkbox"/> FILL					OTHER: SPECIFY		
PROTECTION METHODS				PLACEMENT OF SPOILS AND EQUIPMENT			
SHORING				Spoils at least 2 ft from trench			
				Spoils not adding load			
TIMBER					Backhoe at end of trench		
TRENCH BOX					Vibrating equipment at remote location		
WALL SLOPING				YES	NO	LADDER LOCATION	
1:1 (45°)					Located in protected area		
1 1/2:1 (34°)					Leads to Safe Landing		
2:1 (22.5°)					Within 25' of Safe Travel		
COMMENTS COMPETENT PERSON:							

WORKPLACE VIOLENCE

The County of Brunswick is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States, and has taken steps to help prevent incidents of violence from occurring at County workplaces. The County will not condone any acts or threats of violence against or by County employees or visitors on County premises at any time or while they are engaged in business with or on behalf of the County, on or off County premises.

In keeping with the spirit and intent of this policy, and to ensure that the County's objectives in this regard are attained, the County is committed to the following:

1. To provide a safe and healthful work environment, in accordance with Brunswick County Personnel Policy Manual Section V Policy Safety #530.
2. To take prompt remedial actions up to and including immediate termination, against any employee who engages in any threatening behavior, acts of violence or unsolicited touching of another or who uses any obscene, abusive, threatening language or gestures.
3. To take appropriate action when dealing with citizens, former employees, or visitors to County facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this plan to the maximum extent of the law.
4. To prohibit employees, former employees, contractors, and visitors from bringing unauthorized firearms or other weapons on to County premises or premises occupied by the County.
5. To establish viable security measures to ensure that County facilities are safe and secure to the maximum extent possible and to properly handle access to facilities by the public, off-duty employees, and former employees.

Any employee who displays a tendency to engage in violent, abusive, or threatening behavior, or who otherwise engages in behavior that County, in its' sole discretion, deems offensive or inappropriate will be subject to disciplinary action, up to and including discharge.

In furtherance of this policy, employees have a "duty to warn" their supervisors, department head, security personnel, or human resources director of any suspicious workplace activity, situations, or incidents that they observe or that they are aware of, involving other employees, former employees, contractors, or visitors that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum extent possible. The County will not condone any form of retaliation against any employee for making a report under this plan.

SECTION III –EMERGENCY ACTION PLANNING

EMERGENCY ACTION PLAN

This Emergency Action Plan is intended to provide guidelines on general evacuation and means of egress along with inclement weather procedures that will help provide protection against injury to our employees and customers, damage to property, and disruption of business operations. This will be achieved by auditing work areas, training employees, by procuring and maintaining necessary equipment, and by assigning responsibilities for managing emergency situations. Employees should become familiar with the provisions of this plan in an effort to make their responses automatic for the best possible outcome.

1. Employee Training

- 1.1 Provisions of emergency planning will be reviewed with all assigned employees by the Department Head or their designee:
 - 1.1.1 when the plan is developed,
 - 1.1.2 upon initial employee hire or assignment,
 - 1.1.3 when an employee's designated actions per the plan change, or
 - 1.1.4 the plan is updated or changed.
- 1.2 In order to develop a working plan, Department Directors should discuss the following items within work groups;
 - 1.2.1 Major workplace hazards
 - 1.2.2 Escape route procedures
 - 1.2.3 Fire extinguisher locations and training
 - 1.2.4 Procedures to account for employees
 - 1.2.5 Reporting fire and other emergencies
 - 1.2.6 Employee training programs
 - 1.2.7 Fire prevention practices
 - 1.2.8 Closing doors when exiting
 - 1.2.9 Proper housekeeping- aisles unobstructed
 - 1.2.10 Names and titles of emergency management & fire officials
 - 1.2.11 Alarm systems
- 1.3 Records of this training should be maintained in the department showing the review date, employee name, and person conducting the review. A copy of the written plan is kept in each department and available for review.

ADVERSE WEATHER CONDITIONS

The County Manager is responsible for modification to the work schedule due to inclement weather conditions. No employee is to assume that the workday has been canceled due to weather conditions unless the employee has been informed by their Department Head/Supervisor or public notification.

1. Procedures

- 1.1 The County Manager will consult with the Commissioners to determine whether or not to alter the workday. The County Manager will notify the Deputy County Manager and the Director of Emergency Services and the Public Information Officer (PIO) of the decision and how to proceed. The PIO will immediately initiate the recorded emergency notification to employees and notify the local media of all cancellations/delays.
- 1.2 The County Manager and Deputy County Manager will notify their respective Department Directors by 6:30 a.m. if the workday is to be canceled or delayed.
- 1.3 Department Directors may notify their respective employees, in accordance with their department communication plan, of cancellations/delays and altered work schedules.
- 1.4 Employees may tune into WWAY TV-3, WECT TV-6 or WHQR 91.3 FM to receive emergency notification broadcasts.
- 1.5 All employees with internet access at home are encouraged to visit the Emergency Management web page (www.brunswickcountync.gov) and get up to date emergency notifications.
- 1.6 In addition, any cancellation/delay in workday information will be posted on the front page of the County's website (www.brunswickcountync.gov).

BOMB THREATS

A bomb threat may be received by various means. If a bomb threat is received, follow the list of procedures. ALL BOMB THREATS MUST BE TREATED SERIOUSLY.

1. Procedures

- 1.1 Packages that are suspicious in nature should NOT be opened. If you receive a package through the mail, you do not know who sent it or it has no return address, DO NOT open it. Report it to your supervisor.
- 1.2 A person receiving a bomb threatening phone call should remain calm and attempt to obtain as much information as possible from the caller, record that information (exact words, if possible) and other data about the call. See information on next page pertinent to obtain from caller.

- 1.3 There should be no use of any electronic devices, such as cell phones, wireless computers, or two-way radios, during a bomb threat. Electronic devices have the potential to negatively interact with the signal of any said threat.

BOMB THREAT CHECKLIST

Location of bomb:

Type of bomb:

Time set to go off:

Name of caller:

Address of caller:

Time of call:

Appearance of bomb:

What will cause it to explode?

Who placed the bomb?

Background noises: (music, laughter, traffic, machinery, etc.)

Description of caller's voice-

Male: Female: Adult: Child:

Accent: Speech impediment:

Well-spoken (educated): Foul, vulgar:

Irrational: Incoherent:

Disguised: Familiar:

Sounds like whom:

Exact time caller hangs up:

Document statements made by caller, including any unusual remarks-

EMERGENCY EVACUATION

Brunswick County strives to provide its employees with a safe and healthful work environment. In an effort to do this, the County has put into place the following emergency evacuation procedure. This procedure is such that it may be used in any emergency, which may require an evacuation of a County facility.

1. Procedure

- 1.1 Pre-appointed person(s) immediately activate the building's alarm system and call 911.
- 1.2 All personnel and citizens must exit through stairs and doors, do not use elevators.

- 1.3 Assemble at a predetermined safe area (a minimum of 300 feet from the building).
- 1.4 Designated person to go to the intersection and direct firefighters.
- 1.5 Managers account for co-workers at safe area and notify authorities of anyone missing.
- 1.6 Re-enter the building only after firefighters permit.

2. Department Head Responsibilities

- 2.1 Each department must develop their evacuation plans for their respective worksite(s). Plan for evacuation should include an action team from which directors will establish;
 - 2.1.1 A designated person(s) to call 911 in an event that warrants an evacuation.
 - 2.1.2 A designated person(s) to instruct employees and the general public to the proper exits.
 - 2.1.3 A pre-designated location, 300 ft from building with capability to exit parking area, for all employees to meet during event.
 - 2.1.4 A method of accounting for all co-workers at pre-designated area. If anyone is missing, this position will advise law enforcement.

3. Evacuation Procedures for all Employees

- 3.1 DO NOT USE THE ELEVATOR, use the nearest exit door.
- 3.2 All personnel must cooperate and evacuate the building as directed. Only trained personnel should attempt to extinguish a fire. Ensure valuable items are secured.
- 3.3 DO NOT attempt to move or touch object(s) during an evacuation.
- 3.4 Only return to the building only after it is declared safe by authorities.
- 3.5 During fire and bomb threat emergency evacuations, it will be the responsibility of the Sheriff's Office to notify the Magistrate's and the District Attorney's Office. From there it will be the responsibility of the District Attorney's Office to notify all other State Offices in the Courthouse.

FIRE

A fire in the workplace can happen at anytime and can be in conjunction with another emergency (i.e. thunderstorms). Once detected, a quick reaction and remaining calm will make all the difference. Due to nature of work, the following departments have site specific fire plans: Operation Services; Utilities; Health; Landfill; Sheriff's Office/Jail; and Social Services.

- A. Pre-appointed person(s) immediately activate the building's alarm system and call 911.
- B. All personnel and citizens must exit through stairs and doors, do not use elevators.
- C. Assemble at a predetermined safe area (a minimum of 300 feet from the building).

- D. Designate person to go to the intersection and direct firefighters.
- E. Account for co-workers at safe area and notify authorities of anyone missing.
- F. Re-enter the building only after fire department officials permit.

FLOOD

Departments should prepare their area(s) of responsibility for a flood hazard to protect employees from injury and to safeguard building & property. Preparations may include: backing up computers, storing critical documents, removing equipment/paper from areas known to flood, boarding up windows, and sending employees home before the weather becomes too serious.

Once the emergency passes, employees will be notified of procedures to follow for returning to work. This will be conducted via the County Manager's office working with the Public Information Officer disseminating information to the local news reports. If the building sustains damage, restoration procedures will be addressed by Operation Services.

GAS LEAK

In the event an employee detects gas odor, a gas main may be broken. Employees should implement the building's evacuation procedures. DO NOT turn any electrical switches ON or OFF. There should be no use of any electronic devices, such as cell phones, wireless computers, or two-way radios, during an evacuation. Re-enter the building only after fire department officials permit.

HAZARDOUS MATERIALS

If a release of hazardous material occurs that requires evacuation, follow the procedures identified by emergency personnel as deemed by the National Incident Management System (NIMS). Brunswick County personnel have been trained and can apply the appropriate incident management needed to produce the best possible outcome in this type event.

Special procedures that may need to be followed include; turning off electrical power to the building. Once the spill has been cleaned-up, employees will be notified of procedures to follow for returning to work. This will be conducted via the telephone and/or radio. If the building sustains damage, restoration procedures will be addressed by Operation Services.

Date: February 11, 2013

SPILL PREVENTION CONTROL AND COUNTERMEASURE PLAN (SPCC PLAN)

Reference: Federal Regulation 40 CFR Part 112, Dated July 17, 2002

Type of Facility: Fleet Motor Fuel/Emergency Generator Tanks

Facility: Brunswick Co. Government
Complex
Facility Address: 151 Government Center Drive
City, State, Zip: Bolivia, North Carolina 28422

Site GPS Location: N34° 03'26"; W78° 09'53"

Tank Owner Home Office: **Owner/Operator:**
Ms. Stephanie Lewis, Operations Services Director
County of Brunswick, NC
PO Box 249
Bolivia, North Carolina 28422-0249
Main Office Phone: (910) 253-2515

SPCC Plan Prepared By:

Henry Nemargut, PE
Henry Nemargut Engineering Services
2211 Chestnut Street
Wilmington, North Carolina 28405
Office Phone: 910-762-5475

The intent of this document is to provide information to Owner/Operator and US EPA for environmental control of Petroleum Products. It will not serve as construction documents, equipment approvals, building code permits or any other intent. **WARNING:** These plans and specifications are each part of an integrated design system. Any modification, alteration, change, deletion, addition, or substitution, of or to any specification(s) could result in property damage, injury,

or even death, and requires a full review of the entire system by a professional engineer. Any unauthorized modification of this document may constitute unlicensed practice as a Professional Engineer and may constitute a crime.

EMERGENCY CONTACT LIST AND TELEPHONE NUMBERS

(Ref. 112.7)

1. Local Fire Department: - 911
2. "Person-In-Charge" of Facility Spill Response & Home Telephone Number and Street Address:
Name: Ms. Stephanie Lewis, Operations Services Director
Home Address: 5 Gilbert Road, Bolivia, NC 28422
Home Phone: None Cell Phone: (910) 512-3071
Office Phone: 910-253-2521
3. Local Emergency Planning Committee or Haz-Mat Response Team, Telephone Number: Brunswick County Emergency Management: 910-253-5383, Bolivia, NC
4. Emergency Cleanup Contractor or Response Facility Name, Telephone Number: SR&R Environmental, Inc., Mr. Rick Miles, Wilmington, NC 910-763-6274
5. State Division of Environmental Management: 910-796-7215 (must call)
6. State Emergency Response Commission: 1-800-451-1403 (must call)
7. Downstream Water Suppliers who need to be notified: _____
8. National Response Center: 1-800-424-8802 (must call)
9. Other Notifications and/or US Coast Guard:

(See APPENDIX F & G for Documentation)

You must report a spill if:

- Discharges that cause a sheen or discoloration on the surface of a body of water;
- Discharges that violate applicable water quality standards; and
- Discharges that cause a sludge or emulsion to be deposited beneath the surface of the water or on adjoining shorelines.

Reporting a hazardous substance release or oil spill takes only a few minutes. To report a release or spill, contact the federal government's centralized reporting center, the National Response Center (NRC), at 1-800-424-8802. The NRC is staffed 24 hours a day by U.S. Coast Guard personnel, who will ask you to provide as much information about the incident as possible.

If possible, you should be ready to report the following:

- Your name, location, organization, and telephone number
- Name and address of the party responsible for the incident
- Date and time of the incident
- Location of the incident Source and cause of the release or spill
- Types of material(s) released or spilled
- Quantity of materials released or spilled
- Danger or threat posed by the release or spill
- Number and types of injuries (if any)
- Weather conditions at the incident location
- Any other information that may help emergency personnel responds to the incident
-

In the event of a spill, the normal course of action is as follows:

SEE PAGES 27 & 28

TABLE OF CONTENTS

	Page
INTRODUCTION	5
GENERAL SPILL PREVENTION CONTROLS AND COUNTERMEASURES REQUIREMENTS	6
PART 1: PLAN ADMINISTRATION	
Management Approval and Designated Person	7
Professional Engineer Certification	7
Location of SPCC Plan	8
Plan Review	8
Facilities, Procedures, Methods, or Equipment Not Yet Fully Operational	8
Cross-Reference with SPCC Provisions	10 & 11
PART 2: GENERAL FACILITY INFORMATION	
Facility Description	12
Evaluation of Discharge Potential	13
PART 3: DISCHARGE PREVENTION – GENERAL SPCC PROVISIONS	
Compliance with Applicable Requirements	16
Facility Layout Diagram	16
Spill Reporting	16
Potential Discharge Volumes and Direction of Flow	18
Practicability of Secondary Containment	18
Containment and Diversionary Structures	18
Inspections, Tests, and Records	19 & 20
Personnel, Training, and Discharge Prevention Procedures	21
Security	21
Tank Truck Loading/Unloading Rack Requirements	23
PART 4: DISCHARGE PREVENTION – SPCC PROVISIONS FOR ONSHORE FACILITIES (EXCLUDING PRODUCTION FACILITIES)	
Facility Drainage	24
Conformance with State and Local Applicable Requirements	24
Bulk Storage Containers	25

TABLE OF CONTENTS

PART 5: DISCHARGE RESPONSE

Response to a Minor Discharge	27
Response to a Major Discharge	27
Waste Disposal	28
Discharge Notification	28
Alternative Oil Spill Contingency Plan	29

LIST OF TABLES

Table 1: Plan Review Log	9
Table 2: SPCC Cross-Reference	10 & 11
Table 3: Potential Discharge Volume and Direction of Flow	13 - 15
Table 4: Oil Discharge History	18
Table 5: Inspection and Testing Program	19
Table 6 Fuel Transfer Procedures	23
Table 7: List of Oil Tanks/Containers	25

APPENDICES

A: Substantial Harm Determination
B: Facility Inspection Checklists
C: Record of Precipitation Release from Secondary Containments
D: Record of Discharge Prevention Briefings and Training
E: Calculation of Secondary Containment Capacity
F: Agency Notification Standard Report
G: Discharge Notification Form
H: Discharge Response Equipment Inventory
I: Site Plan & Map and Facility Diagram
J: Records of Tank Integrity and Pressure Tests
K: Strong Oil Spill Contingency Plan (if applicable)

INTRODUCTION

Purpose

The purpose of this Spill Prevention, Control, and Countermeasure (SPCC) Plan is to describe measures implemented by this facility to prevent oil discharges from occurring, and to prepare Brunswick County Government Complex, (i.e. This Facility) to respond in a safe, effective, and timely manner to mitigate the impacts of a discharge.

This Plan has been prepared to meet the requirements of Title 40, *Code of Federal Regulations*, Part 112 (40 CFR part 112), and supercedes any earlier Plan developed to meet provisions in effect since 1974.

In addition to fulfilling requirements of 40 CFR part 112, this SPCC Plan is used as a reference for oil storage information and testing records, as a tool to communicate practices on preventing and responding to discharges with employees, as a guide to facility inspections, and as a resource during emergency response.

This facility management has determined that this facility does not pose a risk of substantial harm under 40 CFR part 112, as recorded in the "Substantial Harm Determination" included in APPENDIX A of this Plan.

This Plan provides guidance on key actions that this facility must perform to comply with the SPCC rule:

- Y Complete monthly and annual site inspections as outlined in the Inspection, Tests, and Records section of this Plan (pages 17 & 18) using the inspection checklists included in APPENDIX B.
- Y Perform preventive maintenance of equipment, secondary containment systems, and discharge prevention systems described in this Plan as needed to keep them in proper operating conditions.
- Y Conduct annual employee training as outlined in the Personnel, Training, and Spill Prevention Procedures section of this Plan and document them on the log included in APPENDIX D.
- Y If either of the following occurs, submit the SPCC Plan to the EPA Regional Administrator (RA) Office along with other information as detailed in APPENDIX F & G of this Plan:
 - Y The facility discharges more than 1,000 gallons of oil into or upon the navigable waters of the U.S. or adjoining shorelines in a single spill event; or
 - Y The facility discharges oil in quantity greater than 42 gallons in each of two spill events within any 12-month period.
- Y Review the SPCC Plan at least once every five (5) years and amend it to include more effective prevention and control technology, if such technology will significantly reduce the likelihood of a spill event and has been proven effective in the field at the time of the review. Plan amendments, other than administrative changes discussed above, must be recertified by a Professional Engineer on the certification page (page 9) of this Plan.

- Y Amend the SPCC Plan within six (6) months whenever there is a change in facility design, construction, operation, or maintenance that materially affects the facility's spill potential. The revised Plan must be recertified by a Professional Engineer (PE).
- Y Review the Plan on an annual basis. Update the Plan to reflect any "administrative changes" that are applicable, such as personnel changes or revisions to contact information, such as phone numbers. Administrative changes must be documented in the Plan review log on page 9 of this Plan, but do not have to be certified by a PE.

GENERAL SPILL PREVENTION CONTROLS AND COUNTERMEASURES REQUIREMENTS

(Ref. 112.7 (a) (b) (c) & 112.8 (a) (b) (c) (d))

Title 40, Part 112 of the Code of Federal Regulations, final rule amending requirements under 40 CFR 112, July 17, 2002. This part establishes procedures, methods and equipment, and other requirements for equipment to prevent the discharge of oil from non-transportation-related onshore and offshore facilities into or upon the navigable waters of the United States or adjoining shorelines. These regulations are applicable to owners or operators of onshore and offshore facilities engaged in producing, storing, transferring, distributing, and/or consuming oil and oil products. EPA has published final amendments to the SPCC rule. This rule amended an existing rule that had been in effect since 1974. This final rule was effective on August 16, 2002 and included dates by which a facility would have to amend and implement its SPCC plan. The EPA subsequently extended the compliance dates. The compliance deadline for revision and professional engineer (PE) certification of SPCC plans is November 10, 2010. This SPCC Plan must be fully implemented immediately.

Key Provisions of the Oil Pollution Prevention Regulation

Subpart A – Applicability, Definitions, and General Requirements. For All Facilities and All Types of Oil

Section 112.1 General Applicability: Section 112.2 Definitions: Section 112.3 Requirement to prepare and implement a Spill Prevention, Control, and Countermeasure Plan: Section 112.4 Amendment of Spill Prevention, Control, and Countermeasure Plan by Regional Administrator: Section 112.5 Amendment of Spill Prevention, Control, and Countermeasure Plan by owners or operators: Section 112.7 General requirements for Spill Prevention, Control, and Countermeasure Plans

Subpart B – Requirements for Petroleum Oils and Non-Petroleum Oils, Except Animal Fats and Oils and Greases, and Fish and Marine Mammal Oils; and Vegetable Oils (Including Oils from Seeds, Nuts, Fruits, and Kernels)

Section 112.8 Spill Prevention, Control, and Countermeasure Plan requirements for onshore facilities (excluding production facilities): Section 112.9 Spill Prevention, Control, and Countermeasure Plan requirements for onshore oil production facilities: Section 112.10 Spill Prevention, Control, and Countermeasure Plan requirements for onshore oil drilling and workover facilities: Section 112.11 Spill Prevention, Control, and Countermeasure Plan requirements for offshore oil drilling, production, or workover facilities

UNDER US EPA REGULATION 40 CFR PARTS 112.20- YOU MUST SUBMIT A FACILITY RESPONSE PLAN (FRP) TO US EPA IF YOUR FACILITY HAS A MAXIMUM STORAGE CAPACITY GREATER THAN OR EQUAL TO 42,000 GALLONS AND IF THE OPERATIONS INCLUDE OVER WATER TRANSFERS OF OIL TO OR FROM VESSELS. The "Certification of Applicability of the Substantial Harm Criteria." provided as APPENDIX A in this SPCC Plan, gives a checklist for facilities to use in determining if they need to submit an FRP. If the facility answers "yes" to any question on this checklist, an FRP must be submitted.

The prevention of oil spillage and its reaching navigable water is inherent in the design of the bulk plant's physical facilities and operating procedures that will be discussed in detail in subsequent paragraphs. Physical facilities feature storage designs, which include provisions to prevent unauthorized access and thereby insure accountability. Storage tank ullages can be determined, both to prevent overfilling as well as to serve as leak detection capability. Spillage resulting from equipment failure such as broken valves, hose failure, etc. will be contained within secondary containments or diverted too such. The secondary containments are described in subsequent paragraphs. Although operating procedures include precautionary measures to prevent or anticipate overfills, unexpected discharges due to equipment failure, and smaller "house-keeping" drippages, this Plan also addresses contingent and emergency situations which will relate to spill reporting, emergency containment, spill stoppage, safety assurance, and remedial action. If physical facilities do not meet 40-CFR 112 specifications regarding fully effective discharge collection and containment, a full-scope contingency plan, reference 112.7(d) & part 109, will be developed as part of this Plan. Regardless, however, an adequate amount of contingency planning is made for this facility to provide for personnel responsibilities and contact information, spill-response resources and telephone numbers, spill-reporting telephone numbers, and access to dedicated spill-response equipment.

Part 1: Plan Administration

Management Approval and Designated Person (40 CFR 112.7)

This facility is committed to preventing discharges of oil to navigable waters and the environment, and to maintaining the highest standards for spill prevention control and countermeasures through the implementation and regular review and amendment to the Plan. This SPCC Plan has the full approval of this facilities management. This facility has committed the necessary resources to implement the measures described in this Plan.

The Facility Manager is the Designated Person Accountable for Oil Spill Prevention at the facility and has the authority to commit the necessary resources to implement this Plan.

Authorized Facility Representative (facility response coordinator):

Name: Ms. Stephanie Lewis
Director

Title: Operations Services

Signature: _____

Date: _____

Professional Engineer Certification (40 CFR 112.3(d))

The undersigned Registered Professional Engineer is familiar with the requirements of Part 112 of Title 40 of the *Code of Federal Regulations* (40 CFR part 112) and has visited and examined the facility, or has supervised examination of the facility by appropriately qualified personnel. The undersigned Registered Professional Engineer attests that this Spill Prevention, Control, and Countermeasure Plan has been prepared in accordance with good engineering practice, including consideration of applicable industry standards and the requirements of 40 CFR part 112; that procedures for required inspections and testing have been established; and that this Plan is adequate for the facility. [40 CFR 112.3(d)]

This certification in no way relieves the owner or operator of the facility of his/her duty to prepare and fully implement this SPCC Plan in accordance with the requirements of 40 CFR part

112. This Plan is valid only to the extent that the facility owner or operator maintains, tests, and inspects equipment, containment, and other devices as prescribed in this Plan.

This engineer nor his agent did not test for proper operation of any electrical/mechanical/safety equipment, overfill devices, vents, emergency venting, valves, corrosion control systems and any other equipment systems not specifically mentioned.

Name: Henry Nemargut. PE # 017669. STI AST Certification #R10159
NC Professional Engineer License #17669



Date: February 11, 2013

Location of SPCC Plan (40 CFR 112.3(e))

You must maintain a complete copy of the Plan at this facility if this facility is normally attended at least four hours per day.

In accordance with 40 CFR 112.3(e), a complete copy of this SPCC Plan is maintained at the Brunswick County Service Center in the Main Complex. This office is attended whenever the facility is operating, i.e., 8:00 AM to 4:30 PM, 5 days per week.

Plan Review (40 CFR 112.3 and 112.5)

Changes in Facility Configuration

In accordance with 40 CFR 112.5(a), this facility periodically reviews and evaluates this SPCC Plan for any change in the facility design, construction, operation, or maintenance that materially affects the facility's potential for an oil discharge, including, but not limited to:

- commissioning of containers;
- reconstruction, replacement, or installation of piping systems;
- construction or demolition that might alter secondary containment structures; or
- changes of product or service, revisions to standard operation, modification of testing/inspection procedures, and use of new or modified industry standards or maintenance procedures.

Amendments to the Plan made to address changes of this nature are referred to as technical amendments, and must be certified by a PE. Non-technical amendments can be done (and must be documented in this section) by the facility owner and/or operator. Non-technical amendments include the following:

- change in the name or contact information (i.e., telephone numbers) of individuals responsible for the implementation of this Plan; or
- change in the name or contact information of spill response or cleanup contractors.

This facility must make the needed revisions to the SPCC Plan as soon as possible, but no later than six months after the change occurs. The Plan must be implemented as soon as possible following any technical amendment, but *no later than six months* from the date of

the amendment. The Facility Manager is responsible for initiating and coordinating revisions to the SPCC Plan.

Scheduled Plan Reviews

In accordance with 40 CFR 112.5(b), this facility will review this SPCC Plan at least once every five years. Revisions to the Plan, if needed, are made within six months of the five-year review. A registered Professional Engineer certifies any technical amendment to the Plan, as described above, in accordance with 40 CFR 112.3 (d). Owner/operator documentation to review shall state: *"I have completed review and evaluation of the SPCC plan for this facility and will (will not) amend Plan as a result."*

Record of Plan Reviews

Scheduled reviews and Plan amendments are recorded in the Plan Review Log (Table 1 page 9). This log must be completed even if no amendment is made to the Plan as a result of the review. Unless a technical or administrative change prompts an earlier review of the Plan, the next scheduled review of this Plan must occur by *October 17, 2017*.

Facilities, Procedures, Methods, or Equipment Not Yet Fully Operational (40 CFR 112.7)

Bulk storage containers at this facility have never been tested for integrity since their installation. Pages 17 & 18 and APPENDIX B of this Plan describes the inspection program to be implemented by the facility following a regular schedule, including the dates by which each of the bulk storage containers must be tested if applicable.

Table 1: Plan Review Log

By	Date	Activity	PE certification required?	Comments

*Previous PE certifications of this Plan are summarized below.

PE Reviews

Date	Scope	PE Name	Licensing State and Registration No.
10/17/12	Developed original SPCC plan	Henry Nemargut	NCPE #17669

Cross-Reference with SPCC Provisions (40 CFR 112.7)

This SPCC Plan does not follow the exact order presented in 40 CFR parts 112. Section headings identify, where appropriate, the relevant section(s) of the SPCC rule. Table 2 presents a cross-reference of Plan sections relative to applicable parts of 40 CFR part 112

Table 2 Regulatory Cross Reference Table

Regulatory Section/Rule(s)	Summary Rule Description	Plan Section(s)/Page No.
112.7 (a)	General Requirements	
	(1) Discussion of facility's conformance with requirements	Introduction/Pg.-5; General Requirements/Pg.-6
	(2) Deviations from Plan requirements	Pgs.-16 & 17 & APPENDIX B
	(3) Facility characteristics relevant to Plan requirements	Facility Information/Pg.-12; Facility Description/Pg.-12; General Requirements/Pg.-6
	i. Type of oil in each container with storage capacity	Petroleum Product Storage/Pg.-22
	ii. Discharge prevention measures with procedures for routine handling	Discharge Prevention./Pgs.-15 & 16
	iii. Discharge or drainage controls	Facility Drainage/Pg.-21
	iv. Methods of disposal of recovered materials	Drainage from Diked Areas /Pg.-21 & 25
	v. Contact list for facility response coordinators	Page-2
	(4) Information and procedures for incident responses	Response to Spills Pgs.-24 & 25
	(5) Spill and emergency response procedures	Response to Spills Pgs.-24 & 25
	i. Quick reference summary information for facility emergency procedures	Response to Spills Pgs.-24

	ii. Information in supporting appendices	APPENDIX-D, F, & G
112.7 (b)	Fault Analysis	
	i. Procedures when discharge occurs	Response to Spills Pgs.-24 & 25
112.7 l	Secondary Containment	Containment and Diversionary Struct./Pg.-16
112.7 (d)	Contingency Planning	(if required)
	i. Periodic integrity testing of containers	APPENDIX K (if required)
	ii. Periodic integrity and leak testing of valves and piping	APPENDIX K (if required)
	iii. Oil spill contingency plan	APPENDIX K (if required)
	iv. Written commitment of manpower and resources	APPENDIX K (if required)
112.7 (e)	Inspections, tests, and records	Inspections, Tests and Records/Pg. 17 &18
112.7 (f)	Employee training and discharge prevention procedures	APPENDIX D Record of Training
	i. Training of oil-handling personnel	Personnel, Training and Spill Prevention Procedures/Pg. 17 & 18
	ii. Designated discharger prevention accountable persons	Personnel, Training and Spill Prevention Procedures/Pg. 18 & 19
	iii. Schedule of personnel discharge prevention briefings	Personnel, Training and Spill Prevention Procedures/Pg. 18 &19
112.7(g)	Facility Security	
	(1) Fully fenced facility	Security/Pg. 19
	(2) Master flow and drain valve security	Security/Pg. 19
	(3) Oil pump/transfer control security	Security/Pg. 19
	(4) Security of loading/unloading connections	Security/Pg. 19
	(5) Facility lighting to prevent vandalism and theft	Security/Pg. 19

Regulatory Section/Rule(s)	Summary Rule Description	Plan Section(s)/Page No.
112.7 (h)	Tank truck loading/unloading procedures	
	(1) Catchment basin or quick discharge system	Tank Car & Truck Loading/Unloading /Pg. 20
	(2) Means to prevent truck drive-aways	Tank Car & Truck Loading/Unloading /Pg. 20
	(3) Inspection of tanker truck drains/outlets	Tank Car & Truck Loading/Unloading /Pg. 20
112.7 (l)	Brittle fracture evaluation requirements	N/A
112.7 (j)	Conformance with State and Local Requirements	State Rules/Pg.-15 & 21
112.8 (a);	Requirements for on-shore facilities	General Requirements/Pg.-6
112.8 (b)	Facility drainage restrictions	
	(1) Drainage from diked storage areas	Facility Drainage/ Pg. 21
	(2) Valve restrictions	Facility Drainage/ Pg. 21
	(3) Drainage of undiked areas	Facility Drainage/ Pg. 21
	(4) Use of diversions systems	N/A
	(5) Drainage Water Treatment	N/A
112.8 l	Bulk storage containers	
	(1) Material and construction compatibility with contents	Bulk Storage Tanks/Pg. 22
	(2) Secondary containment	Containment and Diversionary Struct./Pg. 16
	(3) Control of accumulated precipitation	Drainage from Diked Areas/Pg. 21

	(4) UST corrosion protection	N/A
	(5) Corrosion protection of partially buried or bunkered tanks	N/A
	(6) Testing of aboveground containers	Inspections, Tests and Records/Pg. 17 & 18 Bulk Storage Tanks/Pg. 22 APPENDIX B
	(7) Monitoring of internal tank heating coils	N/A
	(8) Engineering controls to prevent discharges	Bulk Storage Tanks/Pg. 16
	(9) Observation of effluent treatment facilities	N/A
	(10) Prompt repair of visible discharges from equipment	Bulk Storage Tanks/Pg. 17 & 18
	(11) Positioning/location of mobile containers to prevent discharges	N/A
112.8 (d)	Facility transfer operations, pumping, and facility processes	
	(1) Corrosion protection of underground piping	Transfer Operations, Pumping and Facility Processes/Pg. 23
	(2) Protection of transfer piping connections	Transfer Operations, Pumping and Facility Processes/Pg. 23
	(3) Use of proper piping supports	Transfer Operations, Pumping and Facility Processes/Pg. 23
	(4) Regular inspection of aboveground valves, pipes, and appurtenances	APPENDIX B; Transfer Operations, Pumping and Facility Processes/Pg. 17
	(5) Warning procedures to prevent vehicular damage to aboveground piping	Transfer Operations, Pumping/Pg. 20

Part 2: General Facility Information

Facility: Brunswick County Government
Complex
Facility Address: 151 Government Center Drive
City, State, Zip: Bolivia, NC 28422
Office Phone: 910-253-2515

Type: Fleet Motor Fuel Facility/Generator ASTs
Date of Initial Operations: 1991 through 2006

Tank Owner/Operator: County of Brunswick, NC
 Ms. Stephanie Lewis, Operations Services,
 Dir.
 PO Box 249
 Bolivia, North Carolina 28422-0249

Main Office Phone: (910) 253-2521

Primary contact:

Ms. Stephanie Lewis	Pager: <u>None</u> Cell Phone: <u>910-512-3071</u>
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Facility Description (40 CFR 112.7(a) (3))

Brunswick County Government Complex in Bolivia, NC is a local county government facility operated by the County of Brunswick, NC.

This facility features (4) aboveground storage tanks for private fleet fueling with associated dispensers, and (5) above ground tanks for emergency generator fuel supply. All bulk deliveries of liquid petroleum products made to this operation are received from truck-transport tankers and are transferred by transfer pumps/tanker PTOs into the tank. Products stored are Gasoline, Highway Diesel Fuel, and non-highway generator Diesel fuel. Petroleum dispensing to motor vehicles and motorized equipment does occur at this facility.

Generally, many physical facilities and operational procedures are patterned after guidelines of the National Fire Protection Association's Pamphlet 30 & 30A (Combustible and Flammable Liquids Code) and State and County Building Codes. NFPA 30 is also a partial reference for the U.S. Environmental Protection Agency's Regulation, 40 CFR-Part 112, "Oil Pollution Prevention." Other relevant industry standards are API 340, API 2610, API 653, API 12R1, API 570, API 2350, PEI-RP200 and STI-SP003. Newly constructed facilities must meet the above standards, where applicable.

A supplemental drawing is appended which shows property boundaries, access drainage patterns, on-site buildings, access roads, petroleum storage facilities and general configuration of the facility. This facility is located near the intersection of Old Ocean Highway and Government Center Drive.

Enclosed is a partial map of the area in APPENDIX I.

Evaluation of Discharge Potential (Ref. 112.7(b))

Table 3: Potential Discharge Volumes and Direction of Flow

Potential Event	Maximum volume released (gallons)	Maximum discharge rate	Direction of Flow	Secondary Containment
Fleet Fueling Facility (Aboveground Storage Tanks)				
Failure of aboveground tank (collapse or puncture below product level)	12,000	Gradual to instantaneous	NW to Pine Log Branch of Lockwoods Folly River	Double Wall Tank
Tank overfill	1 to 120	90 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons

Potential Event	Maximum volume released (gallons)	Maximum discharge rate	Direction of Flow	Secondary Containment
Pipe failure	60	10 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Leaking pipe or valve packing	600	1 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Fleet Fueling Facility Transport Unloading Area				
Tank truck leak	1 to 3,000	Gradual to instantaneous	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Tank truck leak or failure outside the unloading area	1 to 3,000	Gradual to instantaneous	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Hose leak during truck loading	1 to 150	90 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Fleet Fueling Dispensing Area				
Gasoline and diesel dispenser hose/connections leak	1 to 20	10 gal/minute	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Generator Tank at Fleet Fueling Area – SCG11				
Failure of aboveground tank (collapse or puncture below product level)	2,200	Gradual to instantaneous	NW to Pine Log Branch of Lockwoods Folly River	Double Wall Tank
Tank overfill	1 to 60	30 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Pipe failure	10	1 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Leaking pipe or valve packing	10	1 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
Hose leak during truck loading	1 to 60	30 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 190 gallons
911 Building – Generator Tank – SCG06				
Failure of aboveground tank (collapse or puncture below product level)	2,000	Gradual to instantaneous	NW to Pine Log Branch of Lockwoods Folly River	Double Wall Tank
Tank overfill	1 to 60	30 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 95 gallons
Pipe failure	10	1 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 95 gallons

Potential Event	Maximum volume released (gallons)	Maximum discharge rate	Direction of Flow	Secondary Containment
Leaking pipe or valve packing	10	1 gal/min	NW to Pine Log Branch of Lockwoods Folly River	Spill Kits to contain 95 gallons
Detention Center Generator Tank – SCG09				
Failure of aboveground tank (collapse or puncture below product level)	970	Gradual to instantaneous	NW to drainage ditches, then southwest to facility retention pond	Double Wall Tank
Tank overfill	1 to 60	30 gal/min	NW to drainage ditches, then southwest to facility retention pond	Spill Kits to contain 95 gallons
Pipe failure	10	1 gal/min	NW to drainage ditches, then southwest to facility retention pond	Spill Kits to contain 95 gallons
Leaking pipe or valve packing	10	1 gal/min	NW to drainage ditches, then southwest to facility retention pond	Spill Kits to contain 95 gallons
Administration Bldg Generator Tank – SCG10				
Failure of aboveground tank (collapse or puncture below product level)	2500	Gradual to instantaneous	South to catch basin with outlet at eastern retention pond, then southeast to Middle Swamp	Double Wall Tank
Tank overfill	1 to 60	30 gal/min	South to catch basin with outlet at eastern retention pond, then southeast to Middle Swamp	Spill Kits to contain 95 gallons
Pipe failure	10	1 gal/min	South to catch basin with outlet at eastern retention pond, then southeast to Middle Swamp	Spill Kits to contain 95 gallons
Leaking pipe or valve packing	10	1 gal/min	South to catch basin with outlet at eastern retention pond, then southeast to Middle Swamp	Spill Kits to contain 95 gallons
70 Stamp Act Drive Generator Tank – SCG12				
Failure of aboveground tank (collapse or puncture below product level)	5000	Gradual to instantaneous	NW to drainage ditches, then southwest to facility retention pond	Steel Containment Dike

Potential Event	Maximum volume released (gallons)	Maximum discharge rate	Direction of Flow	Secondary Containment
Tank overfill	1 to 120	90 gal/min	NW to drainage ditches, then southwest to facility retention pond	Spill Kits to contain 190 gallons
Pipe failure	10	1 gal/min	NW to drainage ditches, then southwest to facility retention pond	Spill Kits to contain 190 gallons
Leaking pipe or valve packing	10	1 gal/min	NW to drainage ditches, then southwest to facility retention pond	Spill Kits to contain 190 gallons

SEE APPENDIX H FOR LOCATIONS AND OIL SPILL EQUIPMENT MATERIALS ON HAND.

PART 3: Discharge Prevention – General SPCC Provisions

The following measures are implemented to prevent oil discharges during the handling, use, or transfer of oil products at the facility. Oil-handling employees have received training in the proper implementation of these measures.

Compliance with Applicable Requirements (40 CFR 112.7(a) (2) (3) (4) & (5))

Regulation 40 CFR part-112.7 (l) & (h) generally requires the following secondary containment systems or their equivalents for Bulk Tanks, Loading & Unloading Racks and Piping Systems: Dikes, berms, retaining walls, curbing, culverting, gutters, weirs, booms, spill diversion ponds, impounding basins, or sumps, and sorbents to be sufficiently impervious.

From US EPA Ombudsman memorandum of August 14, 2002, regarding Sufficiently Impervious.

“Dikes, berms or retaining walls must be sufficiently impervious to contain oil. The purpose of secondary containment is to contain oil from escaping the facility and reaching the environment. An owner or operator of a facility should have flexibility in how he prevents a discharge as described in §112.1(b) and any method of containment which achieves that end is sufficient. Similarly, because the purpose of the “sufficiently impervious” standard is to prevent discharges as described in §112.1(b), dikes, l, or retaining walls must be capable of containing oil and preventing such discharges. Discharges as described in §112.1(b) may result from direct discharges from containers, or from discharges from containers to groundwater that travel through the groundwater to navigable waters. Effective containment means that the dike, berm, or retaining wall must be capable of containing oil and sufficiently impervious to prevent discharges from the containment system until it is cleaned up. The same holds true for containment floors or bottoms; they must be able to contain oil to prevent a discharge as described in §112.1(b). However, “effective containment” does not mean that liners are required for secondary containment areas. Liners are an option for meeting the secondary containment requirements, but are not required by the rule.” (End)

Use Hydraulic Conductivity readings that are site specific: i.e. 0.01 gallons/day/square foot

The reading indicates that for a 1000 sq. ft. dike it would leak 10 gallons per day or total of 30 gallons in 72 hours. Engineered Compacted Clays, Concrete, Liners/Membranes may meet this requirement.

The US EPA does not interpret §112.7(h) (see page 19) to apply beyond activities and/or equipment associated with tank car and tank truck loading/unloading racks. Therefore, loading and unloading activities that take place beyond the rack area would not be subject to the specific sized requirements of 40 CFR §112.7(h) (but, of course, would be subject, where applicable, to the general containment requirements of 112.7l. US EPA interprets §112.7(h) only to apply to loading and unloading “racks.” Under this interpretation, if a facility does not have a loading or unloading “rack,” §112.7(h) does not apply.

US EPA believes that the proper standard of “sufficient freeboard” to contain precipitation is that amount necessary to contain precipitation from a 25-year, 24-hour storm event.

Facility Layout Diagram (40 CFR 112.7(a) (3))

A map is provided for in APPENDIX I showing the general location of the facility. The plot print in APPENDIX I present a layout of the facility and the location of storage tanks and drums. The diagram also shows the location of storm water drain inlets and the direction of surface water runoff. As required under 40 CFR 112.7(a) (3), the facility diagram indicates the location and content of ASTs, USTs, and transfer stations and connecting piping.

Spill Reporting (40 CFR 112.7(a) (4))

The discharge notification form included in APPENDIX G will be completed upon immediate detection of a discharge and prior to reporting a spill to the proper notification contacts.

Potential Discharge Volumes and Direction of Flow (40 CFR 112.7(b))

Distance to Navigable Waters and Adjoining Shorelines and Flow Paths

This facility is provided with spill collection and containment facilities that are intended to prevent spillage from reaching and entering navigable water. Therefore, the predictions described as follows are based upon the failure of normal storage or piping facilities and the additional failure of collection and containment facilities to prevent spillage from escaping the facilities. The following predictions include direction, rate of flow, and total quantity of oil that could be discharged as a result of each major type of failure.

Direction, route, including type of terrain, flow velocity of spills, intersected roads and culverts, name of stream or body of water, distance to water.

The tanks are supplied by deliveries using highway transport tankers. Unloading operations using centrifugal transfer pumps or truck mounted PTOs require the driver-attendant to stand by and monitor the operations. If a hose ruptures, or any other component causes a spill, fast-acting compartmental valves will be closed. The transport, while unloading, is parked on concrete or asphalt surfaces, except for tanks SCG09 and SCG12.

TANKS EMSE01, SCG06, & SCG11 - The surface flow velocity is estimated to be ½ foot per second. If any spillage escapes the secondary containment systems, or from any loading/unloading/dispensing operations, it would flow to the Northwest to the Pine Log Branch of Lockwoods Folly River which traverses the property.

TANKS SCG09, & SCG12 - The surface flow velocity is estimated to be ½ foot per second. If any spillage escapes the secondary containment systems, or from any loading/unloading/generator operations, it would flow to the Northwest to drainage ditches and culvert system which feed the on-site retention pond. The overflow from the retention pond discharges to the Pine Log Branch of Lockwoods Folly River which traverses the property. Pine Log Branch flows west approximately 1.0 mile where it empties into the Lockwoods Folly River.

TANKS SCG10 - The surface flow velocity is estimated to be ½ foot per second. If any spillage escapes the secondary containment systems, or from any loading/unloading/generator operations, it would flow southeast to southwest to catchment basins and culverts which feed the on-site retention pond on the southeast portion of the government complex. The overflow from the southeast retention pond discharges to the Middle Swamp. Middle Swamp flows southeast then southwest approximately 2.8 miles where it empties into the Lockwoods Folly River.

If spilled petroleum leaves the property, then the Brunswick County Emergency Management Agency shall be notified (see page 2). **Every effort will be made to stop or control spillage before it leaves the property or enters the drainage system by use of spill kits, hay bales, sandbags, absorbents, or other approved means.**

Discharge History (see Table 4)

Spills of less than 25 gallons that do not cause sheen on nearby navigable (surface) waters, and are discharged more than 100 feet from all surface water bodies do not have to be reported in North Carolina. NC Law requires that spills less than 25 gallons must be cleaned up within 24 hours of the spill for a non-reportable offense. SEE APPENDIX'S D, F & G

You must report to US EPA Region IV, whenever this facility has discharged more than 1,000 gallons of oil in a single discharge or discharged more than 42 gallons of oil in each of two discharges occurring within any 12-month period.

Table 4 presents expected volume, discharge rate, general direction of flow in the event of equipment failure, and means of secondary containment for different parts of the facility where oil is stored, used, or handled.

Table 4 summarizes the facility's discharge history. (As of Current Date of SPCC Plan)

SEE APPENDIX'S D, F & G

Table 4 –Oil Discharge History (within 12 months)

Description of Discharge	Corrective Actions Taken	Plan for Preventing Recurrence

Practicability of Secondary Containment (40 CFR 112.7(d))

This facilities management has determined that secondary containment is practicable at this facility. (see page 26 & APPENDIX K if required)

Containment and Diversionary Structures (40 CFR 112.7I)

Methods of secondary containment at regulated facilities may include a combination of structures (e.g., dikes, I, built-in secondary containment, remote impounding), quick catchment drainage systems (e.g., oil/water separators, curbed concrete pads), and/or land-based spill response (e.g., drain covers, sorbents) to prevent oil from reaching navigable waters and adjoining shorelines:

THIS FACILITY IS EQUIPPED AS FOLLOWS: All tanks at this facility are constructed of steel in accordance with UL-142 with approved steel secondary containment systems (double wall tanks or steel containments) which are not open to rainwater infiltration. The dikes net containment volume **DOES** provide sufficient storage capacity for the largest tank plus 10 percent. The tanks are hydrostatically gauged for product volume levels. Spill kits are used for equivalent protection for pumps and aboveground piping not installed within the secondary containment area.

General secondary containment for transport unloading, and motor vehicle refueling is provided for with on site spill kits design to contain 95-190 gallons. Transport unloading fill pipe connections are provided with steel "Spill Boxes" design to contain small spills not exceeding 7 gallons. **Every effort will be made to stop or control spillage before it leaves the property. In the event of a spill during a rain event, the stormwater drainage areas at the facility must be sealed via hay bales, absorbents, booms, skimmers or other approved means.**

The flow path of spillage from aboveground storage facilities or transfer facilities traverse earthen/gravel yards or asphalt/concrete surfaces. **Generally, the transport unloading connection**

areas are sloped causing any surface spill to flow to a single point to allow for emergency (i.e. emergency damming of the stormwater drainage ditch in the event of a spill).

As described on the supplemental drawing, secondary containment systems exist for the aboveground storage tanks. Transport unloading areas, aboveground piping and dispensers also have secondary containment via spill kits and steel spill boxes.

Inspections, Tests, and Records (40 CFR 112.7(e))

As required by the SPCC rule, this facility performs the inspections, tests, and evaluations listed in the following table. Table 5 summarizes the various types of inspections and tests performed at the facility. The inspections and tests are described later in this section, and in the respective sections that describe different parts of the facility (e.g., APPENDIX B for bulk storage containers and facility equipment).

PE has established baseline conditions by using the UL-142 tank construction manual. Hydrocarbon corrosion rates are typically 2 mils per year. Baseline conditions established by know construction standards and typical corrosion rates. Site specific conditions will determine tank baseline condition requirements:

TANK(S) (AGE OF USED TANKS UNKNOWN)		
Maintenance & Water removal records on file:	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Interim I&M for proper maintenance to be implemented	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO
Integrity Test for baseline conditions	<input type="checkbox"/> YES	<input checked="" type="checkbox"/> NO

Table 5: Inspection and Testing Program

Facility Component	Action	Frequency/Circumstances
Aboveground container	Test container integrity or provide equivalent environmental protection. Combine visual inspection with another testing technique (non-destructive shell testing). Inspect outside of container for signs of deterioration and discharges.	Following a regular schedule (monthly, annual, and during scheduled inspections) and whenever material repairs are made.
Container supports and foundation	Inspect container's supports and foundations.	Following a regular schedule (monthly, annual, and during scheduled inspections) and whenever material repairs are made.
Liquid level sensing devices (overfill)	Test for proper operation.	Annual
Diked area	Inspect for signs of deterioration, discharges, or accumulation of oil inside diked areas. Visually inspect content for presence of oil.	Monthly Prior to draining
Lowermost drain and all outlets of tank truck	Visually inspect.	Prior to filling and departure
Effluent treatment facilities	Detect possible system upsets that could cause a discharge.	Daily, monthly
All aboveground valves, piping, and appurtenances	Assess general condition of items, such as flange joints, expansion joints, valve glands and bodies, catch pans, pipeline supports, locking of valves, and metal surfaces.	Monthly
Buried metallic storage tank	NA	Annually

Facility Component	Action	Frequency/Circumstances
Buried piping	Inspect for deterioration.	Whenever a section of buried line is exposed for any reason.
	Integrity and leak testing.	At the time of installation, modification, construction, relocation, or replacement.

Daily Inspection

A facility employee performs a complete walk-through of the facility each day. This daily visual inspection involves: (1) looking for tank/piping damage or leakage, stained or discolored soils, or excessive accumulation of water in containment sumps; and (2) observing the effluent from the retention pond system.

Monthly Inspection

The checklist provided in APPENDIX B is used for monthly inspections by facilities personnel. The monthly inspections cover the following key elements:

- Y Observing the exterior of aboveground storage tanks, pipes, and other equipment for signs of deterioration, leaks, corrosion, and thinning.
- Y Observing the exterior of portable containers for signs of deterioration or leaks.
- Y Observing tank foundations and supports for signs of instability or excessive settlement.
- Y Observing the tank fill and discharge pipes for signs of poor connection that could cause a discharge, and tank vent for obstructions and proper operation.
- Y Verifying the proper functioning of overfill prevention systems.
- Y Checking the inventory of discharge response equipment and restocking as needed.
- Y Observing the effluent and measuring the quantity of accumulated oil within u/g piping sumps.

All problems regarding tanks, piping, containment, or response equipment must immediately be reported to the Facility Manager. Visible oil leaks from tank walls, piping, or other components must be repaired as soon as possible to prevent a larger spill or a discharge to navigable waters or adjoining shorelines. Pooled oil is removed immediately upon discovery.

Written monthly inspection records are signed by the Facility Manager and maintained with this SPCC Plan for a period of three years.

Annual Inspection

Facility personnel perform a more thorough inspection of facility equipment on an annual basis. This annual inspection complements the monthly inspection described above and is performed in September-October of each year using the checklist provided in APPENDIX B of this Plan.

The annual inspection is preferably performed after a large storm event in order to verify the imperviousness and/or proper functioning of drainage control systems such as the dike, berms, control valves, and the retention pond system as applicable.

Written annual inspection records are signed by the Facility Manager and maintained with this SPCC Plan for life of the tanks.

Periodic Integrity Testing

In addition to the above monthly and annual inspections by facility personnel, certification of tank integrity testing may be required (if equivalent environmental protection is not provided). Tanks as noted in APPENDIX B are periodically evaluated by an outside certified tank inspector(s) following the Steel Tank Institute (STI) *Standard for the Inspection of Aboveground Storage*

Tanks, SP-001, (latest version), and or API 653 as described on page 17 & APPENDIX B notes of this Plan.

PERSONNEL TRAINING AND SPILL PREVENTION PROCEDURES

(Ref. 112.7 (f))

Facilities Designated Person For Oil Spill Prevention:

NAME: Ms. Stephanie Lewis

Training Scope and Frequency

At least annually all personnel are given training in oil spill prevention, including operation and maintenance of equipment. They are given thorough reviews of all parts of this SPCC Plan, both for routine operations and for emergency situations. Where specific responsibilities are assigned, these requirements will be reviewed. All such training occasions will be documented with an employee roster that is signed by each employee. This document will be kept in the master binder or file of the SPCC Plan. See APPENDIX D "Record of Annual Discharge Prevention Briefings and Training." A copy of the Plan will be on display, accessible to all employees at all times.

New employees will be given as much spill prevention training as is commensurate with his new status and ability to be effective. This training will be provided within one week of his employment. Training for all employees will include references and analysis of any past spills and the experience resulting there from.

The Person-in-Charge of Oil Prevention (generally, the same for supervising oil spill reactions and counter- measures) will designate specific personnel to (1) make contacts and report spills in a spill incident, (2) undertake control of spillage, assure containment, retrieve spillage, (3) restore property and remediate contaminated property except where an outside cleanup contractor may perform this function. The designated spill response employees, with the Person-in-Charge in command, will undertake a rehearsal of a spill incident. The rehearsal will include an investigation of the potential flow route of spillage with special attention given to strategic points to achieve barricading, sealing, and containment: curbs, drains, culverts, open ditches.

The Person-in-Charge will utilize the "Contact List and Telephone Numbers" page 2 in developing a training session for oil-spill response.

SECURITY

(Ref. 112.7 (g))

Fencing

It is US EPA's view that, as a general matter, adequately fencing all discrete areas directly involved in the handling, processing and storage of oil would provide equivalent environmental protection to fencing the entire footprint of the facility, since it is potential for harm to this

equipment that poses the risk addressed by the fencing requirement. Fencing may be substituted where the facility is equipped with a “pump house” or “pump shack,” which contains, among other appropriate things, a master disconnect switch from which all power to pumps and containers is cut off when the facility is unattended. This approach would appear to generally provide environmental equivalent protection to fencing for risks associated with the potential for unauthorized access to pumping equipment; however, it does not appear to provide protection equivalent to fencing as it relates to risks to containers, piping and appurtenances not associated with the petroleum handling equipment.

Currently, this facility does not have perimeter security fencing and gates around oil storage tanks and equipment; however, the grounds at this site are routinely patrolled by the Brunswick County Sheriff Department whose main facility is located on the grounds and is manned 24 hours/day.

Valves

Locking of valves during non-operating and unattended hours is not possible at this facility since the fuel tanks are operated continually for EMS/Sherrif Dept. use and generators are always on standby.

Pumps

The electrical power to the transfer pumps shall pass through at least one switch in the “off” position and accessible only to authorized personnel during non-operating and unattended hours.

Piping

Piping connections not in service or out of service for six months or more shall be capped or blank-flanged. All piping connections in service shall be color-coded or equipped with product identification signs.

Lighting

This fueling facility is equipped with area lights.

LOADING AND UNLOADING FACILITIES

(Ref. 112.7 (h) & 112.8 (d))

Transportation rules: In addition to the EPA UST and SPCC regulations, the U.S. Department of Transportation has hazardous material regulations related to driver training, emergency preparation, and incident reporting and emergency response. Training regulations, for example, can be found at 49 CFR parts 172, and loading and unloading regulations can be found at 49 CFR 177.834 and 49 CFR 177.837.

40 CFR 112.7 (h) *Facility tank car and tank truck loading/unloading rack*: (1) Where loading/unloading area drainage does not flow into a catchment basin or treatment facility designed to handle discharges, use a quick drainage system for tank car or tank truck loading and unloading areas. You must design any containment system to hold at least the maximum capacity of any single compartment of a tank car or tank truck loaded or unloaded at the facility. (2) Provide an interlocked warning light or physical barrier system, warning signs, wheel chocks, or vehicle break interlock system in loading/unloading areas to prevent vehicles from departing before complete disconnection of flexible or fixed oil transfer lines. (3) Prior to filling and departure of any tank car or tank truck, closely inspect for discharges the lowermost drain and all outlets of such vehicles, and if necessary, ensure that they are tightened, adjusted, or replaced to prevent liquid discharge while in transit.

(A) NA

(B) Unloading-Transport or Tank Wagons:

Tanker transport compartments are emptied into storage tanks through flexible hoses. The attending driver will verify that the tank to be served actually has the reserve capacity to hold the intended delivery. Upon completion of filling a tank (or emptying a compartment) the compartment valve will be closed, the hose disconnected, and the end elevated so that the hose can be completely drained before removal from the tank fill opening or pump intake piping. Immediately before filling a tank, its available storage ullage is determined by gauging or stick readings. During the transfer, the drivers are alert for proper tank venting and transfer hose integrity. During filling each compartment, all other compartment hatches are kept closed.

Fuel Transfer Procedures Table-6

Stage	Tasks
Prior to loading/unloading	<ul style="list-style-type: none"> Y Visually check all hoses for leaks and wet spots. Y Verify that sufficient volume (ullage) is available in the storage tank or truck. Y Lock in the closed position all drainage valves of the secondary containment structure. Y Secure the tank vehicle with wheel chocks and interlocks. Y Ensure that the vehicle's parking brakes are set. Y Verify proper alignment of valves and proper functioning of the pumping system. Y If filling a tank truck, inspect the lowermost drain and all outlets. Y Establish adequate bonding/grounding prior to connecting to the fuel transfer point. Y Turn off cell phone.
During loading/unloading	<ul style="list-style-type: none"> Y Driver must stay with the vehicle at all times during loading/unloading activities. Y Periodically inspect all systems, hoses and connections. Y When loading, keep internal and external valves on the receiving tank open along with the pressure relief valves. Y When making a connection, shut off the vehicle engine. When transferring Class 3 materials, shut off the vehicle engine unless it is used to operate a pump. Y Maintain communication with the pumping and receiving stations. Y Monitor the liquid level in the receiving tank to prevent overflow. Y Monitor flow meters to determine rate of flow. Y When topping off the tank, reduce flow rate to prevent overflow.
After loading/unloading	<ul style="list-style-type: none"> Y Make sure the transfer operation is completed. Y Close all tank and loading valves before disconnecting. Y Securely close all vehicle internal, external, and dome cover valves before disconnecting. Y Secure all hatches. Y Disconnect grounding/bonding wires. Y Make sure the hoses are drained to remove the remaining oil before moving them away from the connection. Use a drip pan. Y Cap the end of the hose and other connecting devices before moving them to prevent uncontrolled leakage. Y Remove wheel chocks and interlocks. Y Inspect the lowermost drain and all outlets on tank truck prior to departure. If necessary, tighten, adjust, or replace caps, valves, or other equipment to prevent oil leaking while in transit.

PART 4: Discharge Prevention – SPCC Provisions for Onshore Facilities

FACILITY DRAINAGE

(Ref. 112.8 (b))

Drainage from Diked Areas

Diking/Berm systems approved under this regulation will accumulate water; such water will not infiltrate or seep away. Therefore, drainage of water accumulation must be restrained for evaluation before release. If water has no perceptible contamination, it may be removed by one of the following methods. The underlined methods apply to this facility:

1. Normally Closed (N.C.) external pipe gate valve(s).
2. Accumulation sumps and manually controlled pumpout.
3. Siphon pump arrangement, manually started.
4. Evaporation
5. Sealed Double Wall Tank

If water has perceptible contamination it will be transferred to a holding tank for subsequent treatment or it will be transferred directly into a transport tanker for disposal. Each occasion of water removal from the diked area is recorded on the form, "Precipitation Accumulation in Secondary Containments" found in APPENDIX C.

The unloading transport areas must be kept clean and any small spills must be cleaned up immediately. Any spillage resulting from these areas, which do not have secondary containment, must be controlled under the provisions of this regulation and NC laws. All on site storm drain catch basins and trench drains must be sealed in the event of a petroleum spill. Spill kits are present and maintained in transport tanker unloading areas to contain spills and prevent releases from reaching navigable waters.

Conformance with State and Local Applicable Requirements (40 CFR 112.7(j))

Spills less than 25 gallons that do not cause sheen on nearby navigable (surface) waters, and is discharged more than 100 feet from all surface water bodies does not have to be reported in North Carolina. NC Law requires that spills less than 25 gallons must be cleaned up within 24 hours of the spill for a non-reportable offense. SEE APPENDIX'S D, F & G

If required, all bulk storage tanks at this facility are registered with the state and local authorities and have current certificates of registration and special use permits required by the local fire code.

If required all USTs at the facility meet all requirements Federal & State UST regulations, including cathodic protection, double-wall construction, and monitoring systems.

If applicable, treated storm water runoff is discharged to nearby ditches/streams as permitted under NPDES permits or State regulations. Under Stormwater management plans, the maximum allowable daily oil/grease concentration is 15 mg/L. Grab samples are taken each quarter, following the monitoring requirements specified in the NPDES permit.

standard engineering practices and industry standards. Total aggregate aboveground tank capacity is 60.670 gallons.

FACILITY TRANSFER OPERATIONS

(Ref. 112.7 (h) & 112.8 (d))

Piping Locations

The aboveground fill piping is installed from the tanks directly into the transfer spill boxes. Product piping from the fleet fueling ASTs to the fuel dispenser(s) is aboveground steel piping to the u/g piping containment sumps, and underground double wall flexible piping with secondary containment sumps to the dispensers. Piping from generator tanks SCG09, SCG10 and SCG11 is aboveground piping inside the generator enclosures. . Piping from generator tank SCG06 is aboveground piping inside the generator room building. Piping from generator tank SCG12 is copper which runs from the top of the AST to chase piping underground piping to the generator trailer housing.

Piping Characteristics and Corrosion Protection

All aboveground piping is Schedule 40 (Std. Wt.) wrought steel pipe fabricated with malleable iron fittings or copper tubing. Aboveground steel piping is painted or galvanized for protection against corrosion. All piping must be properly labeled for product stored. Any underground steel piping must be ensured that proper corrosion protection is applied.

Any new or replaced underground piping (after 8-16-02) will meet the same standards as UST Regulation 40 CFR Part 280 or NC standards: either a properly coated and cathodically protected steel pipe or UL-approved fiberglass or double wall flex pipe.

Inspections and Testing

All aboveground valves, piping, and attached equipment are subjected to monthly examinations by operating personnel. Such inspections are implemented using the form found under “Inspections, Tests, Records” APPENDIX B of this SPCC Plan.

The underground piping must be tightness tested, using the same standards as UST regulation 40 CFR, part 280, when the underground piping is repaired or modified. Records of the above tests are kept for Ten years.

Piping Protection

Underground piping has been installed to ensure that it is sufficiently deep or otherwise protected to prevent damage. Where aboveground piping and equipment are exposed to possible vehicular damage, protective barriers should be erected or concrete curbing or bases have been provided. All aboveground product piping must be properly supported to prevent kinks, bends, and undo stresses on piping and tank connections.

Part 5: Discharge Response

This section describes the response and cleanup procedures in the event of an oil discharge. The uncontrolled discharge of oil to groundwater, surface water, or soil is prohibited by state and possibly federal laws. Immediate action must be taken to control, contain, and recover discharged product.

In general, the following steps are taken:

- Eliminate potential spark sources;
- If possible and safe to do so, identify and shut down source of the discharge to stop the flow;
- Contain the discharge with sorbents, berms, fences, trenches, sandbags, or other material;
- Contact the Facility Manager or his/her alternate;
- Contact regulatory authorities and the response organization; and
- Collect and dispose of recovered products according to regulation.

For the purpose of establishing appropriate response procedures, this SPCC Plan classifies discharges as either “minor” or “major,” depending on the volume and characteristics of the material released.

A list of Emergency Contacts is provided on page 2. The list is also posted at prominent locations throughout the facility. A list of discharge response material kept at the facility is included in APPENDIX H.

Response to a Minor Discharge

A “minor” discharge is defined as one that poses no significant harm (or threat) to human health and safety or to the environment. Minor discharges are generally those where:

- The quantity of product discharged is small (e.g., may involve less than 10 gallons of oil);
- Discharged material is easily stopped and controlled at the time of the discharge;
- Discharge is localized near the source;
- Discharged material is not likely to reach water;
- There is little risk to human health or safety; and
- There is little risk of fire or explosion.

Minor discharges can usually be cleaned up by Facility personnel. The following guidelines apply:

- Immediately notify the Facility Manager.
- Under the direction of the Facility Manager, contain the discharge with discharge response materials and equipment. Place discharge debris in properly labeled waste containers.
- The Facility Manager will complete the discharge notification form (APPENDIX G) and attach a copy to this SPCC Plan.
- If the discharge involves more than 25 gallons of oil, the Facility Manager will call the State/Local Department of Environmental Protection Incident Response Division (See page 2).

Response to a Major Discharge

A “major” discharge is defined as one that cannot be safely controlled or cleaned up by facility personnel, such as when:

- The discharge is large enough to spread beyond the immediate discharge area;
- The discharged material enters water;
- The discharge requires special equipment or training to clean up;
- The discharged material poses a hazard to human health or safety; or
- There is a danger of fire or explosion.

In the event of a major discharge, the following guidelines apply:

- All workers must immediately evacuate the discharge site via the designated exit routes and move to the designated staging areas at a safe distance from the discharge. Exit routes are included on the facility diagram and posted in the maintenance building, in the office building, and on the outside wall of the outside shed that contains the spill response equipment.
- If the Facility Manager is not present at the facility, the senior on-site person notifies the Facility Manager of the discharge and has authority to initiate notification and response. Certain notifications are dependent on the circumstances and type of discharge. For example, if oil reaches a sanitary sewer, the publicly owned treatment works (POTW) should be notified immediately. A discharge that threatens Navigable Waters may require immediate notification to downstream users such as the public drinking water intakes.
- The Facility Manager (or senior on-site person) must call for medical assistance if workers are injured.
- The Facility Manager (or senior on-site person) must notify the Fire Department or Police Department.
- The Facility Manager (or senior on-site person) must call the spill response and cleanup contractors listed in the Emergency Contacts list in APPENDIX F & G.
- The Facility Manager (or senior on-site person) must immediately contact the State Department of Environmental Protection Incident Response Division ([919-733-5291](tel:919-733-5291)) and the National Response Center ([800-424-8802](tel:800-424-8802)).
- The Facility Manager (or senior on-site person) must record the call on the Discharge Notification form in APPENDIX H and attach a copy to this SPCC Plan.
- The Facility Manager (or senior on-site person) coordinates cleanup and obtains assistance from a cleanup contractor or other response organization as necessary.

If the Facility Manager is not available at the time of the discharge, then the next highest person in seniority assumes responsibility for coordinating response activities.

Waste Disposal

Wastes resulting from a minor discharge response will be containerized in impervious bags, drums, or buckets. The facility manager will characterize the waste for proper disposal and ensure that it is removed from the facility by a licensed waste hauler within two weeks.

Wastes resulting from a major discharge response will be removed and disposed of by a cleanup contractor.

Discharge Notification

Any size discharge (i.e., one that creates a sheen, emulsion, or sludge) that affects or threatens to affect navigable waters or adjoining shorelines must be reported immediately to the

National Response Center (1-800-424-8802). The Center is staffed 24 hours a day. A summary sheet is included in APPENDIX F & G to facilitate reporting.

Spills less than 25 gallons that do not cause sheen on nearby navigable (surface) waters, and is discharged more than 100 feet from all surface water bodies does not have to be reported in North Carolina. NC Law requires that spills less than 25 gallons must be cleaned up within 24 hours of the spill for a non-reportable offense. SEE APPENDIX'S D, F & G

BRUNSWICK COUNTY GOVERNMENT COMPLEX, LLC ALTERNATIVE OIL SPILL CONTINGENCY PLAN & DISCHARGE RESPONSE

Ref. 112.7 (d)

Under 40 CFR 112.7 (d) If you determine that the installation of any of the structures or pieces of equipment listed in paragraphs (c) and (h)(1) of this section, and §§ 112.8(c)(2), 112.8(c)(11), 112.9(c)(2), 112.10(c), 112.12(c) (2), 112.12(c)(11), 112.13(c)(2), and 112.14(c) to prevent a discharge as described in § 112.1(b) from any onshore or offshore facility is not practicable, you must clearly explain in your Plan why such measures are not practicable; for bulk storage containers, conduct both periodic integrity testing of the containers and periodic integrity and leak testing of the valves and piping; and, unless you have submitted a response plan under § 112.20, provide in your Plan the following: (1) An oil spill contingency plan following the provisions of part 109 of this chapter. (2) A written commitment of manpower, equipment, and materials required to expeditiously control and remove any quantity of oil discharged that may be harmful.

EPA believes that it may be appropriate for an owner or operator to consider costs or economic impacts in determining whether he can meet a specific requirement that falls within the general deviation provision of §112.7(a)(2). EPA states that cost can be considered but cannot be the only consideration. EPA believes so because under this section, the owner or operator will still have to utilize good engineering practices and come up with an alternative that provides "equivalent environmental protection." However, EPA believes that the secondary containment requirement in §112.7(d) is an important component in preventing discharges as described in §112.1(b) and is environmentally preferable to a contingency plan prepared under 40 CFR part 109. The owner or operator may only provide a contingency Plan in his SPCC Plan and otherwise comply with §112.7(d). Therefore, the purpose of a determination of impracticability is to examine whether space or other geographic limitations of the facility would accommodate secondary containment; or, if local zoning ordinances or fire prevention standards or safety considerations would not allow secondary containment; or, if installing secondary containment would defeat the overall goal of the regulation to prevent discharges as described in §112.1(b). EPA clarifies their main point that owners must not opt for a contingency plan in place of containment simply because contingency plans are cheaper. Without question, secondary containment is a top priority of the EPA and marketers must demonstrate best efforts in attempting to provide containment where practical

See APPENDIX H Discharge Response Equipment Inventory

(A) Reason of Impracticability for Loading/Unloading Operations & Systems

NA (Owner will provide General Secondary Containment)

(B) Commitment of Spill Response Capability

(Describe sources, locations, commitment arrangements, dedicated equipment and materials, mobility.)

Every effort will be made to stop or control spillage before it enters the stormwater drainage ditching/culverts on the property. The drainage ditching must be dammed/sealed via hay bales, sandbags, absorbents, booms, skimmers or other approved means. Owner shall provide materials and equipment to provide for effective containment of spills during precipitation events. See APPENDIX H & Site Print.

Even though the spill contingency plan is not required, the owner has established the following plan of action. If a major spill occurs, the following steps will be enacted:

1. Spill source will be stopped if possible.
2. Office will be notified concurrent with stoppage effort.
3. Local Fire Department will be summoned, if circumstances require their presence.
4. Spill will be contained on site if safe and possible.
5. Absorbent, sand and dedicated tools are stored on site at the bulk plant.
6. State and Federal oil spill notifications will be made (see APPENDIX F).
7. Cleanup and restoration measure will be performed.

NOTE: A written and rehearsed plan of the above steps will include telephone numbers, names, and responsibilities of staff persons (if applicable).

Every effort must be made to contain the spill on the property. The petroleum spill must not leave the property and must not enter storm drains, or tributaries to creeks and streams. If spill reaches open ditching or storm drain catchment basins, then sand, absorbents drain plugs, haybales, or other material must be used to dam the ditch or seal the drains and prevent further downstream migration. If spilled petroleum leaves the property then Brunswick County Emergency Management and City/County Fire Department must be notified ASAP (see page 2).

**APPENDIX A
ATTACHMENT C-II CERTIFICATION OF SUBSTANTIAL HARM
DETERMINATION FORM**

FACILITY NAME: BRUNSWICK COUNTY GOVERNMENT COMPLEX, LLC

FACILITY ADDRESS: 200 E. RIVER ST., BOLIVIA, NC 28422

1. Does the facility have a maximum storage capacity greater than or equal to 42,000 gallons and do the operations include over water transfers of oil to or from vessels?

YES _____ NO X _____

2. Does the facility have a maximum storage capacity greater than or equal to one million (1,000,000) gallons and is the facility without secondary containment for each aboveground storage area sufficiently large to contain the capacity of the largest aboveground storage tank within the storage area?

YES _____ NO X _____

3. Does the facility have a maximum storage capacity greater than or equal to one million (1,000,000) gallons and is the facility located at a distance as calculated using the appropriate formula in Attachment C-III or an *alternative formula such that a discharge from the facility could cause injury to fish and wildlife and sensitive environment? For further description of fish and wildlife and sensitive environments, see Appendices I, II, and III to DOC/NOAA's "Guidance for Facility and Vessel Response Plans: Fish and Wildlife and Sensitive Environments" (see Appendix E to this part, section 10, for availability) and the applicable Area Contingency Plan.

YES _____ NO X _____

4. Does the facility have a maximum storage capacity greater than or equal to one million (1,000,000) gallons and is the facility located at a distance as calculated using the appropriate formula in Attachment C-III to this appendix or a comparable formula, such that a discharge from the facility would shut down a public drinking water intake?

YES _____ NO X _____

5. Does the facility have a maximum storage capacity greater than or equal to one million (1,000,000) gallons and within the past 5 years, has the facility experienced a reportable spill in an amount greater than or equal to 10,000 gallons?

YES _____ NO X _____

*If an alternative formula is used, documentation of the reliability and analytical soundness of the alternative formula must be attached to this form.

CERTIFICATION

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this document, and that based on my inquiry of those individuals responsible for obtaining this information, I believe that the submitted information is true, accurate, and complete.

Signature: _____

Title: Operations Services Director

Name: Ms. Stephanie Lewis

Date: _____

(Please type or print)

APPENDIX B

INSPECTIONS, TESTS, RECORDS

Part I

Ref. 112.7 (e) & 112.8 (c)

The inspections are for the basic part of the Plan. All owner inspection records are to be kept for a period of 3 years. All Integrity testing documentation should be kept for the life of the facility. Copies of this form should be made for future use. This engineer has used Steel Tank Institutes (STI) Standard for "Inspection of In-Service Shop Fabricated Aboveground Tanks for Storage of Combustible & Flammable Liquids" SP001 for testing and inspection standards. For a copy contact STI, 570 Oakwood Road, Lake Zurich, IL 60047, phone-847/438-8265, www.steeltank.com. This engineer has also used the equivalent environmental protection requirements (see notes) allowed by US EPA 40 CFR §112.7(a) (2). Tanks that meet US EPA Equivalent Environmental Protection will not have integrity testing requirements (see notes).

Periodic tank inspections are to be performed by the tank owner or his designate.

Qualified tank

inspectors are to perform the certified tank testing/inspections. Qualified tank inspectors are those who

are certified by API or STI. The interval for the initial inspection shall be based on the AST's initial service date.

Shop Fabricated Tanks Only

STI Category I Tanks: ALL: STI Category II Tanks: NA: STI Category III Tanks NA

(All inspections monthly except as noted, inspector initials required in monthly boxes.) YEAR-20

Tank Number__	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
*Storage Tank(s) No. <u>ALL</u> Meet US EPA Equivalent Environmental Protection per Table Notes												
Tank Leakage (visual)												
Tank Painting/Coating												
Tank Interstitial Space Test (visual monthly if applicable)												
Inspect & Clean PV Vents & Emergency Vents. (Quarterly)												
Water in Tanks (annual)												
**Tank Exterior Testing for Tanks not in Contact with Ground per STI SP001 (NA)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
**Tank Interior Testing for Tanks in Contact with Ground (NA)	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA	NA
Verify all Overfill/Leak Detection Systems Working Properly-Yearly.												
Manhole Covers & Gaskets (Visual)												
Tank Synthetic Liner/Barrier with continuous leak detection Visible Signs of Leakage around the Tank, Concrete Pad/Liner, Containment, Ringwall or Ground												
Tank Foundations & Supports												

Evidence of Tank Settlement or Foundation Washout?												
Tank grounding lines in good condition?												
Cathodic Protection Systems												

INSPECTIONS, TESTS, RECORDS

Part II

Shop Fabricated Tanks Only

(All inspections monthly except as noted, inspector initials required in monthly boxes.) Year-20

Tank Number_____	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
P/V Vents, Open & Operative												
Deformation in Vicinity of Piping Connection at Tank												
Tank Insulation Water Tight												
Tanks Below 1,320 Gallons Daily visual inspection only-												
55 gallon drums (visual inspection only)												
55 gallon drums (visual inspection only)												
Lowermost Drain and all Outlets of Tank Truck: Visually Inspect Prior to Filling and Departure												
DISPENSERS & PIPING												
Piping, Aboveground												
Gaskets Emergency Vents (Yearly)												
Cathodic Protection Systems (As Required)												
Hydrostatic Relief Valves												
Valves, Gate Check, Strainers												
#Piping, Valves, Integrity & Leak Testing when repairs/modifications done												
Buried Piping: Inspect for Deterioration Whenever a section of buried piping is exposed for any reason												
Unloading Hoses, Dry-Rotting												
Unloading Couplings, Unions												
Pumps, Lubrication, Supports												
Water Test Valves												
Is electrical wiring for control boxes/lights/pumps in good condition												
SECONDARY CONTAINMENT												
Dike/Berm-Remote Impounding State of Repair, as Applicable												
Pads for Loading & Unloading with secondary containment												

Effluent treatment Oil-Water Separator & Piping												
Site Drainage, Check for settlement into the base of the tank that would direct rain water under the tank rather than away from it.												

INSPECTIONS, TESTS, RECORDS

Part III

Shop Fabricated Tanks Only

(All inspections monthly except as noted, inspector initials required in monthly boxes.) Year-20

Tank Number _____	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Area free or Weeds, Trash, other Materials												
Check Operation of Secondary Containment Drain Valves												
Site Drainage (Yearly)												

A trained/experienced employee will perform a complete walk-through of the facility each day. This daily visual inspection involves:

(1) looking for tank/piping damage or leakage, stained or discolored soils, or excessive accumulation of water in diked and bermed areas; (2) if applicable observing the effluent from the oil/water separator; and (3) verifying that all secondary containment drain valves are securely closed. Owner's inspectors must also be familiar with pumping, piping and valve operations of the AST system.

NOTES: The regulation 112.8 (c) (6) States: "Test or inspect each aboveground container for integrity on a regular schedule and whenever you make material repairs....Examples of these integrity tests include, but are not limited to: visual inspection, hydrostatic testing, radiographic testing, ultrasonic testing, acoustic emissions testing, or other systems of non-destructive testing. You must keep comparison records and you must also inspect the container's supports and foundations. In addition, you must frequently inspect the outside of the container for signs of deterioration, discharges, or accumulation of oil inside diked areas."

****EQUIVALENT ENVIRONMENTAL PROTECTION: BRUNSWICK COUNTY GOVERNMENT COMPLEX, LLC**, is deviating from the integrity testing provision of §112.8(c)(6) for All Tanks (ASTs) based on good engineering practice after considering the tank installation and alternative measures, the requirements of Steel Tank Institute (STI) Standard SP-001, and alternative measures implemented by the facility. All tanks are constructed in accordance with UL-142 aboveground rectangular/horizontal tanks and all sides of the tanks are visible (except for secondary bottoms). Tanks are inspected daily/weekly/monthly for leaks.

All tanks are operated in a way that US EPA generally accepts an approach that combines visual inspection with placement of a barrier between the container and the ground, designed and operated in a way that ensures that any leaks are immediately detected, to be considered "equivalent" to integrity testing. The above tanks are not insulated, and the outside secondary tank surface of the tank shells can therefore be observed on an ongoing basis (except for tank secondary bottoms).

The above tanks are double walled located over concrete floors, which functions as a release prevention barrier and has properly sized containment in accordance with §112.8(c) (2).

Under SP-001, the tanks are considered Category 1 tanks (aboveground storage tank with spill control) and therefore require periodic inspection of the tanks. The owner/operator personnel performing these inspections are knowledgeable of storage facility operations, characteristics of the liquid stored, the type of aboveground storage tanks and its associated components. Owner/operator personnel perform monthly and annual inspections, as described on pages 17-18 and APPENDIX B of this Plan.

The scope of inspections and procedures is covered in the training provided to employees involved

in handling oil at the facility. The routine inspections focus specifically on detecting any change in conditions or signs of product leakage from the tank, piping system, and appurtenances.

In accordance with inspection procedures outlined in this Plan, if signs of leakage or deterioration from the tanks are observed by owner/operator personnel, the tanks is to be inspected by a tank inspector certified by the American Petroleum Institute or Steel Tank Institute to assess its suitability for continued service, according to SP-001.

Owner/operator personnel who conduct inspections are qualified through training, education and/or experience. The tank's physical configuration, combined with monthly and annual inspections, ensures that any small leak that could develop in the tank shell will be detected before it can become significant, escape secondary containment, and reach navigable waters.

US EPA generally believes an approach that combines visual inspection with placement of a barrier between the container and the ground, designed and operated in a way that ensures that any leaks are immediately detected, to be considered "equivalent."

You must also conduct integrity and leak testing of buried piping at the time of installation, modification, construction, relocation, or replacement. However, US EPA does not require pressure testing or any other specific method. EPA agrees that, subject to good engineering practice, pressure testing every three or four years may be warranted in addition to regular inspection of aboveground valves, piping, and appurtenances.

APPENDIX C
PRECIPITATION RELEASE FROM SECONDARY CONTAINMENTS
(Ref. 112.8 (b))

This record must be completed when rainwater from diked areas is drained into a storm drain or into an open watercourse, lake, or pond, and bypasses the water treatment system. The bypass valve must normally be sealed in closed position. It must be opened and resealed following drainage under responsible supervision.

Evacuation from secondary containment, dikes, impoundments, overflow receptors:

Date	Diked Area	Presence of Oil	Time Started	Time Finished	INSPECTOR'S Signature

APPENDIX D

Record of Annual Discharge Prevention Briefings and Training

Briefings will be scheduled and conducted by the facility owner or operator for operating personnel at regular intervals to ensure adequate understanding of this SPCC Plan. The briefings will also highlight and describe known discharge events or failures, malfunctioning components, and recently implemented precautionary measures and best practices. Personnel will also be instructed in operation and maintenance of equipment to prevent the discharge of oil, and in applicable pollution laws, rules, and regulations. Facility operators and other personnel will have an opportunity during the briefings to share recommendations concerning health, safety, and environmental issues encountered during facility operations.

[illegible]

APPENDIX E

Calculation of Secondary Containment Capacity

The maximum 24-hour rainfall recorded in the last 25 years at this location is 6.0 inches.

Bulk Storage Dike/Berms

All tanks are double wall with containments not open to rainwater infiltration, capable of containing complete volume of primary tanks .

Diking (double wall tanks) therefore provides sufficient storage capacity for the largest bulk storage container within the diked area, including tank displacement, and precipitation.

Dispenser & Tanker Unloading Areas – Fleet Fueling & SCG12 Tank Area

Capacity of Largest Tank Truck Compartment = 3,000 gallons

Pump rate estimated at 90 gpm.

Spillage for one minute is 90 gallons.

Spill Box will contain 7 gallons.

Provide for Emergency Secondary Containment via spill kits & other approved measures. Spill kits shall be designed to contain 190 gallons.

Generator Tanker Unloading Areas : (General Secondary Containment)

Capacity of Largest Tank Truck Compartment = 2,000 gallons

Pump rate estimated at 30 gpm.

Spillage for one minute is 30 gallons.

Spill Box will contain 5 gallons or automatic nozzle shutoff provided.

Provide for Emergency Secondary Containment via spill kits & other approved measures. Spill kits shall be design to contain 95 gallons.

Per US EPA Regulations: Title 40: Protection of Environment, PART 112—OIL POLLUTION PREVENTION

112.7 (c) Provide appropriate containment and/or diversionary structures or equipment to prevent a discharge as described in §112.1(b)... Secondary containment may be either active or passive in design. At a minimum, you must use one of the following prevention systems or its equivalent:

(1) For onshore facilities:

- (i) Dikes, berms, or retaining walls sufficiently impervious to contain oil;
- (ii) Curbing or drip pans;
- (iii) Sumps and collection systems;
- (iv) Culverting, gutters, or other drainage systems;
- (v) Weirs, booms, or other barriers;
- (vi) Spill diversion ponds;
- (vii) Retention ponds; or
- (viii) Sorbent materials.

SEE APPENDIX H FOR LOCATIONS AND OIL SPILL EQUIPMENT MATERIALS ON HAND.

APPENDIX F

Agency Notification Standard Report

Information contained in this report, and any supporting documentation, must be submitted to the US EPA Regional Administrator, within 60 days of the qualifying discharge incident.

Facility:	
Owner/operator:	
Name of person filing report:	
Location:	
Maximum storage capacity:	
Daily throughput:	
Nature of qualifying incident(s):	
Description of facility (attach maps, flow diagrams, and topographical maps):	
Cause of the discharge(s), including a failure analysis of the system and subsystems in which the failure occurred:	
Corrective actions and countermeasures taken, including a description of equipment repairs and replacements:	
Additional preventive measures taken or contemplated to minimize possibility of recurrence:	
Other pertinent information:	

APPENDIX G
Discharge Notification Form
(Fill in ASAP after Spill-See Page 2 for Contact Information)

Part A: Discharge Information		
General information when reporting a spill to outside authorities: Name: Address: Telephone: Owner/Operator: Primary Contact: Work Phone : Cell (24 hrs):		
Type of Oil:	Discharge Date and Time:	
Quantity released:	Discovery Date and Time:	
Quantity released to a waterbody:	Discharge Duration:	
Location/Source:		
Actions taken to stop, remove, and mitigate impacts of the discharge:		
Affected media: air water soil		storm water sewer/POTW dike/berm/oil-water separator other: _____
Notification person:	Telephone contact: Business: 24-hr:	
Nature of discharges, environmental/health effects, and damages: Injuries, fatalities or evacuation required?		
Part B: Notification Checklist		
Discharge in any amount	Date and time	Name of person receiving call
Discharge in amount exceeding 10 gallons and <i>not affecting a waterbody or groundwater</i>		
Local Fire Department		
State Agency of Environmental Management		
Discharge in any amount and affecting (or threatening to affect) a waterbody		
Local Fire Department		
State Agency of Environmental Management		
Part B: Notification Checklist	Date and time	Name of person receiving call
County LEPC		
National Response Center (800) 424-8802		

Other		
-------	--	--

APPENDIX H

Discharge Response Equipment Inventory

The discharge response equipment inventory is verified during the monthly inspection and must be replenished as needed.

Fleet Fueling Facility and Generator Tank SCG011 Area

- ☐ Spill Kits
- ☐ Empty 55-gallons drums to hold contaminated material _____
- ☐ Loose absorbent material _____ pounds
- ☐ Absorbent pads _____ boxes
- ☐ Nitrile gloves _____ pairs
- ☐ Neoprene gloves _____ pairs
- ☐ Vinyl/PVC pull-on overboots _____ pairs
- ☐ Non-sparking shovels _____
- ☐ Brooms _____
- ☐ Drain seals or mats _____
- ☐ Sand bags/Hay Bales/Booms _____

911 Building Generator Tank SCG06

- ☐ Spill Kits
- ☐ Empty 55-gallons drums to hold contaminated material _____
- ☐ Loose absorbent material _____ pounds
- ☐ Absorbent pads _____ box
- ☐ Nitrile gloves _____ pairs
- ☐ Neoprene gloves _____ pairs
- ☐ Vinyl/PVC pull-on overboots _____ pairs
- ☐ Non-sparking shovels _____
- ☐ Brooms _____
- ☐ Drain seals or mats _____
- ☐ Sand Bags/Hay Bales/Booms _____

Detention Center/Stamp Act Drive Generator Tanks SCG09 & SCG12

- ☐ Spill Kits
- ☐ Empty 55-gallons drums to hold contaminated material _____
- ☐ Loose absorbent material _____ pounds
- ☐ Absorbent pads _____ box
- ☐ Nitrile gloves _____ pairs
- ☐ Neoprene gloves _____ pairs
- ☐ Vinyl/PVC pull-on overboots _____ pairs
- ☐ Non-sparking shovels _____
- ☐ Brooms _____
- ☐ Drain seals or mats _____
- ☐ Sand Bags/Hay Bales/Booms _____

Adminstration Building Generator Tank SCG10

- | | |
|---|--------------|
| <input type="checkbox"/> Spill Kits | _____ |
| <input type="checkbox"/> Empty 55-gallons drums to hold contaminated material | _____ |
| <input type="checkbox"/> Loose absorbent material | _____ pounds |
| <input type="checkbox"/> Absorbent pads | _____ box |
| <input type="checkbox"/> Nitrile gloves | _____ pairs |
| <input type="checkbox"/> Neoprene gloves | _____ pairs |
| <input type="checkbox"/> Vinyl/PVC pull-on overboots | _____ pairs |
| <input type="checkbox"/> Non-sparking shovels | _____ |
| <input type="checkbox"/> Brooms | _____ |
| <input type="checkbox"/> Drain seals or mats | _____ |
| <input type="checkbox"/> Sand Bags/Hay Bales/Booms | _____ |

Active Measures of Secondary Containment

Active measures must be implemented *effectively and in a timely manner to prevent oil from reaching navigable waters and adjoining shorelines*, as required by §112.7(a)(3)(iii) and (c).

Owner shall provide for Emergency Secondary Containment via spill kits & other approved measures. Spill kits shall be design to contain 95-190 gallons at transport unloading and parking areas.

All spill equipment/materials shall be located such that personnel can realistically get to the equipment and deploy it quickly enough to prevent a discharge to navigable waters or adjoining shorelines. The spill materials and equipment must be easily accessible (not locked, key is available), and are they located close enough to the potential source of discharge

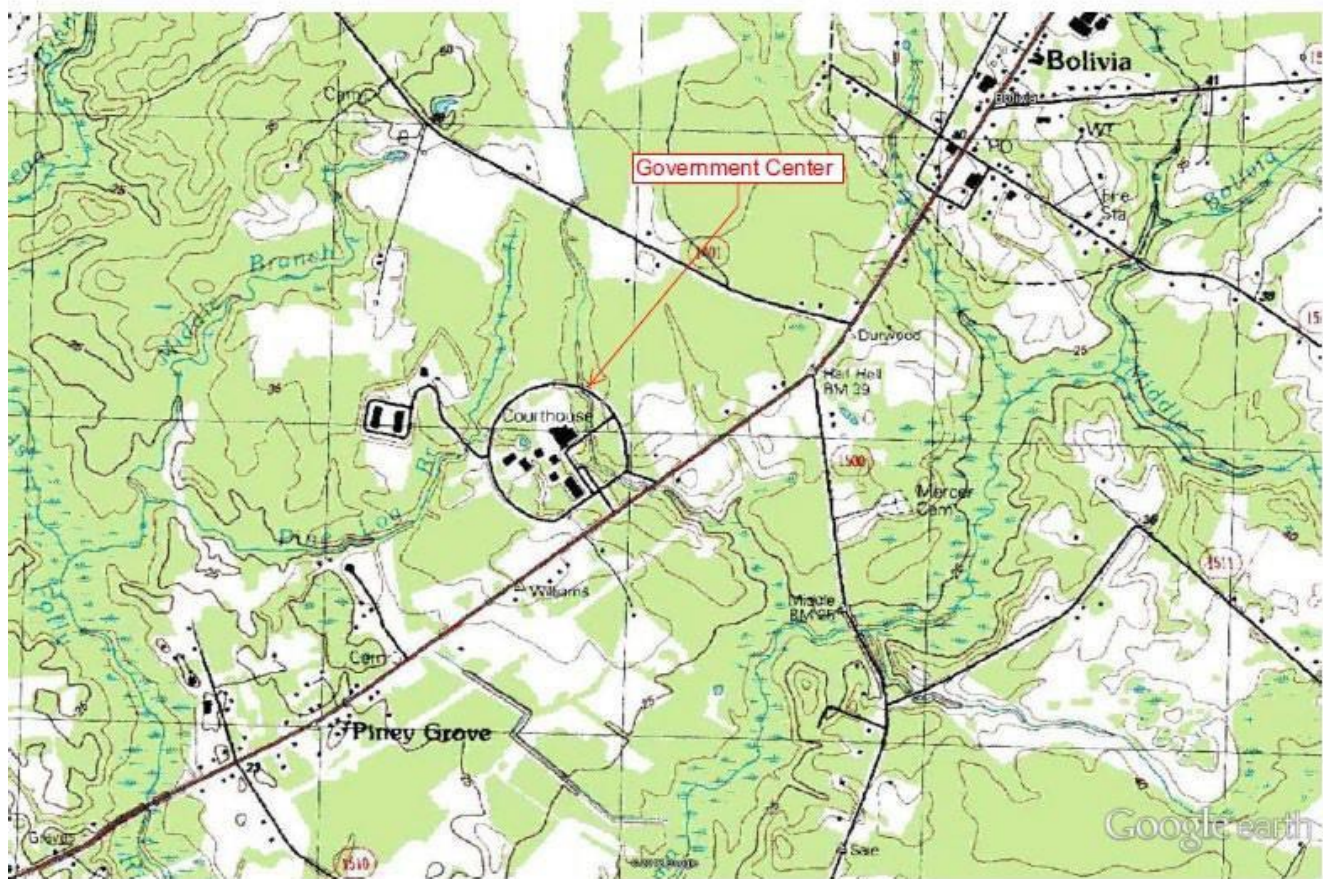
Most commercially available spill kits are intended for relatively small volumes (up to approximately 95 gallons of oil). US EPA generally believes that active containment measures can be used to satisfy the general secondary containment requirement when they are capable of containing the most likely discharge volume.

The efficacy of active containment measures to prevent a discharge depends on their technical effectiveness (e.g., mode of operation, absorption rate), placement and quantity, and timely deployment prior to or following a discharge. For discharges that occur only during manned activities, such as those occurring during transfers, an active measure (e.g., sock, mat, other portable barrier, or land-based response capability) may be appropriate, provided that the measure is capable of containing the oil discharge volume and rate, and is timely and properly constructed/deployed. Ideally, in order to further reduce the potential for a discharge to reach navigable waters or adjoining shorelines, the active measure should be deployed prior to initiating the activity with potential for a discharge.

APPENDIX I

Maps

USGS TOPOGRAPHIC MAP



Google earth



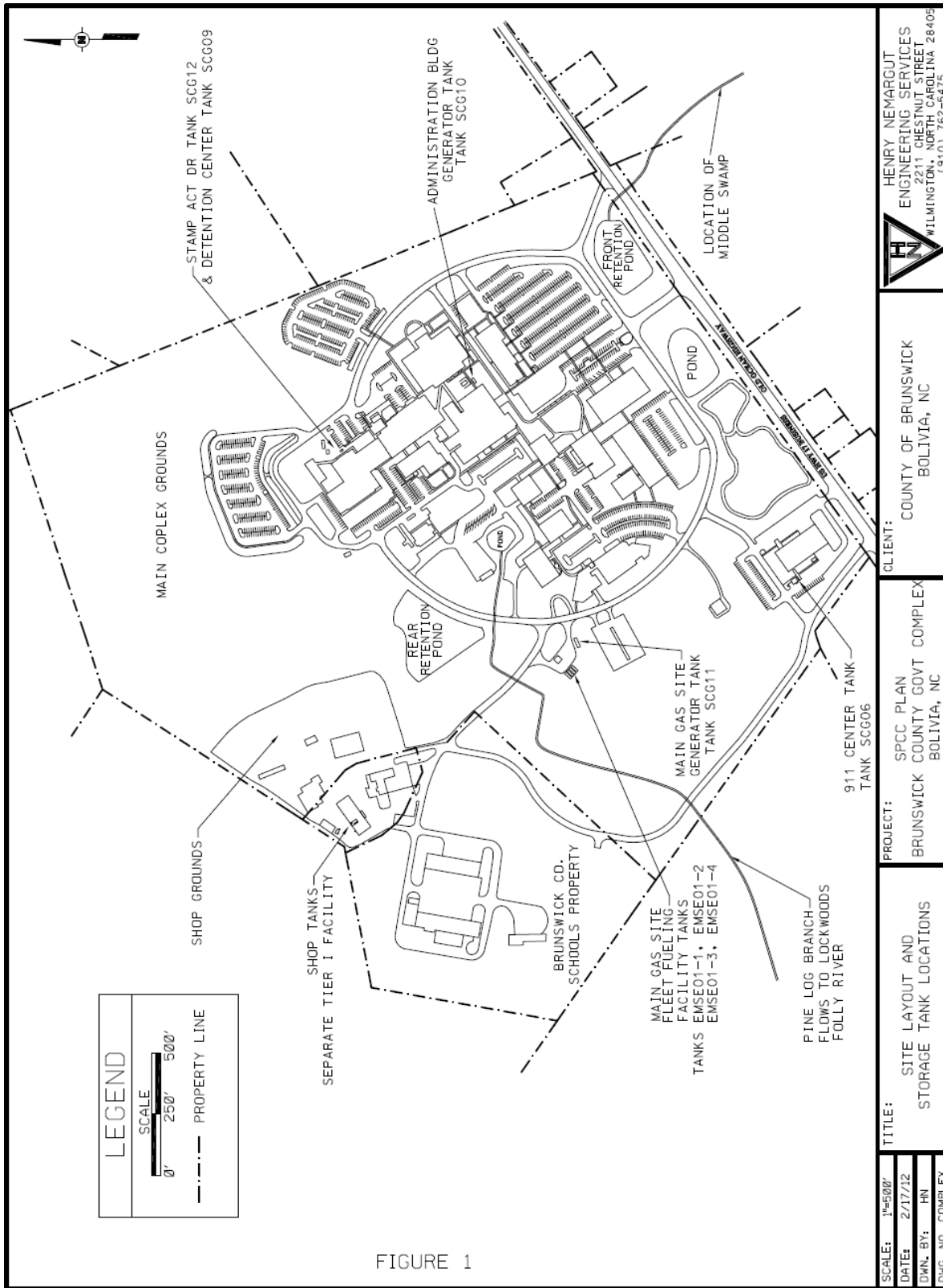
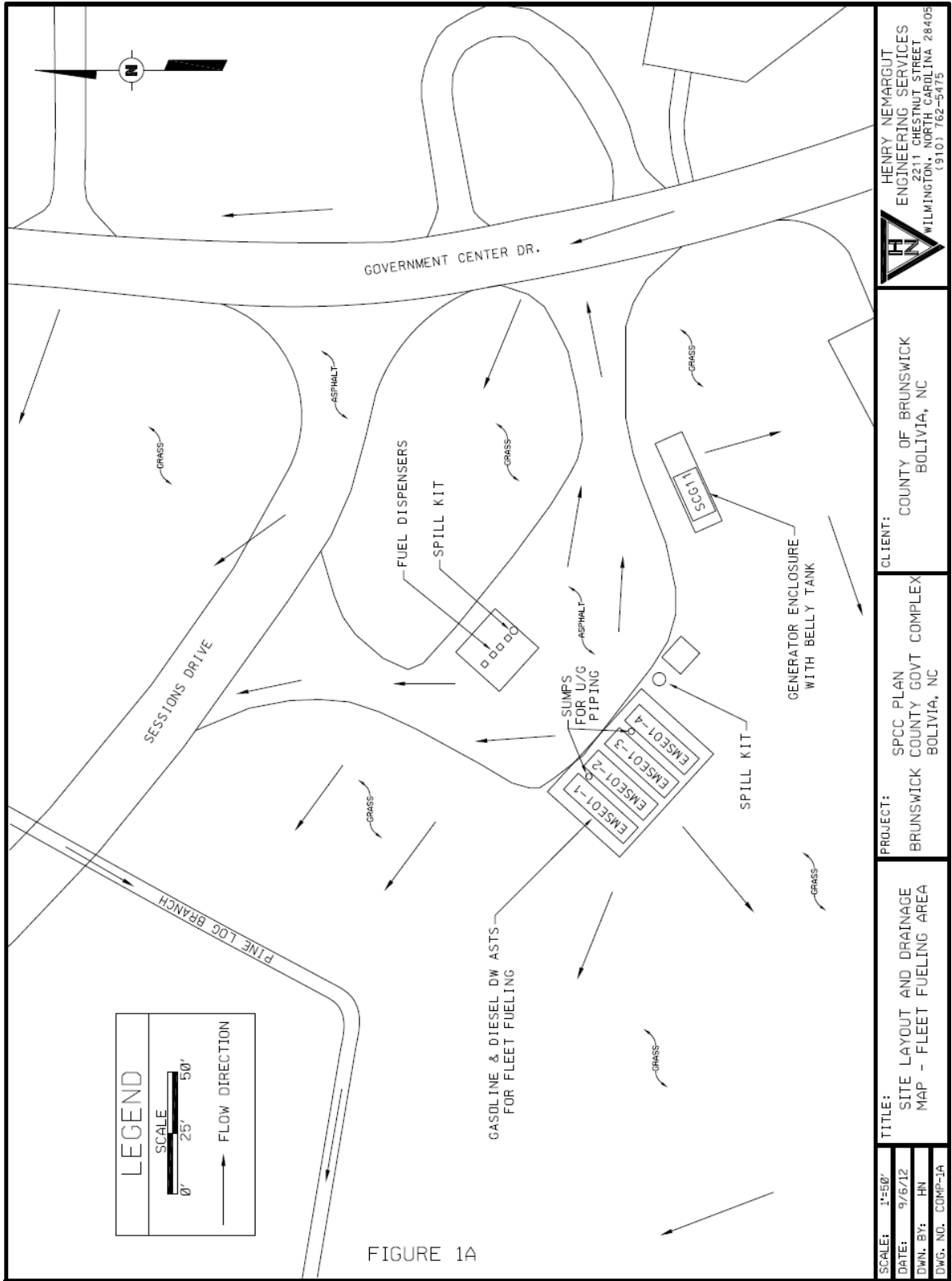

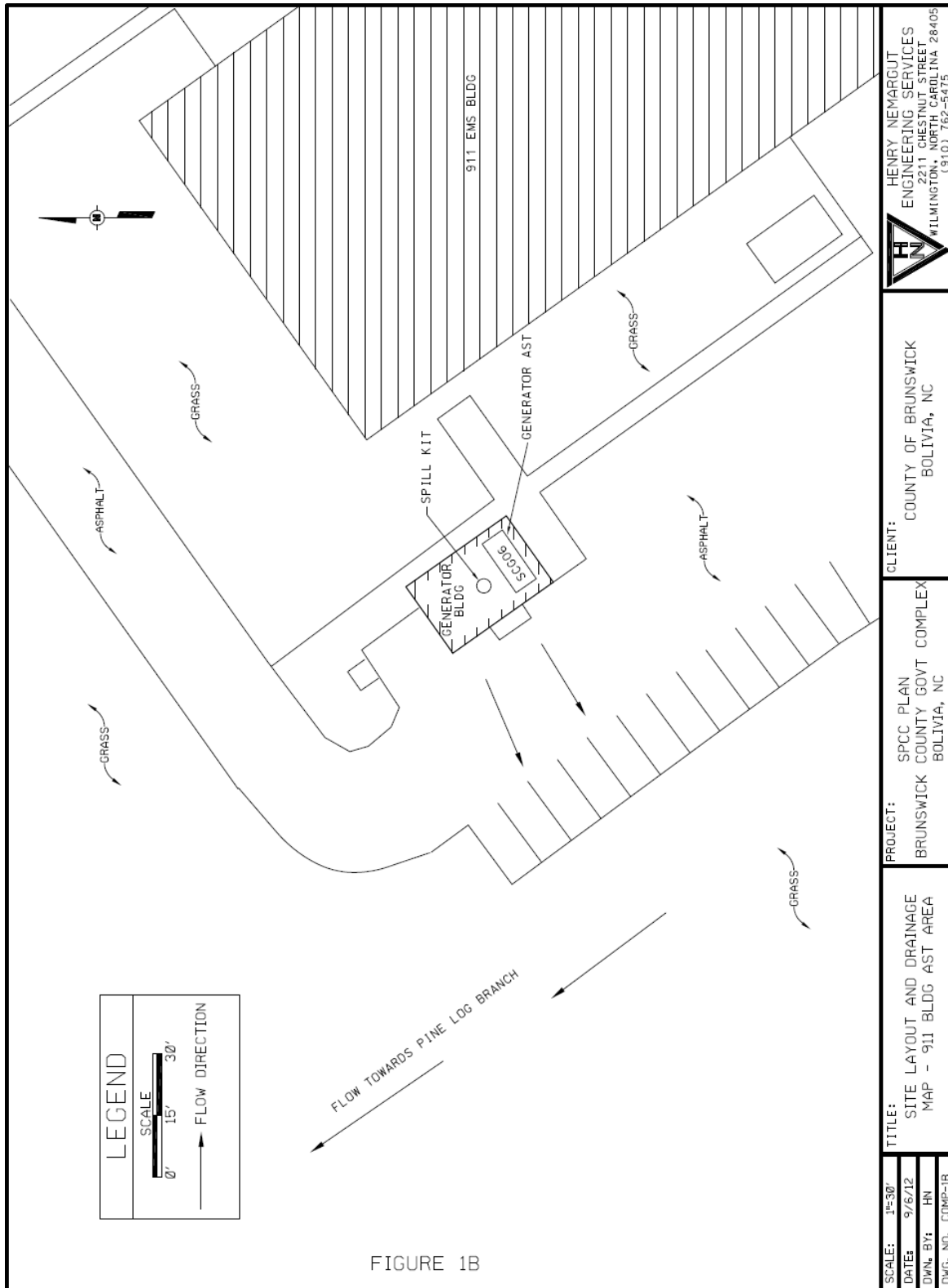


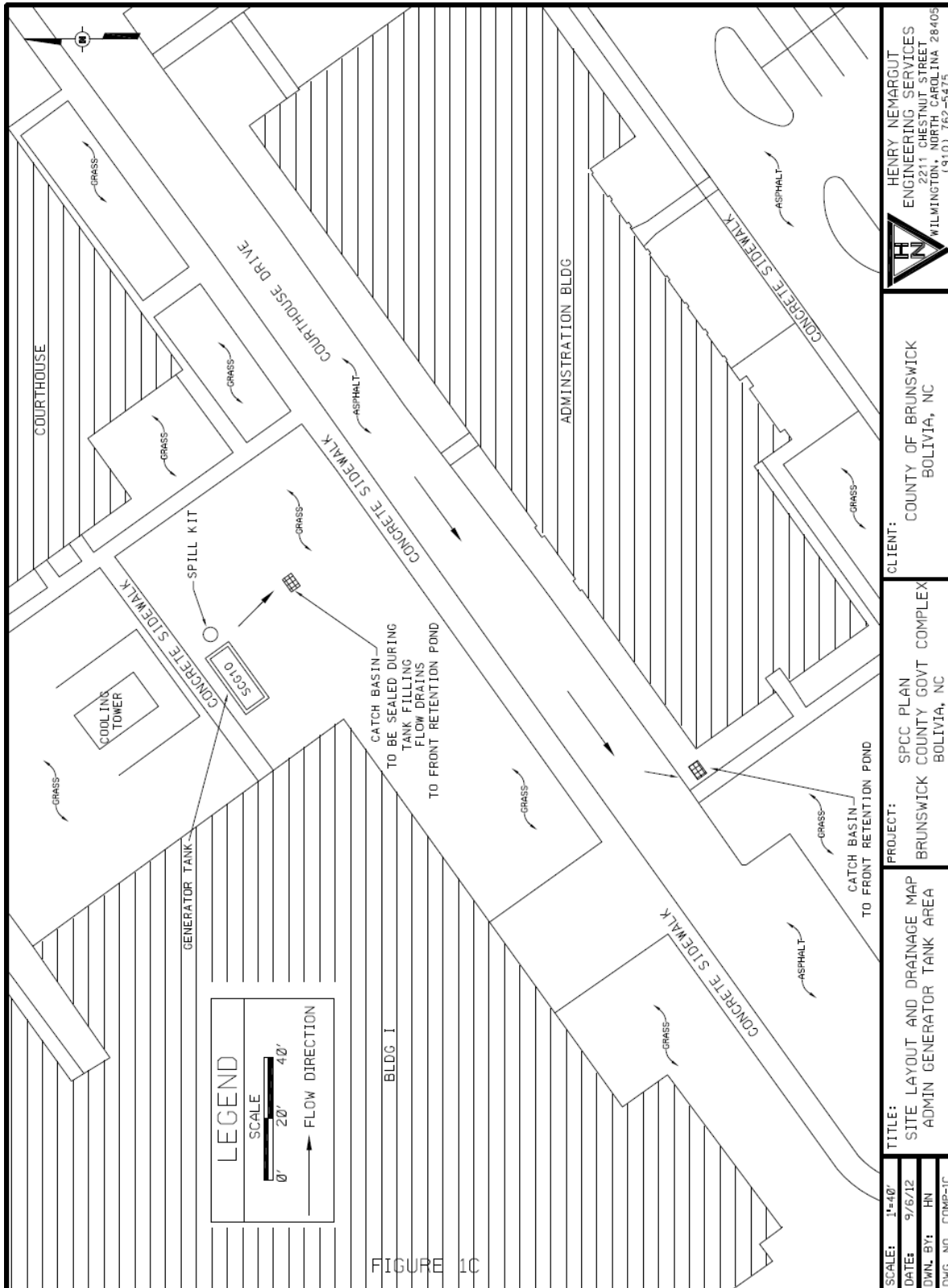
FIGURE 1

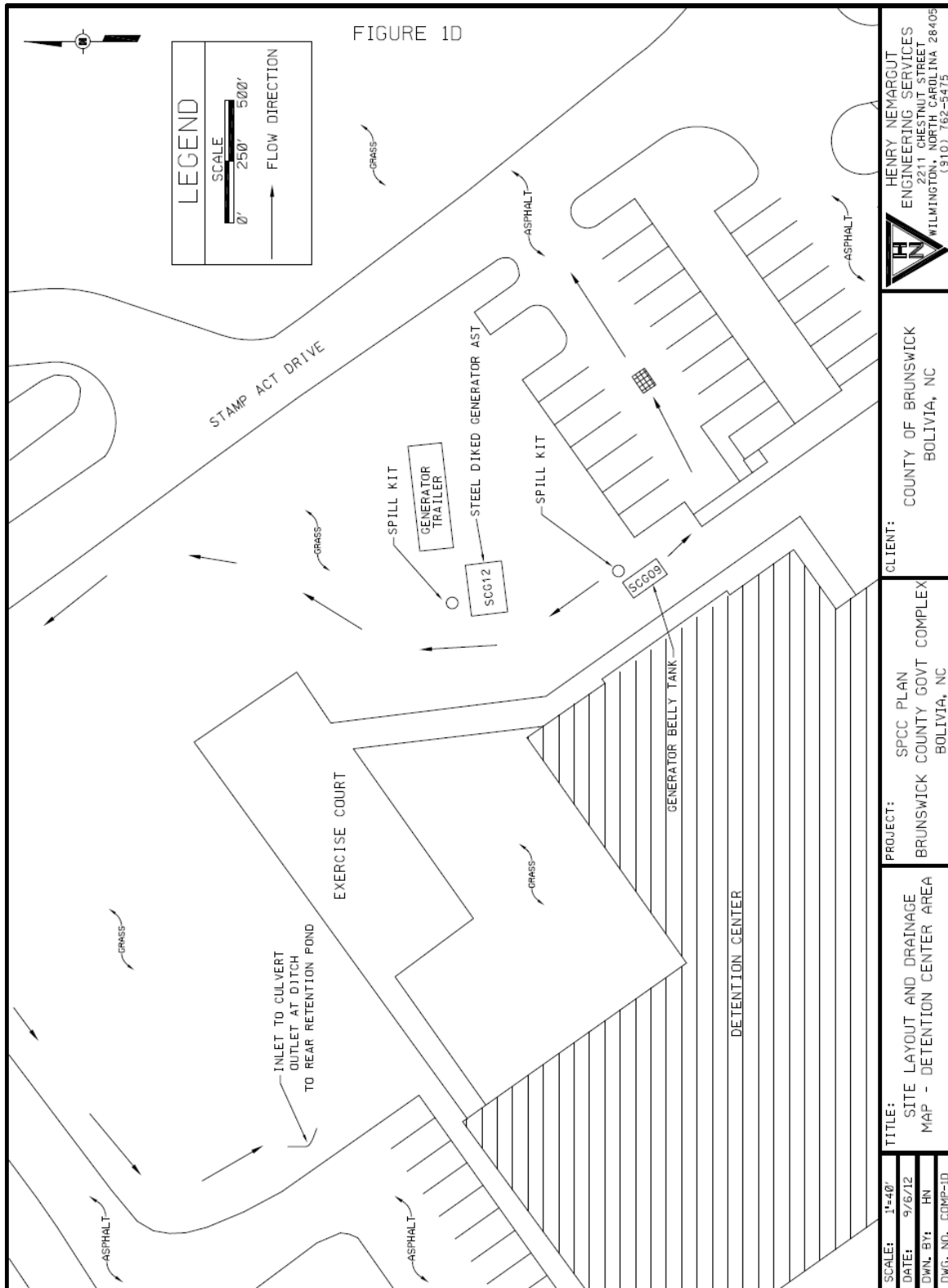
SCALE: 1"=500'	TITLE: SITE LAYOUT AND STORAGE TANK LOCATIONS	PROJECT: SPCC PLAN BRUNSWICK COUNTY GOVT COMPLEX BOLIVIA, NC	CLIENT: COUNTY OF BRUNSWICK BOLIVIA, NC	 HENRY NEMARGUT ENGINEERING SERVICES 2211 CHESTNUT STREET WILMINGTON, NORTH CAROLINA 28405 (910) 762-5475
DATE: 2/17/12				
DWN. BY: HN				
DWG. NO. COMPLEX				



SCALE: 1"=50'	TITLE: SITE LAYOUT AND DRAINAGE MAP - FLEET FUELING AREA	PROJECT: SPCC PLAN BRUNSWICK COUNTY GOVT COMPLEX BOLLIVIA, NC	CLIENT: COUNTY OF BRUNSWICK BOLLIVIA, NC	 HENRY NEMARGUT ENGINEERING SERVICES 2211 CHESTNUT STREET WILMINGTON, NORTH CAROLINA 28405 (910) 762-5475
DATE: 9/6/12				
DWN. BY: HN				
DWG. NO. CORP-1A				







SCALE: 1"=40'	TITLE: SITE LAYOUT AND DRAINAGE MAP - DETENTION CENTER AREA	PROJECT: SPCC PLAN BRUNSWICK COUNTY GOVT COMPLEX BOLIVIA, NC	CLIENT: COUNTY OF BRUNSWICK BOLIVIA, NC	 HENRY NEMARKUT ENGINEERING SERVICES 2211 CHESTNUT STREET WILMINGTON, NORTH CAROLINA 28405 (910) 762-5475
DATE: 9/6/12				
DWN. BY: HN				
DWG. NO. COMP-10				

APPENDIX J

Records of Tank Integrity and Pressure Tests
Attach copies of official records (If Applicable)

APPENDIX

Brunswick County

Safety Inspection Report

The purpose of this report is to help you identify and correct unsafe work practices (acts) and conditions before an accident occurs. A copy of this report must be forwarded to risk management and the responsible director. Directors must follow up in all items needing action.

Floors:

- ◆ In good repair; walking and working surfaces clean & kept clear.
- ◆ Openings closed or covered.
- ◆ Clean, orderly, and free of oil or grease.
- ◆ Nonslip surfaces whenever needed.
- ◆ Grates over floor drains.
- ◆ No rags or papers on floor.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Aisles:

- ◆ Clearly marked.
- ◆ Unobstructed.
- ◆ Sufficiently wide for material handling.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Lavatories:

- ◆ Accessible.
- ◆ Toilet & facilities clean & in good repair.
- ◆ Potable water available.

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Lighting:

- ◆ Illumination level sufficient for work performed.
- ◆ Emergency lighting adequate and operating.
- ◆ Emergency lighting at all exits.

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Stairs:

- ◆ Adequate lighting.
- ◆ Non slips surfaces on stairs.
- ◆ Handrails secured.

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Exits & Exitways:

- ◆ Exits not locked or blocked.
- ◆ Exit signs used properly.
- ◆ Illuminated exit signs used.
- ◆ Exitways kept free & clear inside and out.
- ◆ Exit doors open in direction of travel.
- ◆ No storage of flammables or combustibles in exitways.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Employee Work Practices:

- ◆ Dangling jewelry around machine.
- ◆ Proper clothing for work performed.
- ◆ Proper footwear for work performed.

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

- ◆ Personal protective equipment as needed.
- ◆ Potential for repetitive motion injury.
- ◆ First aid supplies available.

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Employee Training:

- ◆ Basic orientation for employees.
- ◆ Employees trained in new or unfamiliar tasks prior to starting tasks.

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Record Keeping:

- ◆ Training documentation.
- ◆ OSHA poster.
- ◆ 300 logs
- ◆ WC process posted.
- ◆ MSDS.
- ◆ Medical records (HR only)

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Fire Protection:

- ◆ Written fire action plan.
- ◆ Fire drills held regularly.
- ◆ Fire extinguishers checked regularly.
- ◆ Fire extinguishers are of proper type and size.
- ◆ Fire extinguisher locations marked clearly.
- ◆ Storage must be 2 ft below ceiling (nonsprinkled area).
- ◆ Sprinkler heads are clear of obstructions (18”).
- ◆ Employees trained to use fire extinguishers.
- ◆ Welding or Hot Work Permits issued.
- ◆ Flammables kept in safety cans, properly labeled & properly maintained & used.
- ◆ No smoking rules in force & enforced.
- ◆ Unsafe behaviors observed?

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Offices:

- ◆ Floors not slippery due to excessive or type of wax.
- ◆ Carpets free of holes, cuts, or tears.
- ◆ Aisles & hallways obstructions.
- ◆ Exits properly lighted.
- ◆ No top-heavy file cabinets (by loading/ open drawers).
- ◆ No smoking rules enforced.
- ◆ Proper fire extinguishers installed.(training provided)
- ◆ All electrical equipment grounded properly.
- ◆ All electrical supply equipment protected from exposure.

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Personal Protective Equipment:

- ◆ Any & all required personal protective equipment used when needed.
- ◆ Equipment such as respirators & hearing protectors kept in a clean & sanitary condition.
- ◆ Emergency showers/eye wash kept in good operating condition & clean.
- ◆ Employees properly trained.

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Waste Disposal:

- ◆ Special containers provided and used for different types of waste – oily rags, chemicals, scrap, etc.
- ◆ Food waste handled separately.
- ◆ When required, waste properly labeled.
- ◆ Satisfactory external cartage & disposal arrangements
- ◆ Approved disposal arrangements with a certified Hazardous Materials Handler.
- ◆ Good housekeeping practiced.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Ventilation:

- ◆ Adequate ventilation for the process performed.
- ◆ Fans properly guarded and out of reach.
- ◆ Hoods draw air away from people.
- ◆ Hoods properly connected to exhaust system.

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Noise Control & Hearing Conservation:

- ◆ Engineering controls applied where feasible.
- ◆ Engineering controls in operations.
- ◆ Administrative controls applied.
- ◆ Hearing protection provided & used where needed.
- ◆ Employees using hearing protection properly.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Lockout-Tagout Program:

- ◆ Being used when required.
- ◆ Authorized employees only doing lockouts.
- ◆ LOTO Program for each machine.
- ◆ All employees trained.
- ◆ Locks unique & identified as to user.
- ◆ Tags identified.
- ◆ All energy sources addressed in lockout.
- ◆ Affected employees kept out of way.
- ◆ Program enforced by management.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
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<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Electrical/Portable Tools:

- ◆ Inspected per mfg. Instructions before using.
- ◆ Electrically grounded.
- ◆ Condition of tools & cords observed.
- ◆ Grounding prong in place & working.
- ◆ Constant pressure switches on tools.
- ◆ Proper guards in place & used properly.
- ◆ Strain relief device on power cord at tool.
- ◆ Operator trained properly.
- ◆ Unsafe behaviors observed?

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
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<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

Machine Tools:

- ◆ Inspected per mfg. Instructions before using.
- ◆ Kept in good operating condition.

<input type="checkbox"/>	_____
<input type="checkbox"/>	_____

- ◆ Guards complete for pinch points, inrunning nips, & points of operation.
- ◆ Eye protection provided & worn.
- ◆ Lockout program available.
- ◆ Emergency stops readily accessible.
- ◆ Operators properly trained.
- ◆ Unsafe behaviors observed?

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Machines:

- ◆ Proper guards in place.
- ◆ Guards are effective and unable to be bypassed.
- ◆ Mechanics only persons who remove guards.
- ◆ Mechanics return guards when job is finished.
- ◆ Controls clearly labeled.
- ◆ Controls work as designed.
- ◆ Controls guarded against accidental start up.
- ◆ Emergency stops not clearly identified.
- ◆ Lockout-Tagout used when required.
- ◆ Operators properly trained.
- ◆ Adjusters properly trained.
- ◆ No bypassing guards.
- ◆ Unsafe behaviors observed?

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Potentially Hazardous Chemicals:

- ◆ MSDS available for all chemicals used.
- ◆ Written HazCom Program available.
- ◆ Employees trained.
- ◆ Labels on all drums & chemicals.
- ◆ Drums/tanks proper grounded/bonded as needed.
- ◆ Proper personal protective equipment used.
- ◆ Flame arresters in safety cans as needed.
- ◆ Proper storage cabinets as needed.
- ◆ Unsafe behaviors observed?

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Ladders, Hoisting, & Lifting Equipment:

- ◆ Proper type equipment for intended use.
- ◆ Rated capacity clearly visible.
- ◆ Full unobstructed view for operator.
- ◆ Limit switches working properly – if used.
- ◆ All foot or hand controls working properly.
- ◆ Operators trained properly.
- ◆ All equipment maintained in good condition.
- ◆ Unsafe behaviors observed?

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In-Plant Materials Handling:

- ◆ Dock locks & levers working properly.
- ◆ Stabilizer jacks available for use when needed.
- ◆ Pallets & skids in good repair.
- ◆ Pallets & skids stored properly when not in use.
- ◆ Aisleways kept clear of stored materials.
- ◆ Storage provided for unused pallets & skids.

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- ◆ Unsafe behaviors observed? ☐ _____

Compressed Gas Cylinders:

- ◆ Oxygen & fuel gas cylinders stored properly in bulk. ☐ _____
- ◆ Oxygen & fuel gas cylinders separated properly. ☐ _____
- ◆ Oxygen & fuel gas cylinders chained up as needed. ☐ _____
- ◆ All cylinders stored upright with caps in place. ☐ _____
- ◆ All cylinders properly labeled. ☐ _____
- ◆ Employees trained in proper handling. ☐ _____
- ◆ Kept away from open or other high heat sources. ☐ _____
- ◆ Unsafe behaviors observed? ☐ _____

Power Systems – Mechanical:

- ◆ Proper guarding of all nip, points, rotating parts, cams, chucks, couplings, clutches, shafts, flywheels, spindles, bolt ends, keyed shaft ends. ☐ _____
- ◆ Emergency stops fully operational. ☐ _____
- ◆ Employees trained properly. ☐ _____
- ◆ Lockout-Tagout used when required. ☐ _____
- ◆ Unsafe behaviors observed? ☐ _____

Power Systems – Hydraulic:

- ◆ Pressure lines clearly identified. ☐ _____
- ◆ Pressure regulated within limits. ☐ _____
- ◆ Emergency stops fully operational. ☐ _____
- ◆ Employees properly trained in operation. ☐ _____
- ◆ Lockout-Tagout used when required. ☐ _____
- ◆ Unsafe behaviors observed. ☐ _____

Power Systems – Electrical:

- ◆ 30” clearance around electrical panel boxes. ☐ _____
- ◆ All systems properly grounded. ☐ _____
- ◆ Electrical control panels identified. ☐ _____
- ◆ Disconnects identified as required. ☐ _____
- ◆ Any exposed wiring. ☐ _____
- ◆ Employees trained properly. ☐ _____
- ◆ Lockout-Tagout procedures in place. ☐ _____
- ◆ Lockout-Tagout procedures being used. ☐ _____
- ◆ Explosion-proof fixtures where required. ☐ _____
- ◆ Grounding prongs in place on cords. ☐ _____
- ◆ No flex cord used in permanent installations. ☐ _____
- ◆ No spliced extension or other cords. ☐ _____
- ◆ Unsafe behaviors observed? ☐ _____

Industrial Trucks:

- ◆ All operators trained. ☐ _____
- ◆ Inspected before use. ☐ _____
- ◆ Checklist used. ☐ _____
- ◆ Trucks driven at safe speed. ☐ _____
- ◆ Required factory label in place. ☐ _____
- ◆ Overhead guard and backrest extension in place. ☐ _____

- [illegible]

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

<hr/>	<hr/>	<hr/>	<hr/>
Auditor	Date	Supervisor/Occupant	Date

Outside Storage Area Inspection Form

Location	Inspector	Date	Time
	YES	NO	Comments
1. Good housekeeping is evident in area	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Aisle kept clear, no tripping hazards in walkways	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Motorized equipment stored properly	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Storage shelves and racks are secured to prevent accidental tipping	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Tanks are stored on racks	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Chemicals labeled properly	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Overhead storage is safe with fall prevention provided for item stored on upper shelves	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Metal parts stored in racks or cabinets	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Sheet metal stored in racks or on pallets	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Fence gate maintained	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Pavement or ground storage surface maintained	<input type="checkbox"/>	<input type="checkbox"/>	_____
a. Other _____			

Garage Area Inspection Report

Location	Inspector	Date	Time
	YES NO		Comments
1. Floor maintained clean and dry	<input type="checkbox"/>	<input type="checkbox"/>	_____
2. Ceiling and walls maintained	<input type="checkbox"/>	<input type="checkbox"/>	_____
3. Oil spills cleaned up as soon as possible	<input type="checkbox"/>	<input type="checkbox"/>	_____
4. Absorbent material for oil spills readily available	<input type="checkbox"/>	<input type="checkbox"/>	_____
5. Work benches maintained clean and orderly	<input type="checkbox"/>	<input type="checkbox"/>	_____
6. Electrical equipment in shop area has been checked for ground by an electrician	<input type="checkbox"/>	<input type="checkbox"/>	_____
7. Equipment secured to wall studs or floor	<input type="checkbox"/>	<input type="checkbox"/>	_____
8. Electrical panels clear for 36" for access	<input type="checkbox"/>	<input type="checkbox"/>	_____
9. Breakers marked for type and area of service	<input type="checkbox"/>	<input type="checkbox"/>	_____
10. Electrical extension cords being used	<input type="checkbox"/>	<input type="checkbox"/>	_____
11. Electrical outlets wired properly	<input type="checkbox"/>	<input type="checkbox"/>	_____
12. Emergency electrical shut off marked	<input type="checkbox"/>	<input type="checkbox"/>	_____
13. Ventilation adequate	<input type="checkbox"/>	<input type="checkbox"/>	_____
14. Lighting adequate	<input type="checkbox"/>	<input type="checkbox"/>	_____
15. Exit paths clear	<input type="checkbox"/>	<input type="checkbox"/>	_____
16. Good housekeeping evident in shop area	<input type="checkbox"/>	<input type="checkbox"/>	_____
17. Combustibles stored in appropriate location	<input type="checkbox"/>	<input type="checkbox"/>	_____
18. Rotating machinery parts guarded	<input type="checkbox"/>	<input type="checkbox"/>	_____

19. Brake drum turning equipment being used	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Brake shoe grinding equipment being used	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. Approved dust collection being used during brake shoe grinding operation	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. Grit or sand blasting equipment being used	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. Blasting safety nozzle switch must be held open by operator and not by mechanical means being used exclusively	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. Storage room maintained in an orderly manner	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. Storage racks secured to wall studs or floor	<input type="checkbox"/>	<input type="checkbox"/>	_____
26. Storage and file cabinets secured to wall studs or floor	<input type="checkbox"/>	<input type="checkbox"/>	_____
27. Overhead storage safe with fall prevention for items stored on upper shelves	<input type="checkbox"/>	<input type="checkbox"/>	_____
28. Tools maintained and properly stored	<input type="checkbox"/>	<input type="checkbox"/>	_____
29. Large stationary shop equipment secured to wall studs, floor or work bench	<input type="checkbox"/>	<input type="checkbox"/>	_____
30. Parts cleaning tank has approved cleaning chemical	<input type="checkbox"/>	<input type="checkbox"/>	_____
31. Air compressor has state operating permit displayed in immediate area	<input type="checkbox"/>	<input type="checkbox"/>	_____
32. Air compressor maintained in clean condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
33. First aid kit available to employees	<input type="checkbox"/>	<input type="checkbox"/>	_____
34. Employee trained in first aid	<input type="checkbox"/>	<input type="checkbox"/>	_____
35. Employee CPR trained	<input type="checkbox"/>	<input type="checkbox"/>	_____
36. Emergency telephone number posted	<input type="checkbox"/>	<input type="checkbox"/>	_____
37. Fire extinguisher accessible with current inspection	<input type="checkbox"/>	<input type="checkbox"/>	_____
38. Employee trained to use fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>	_____
39. Fire alarm location marked & maintained	<input type="checkbox"/>	<input type="checkbox"/>	_____
40. Fire alarm works	<input type="checkbox"/>	<input type="checkbox"/>	_____
41. Security alarm system installed for site	<input type="checkbox"/>	<input type="checkbox"/>	_____

42. Alarms to police or security office ☐ ☐ _____
43. Disaster preparedness plan posted ☐ ☐ _____
44. Employee trained in duties for the event of disaster situation ☐ ☐ _____
45. Other _____

Items Photographed

Report received by: _____

Abate within 10 days _____ Review date: _____

Abate within 60 days _____ Review date: _____

USE THIS SPACE FOR DIAGRAMS IF NECESSARY

Inspection Report Fuel Tank Dispensing Area

Location	Inspector	Date	Time
	YES NO	Comments	
1. Blacktop maintained	<input type="checkbox"/> <input type="checkbox"/>		
2. Concrete maintained	<input type="checkbox"/> <input type="checkbox"/>		
3. No tripping hazards	<input type="checkbox"/> <input type="checkbox"/>		
4. Dirt or water hazard on pavement	<input type="checkbox"/> <input type="checkbox"/>		
5. Free of debris	<input type="checkbox"/> <input type="checkbox"/>		
6. Trash containers emptied daily	<input type="checkbox"/> <input type="checkbox"/>		
7. Warning signs posted	<input type="checkbox"/> <input type="checkbox"/>		
8. Posts maintained	<input type="checkbox"/> <input type="checkbox"/>		
9. Fencing maintained	<input type="checkbox"/> <input type="checkbox"/>		
10. Gates maintained	<input type="checkbox"/> <input type="checkbox"/>		
11. Lighting adequate	<input type="checkbox"/> <input type="checkbox"/>		
12. Fuel tank in compliance with state of North Carolina requirements	<input type="checkbox"/> <input type="checkbox"/>		
13. Permits posted to operate facility posted	<input type="checkbox"/> <input type="checkbox"/>		
14. Disaster preparedness plan posted	<input type="checkbox"/> <input type="checkbox"/>		
15. Employees trained in duties for the event of a disaster	<input type="checkbox"/> <input type="checkbox"/>		
16. Portable generator for emergency electrical power available with proper connections for fuel dispensing pump	<input type="checkbox"/> <input type="checkbox"/>		
17. Fire alarm activator marked & maintained	<input type="checkbox"/> <input type="checkbox"/>		
18. Fire extinguisher accessible with current inspection	<input type="checkbox"/> <input type="checkbox"/>		

- | | | | |
|---|--------------------------|--------------------------|-------|
| 19. Employee trained to use fire extinguishers | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 20. Automated fire extinguishing system installed at fuel dispensing area | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 21. Leak monitoring system maintained | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 22. Employee trained on how to report leak | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 23. Inspection record of system maintained | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 24. Parking areas marked | <input type="checkbox"/> | <input type="checkbox"/> | _____ |
| 25. Other _____ | | | |

Items Photographed

Report received by: _____

Abate within 10 days _____ Review date: _____

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Abate within 60 days _____ Review date: _____

Inspection Report Welding Shop Area

Location	Inspector		Date	Time
	YES	NO	Comments	
1. Floor maintained clean and dry	<input type="checkbox"/>	<input type="checkbox"/>		
2. Work stations clean	<input type="checkbox"/>	<input type="checkbox"/>		
3. Electrical shop equipment grounded	<input type="checkbox"/>	<input type="checkbox"/>		
4. Equipment fully secured to wall studs, floor or benches	<input type="checkbox"/>	<input type="checkbox"/>		
5. Rotating parts of equipment properly guarded	<input type="checkbox"/>	<input type="checkbox"/>		
6. Electrical panels clear for 36" for access	<input type="checkbox"/>	<input type="checkbox"/>		
7. Breakers marked for type and area of service	<input type="checkbox"/>	<input type="checkbox"/>		
8. Electrical outlets wired properly	<input type="checkbox"/>	<input type="checkbox"/>		
9. Emergency electrical shop equipment area shut off switch labeled	<input type="checkbox"/>	<input type="checkbox"/>		
10. Electrical extension cords being used	<input type="checkbox"/>	<input type="checkbox"/>		
11. Ventilation adequate for shop and work area	<input type="checkbox"/>	<input type="checkbox"/>		
12. Exhaust fans adequate to remove vapors and fumes from welding area with air flow at least 100 linear foot per minute	<input type="checkbox"/>	<input type="checkbox"/>		
13. Good housekeeping at work stations evident	<input type="checkbox"/>	<input type="checkbox"/>		
14. Combustibles stored in proper location	<input type="checkbox"/>	<input type="checkbox"/>		
15. Fire extinguisher available in area with current inspection	<input type="checkbox"/>	<input type="checkbox"/>		
16. Employee trained to use fire extinguishers	<input type="checkbox"/>	<input type="checkbox"/>		
17. Fire alarm activator marked maintained	<input type="checkbox"/>	<input type="checkbox"/>		
18. Fire alarm works	<input type="checkbox"/>	<input type="checkbox"/>		

19. Storage racks secured to wall studs or floor	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. Storage cabinets secured to wall studs or floor	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. Tools properly stored as to not present a hazardous condition	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. Stationary shop equipment secured to walls studs, floor or benches	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. Oxygen piping high has pressure relief system at outlet	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. Joints threaded or flanged	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. Pipe material is:			
a black steel			_____
b wrought iron			_____
c. copper			_____
26. Acetylene piping is steel or wrought iron only	<input type="checkbox"/>	<input type="checkbox"/>	_____
27. Lines clearly marked	<input type="checkbox"/>	<input type="checkbox"/>	_____
28. Oxygen lines painted green (preferred)	<input type="checkbox"/>	<input type="checkbox"/>	_____
29. Other lines painted a distinctive color	<input type="checkbox"/>	<input type="checkbox"/>	_____
30. Color identification chart posted at termination of each line/valve	<input type="checkbox"/>	<input type="checkbox"/>	_____
31. All valves labeled	<input type="checkbox"/>	<input type="checkbox"/>	_____
32. Emergency shut off provided and location clearly marked	<input type="checkbox"/>	<input type="checkbox"/>	_____
33. Manifold system protected or area fenced	<input type="checkbox"/>	<input type="checkbox"/>	_____
34. Each cylinder has a backflow check valve	<input type="checkbox"/>	<input type="checkbox"/>	_____
35. Aggregate capacity does not exceed 3,000 cu ft of gas entering building at any time	<input type="checkbox"/>	<input type="checkbox"/>	_____
36. Bottles are in maintained vertical position	<input type="checkbox"/>	<input type="checkbox"/>	_____
37. Acetylene cylinders coupled have flash arrestors between each cylinder and coupler block	<input type="checkbox"/>	<input type="checkbox"/>	_____
38. Fuel gas and oxygen manifolds have signs on each bearing the name of substance contained with 1" high letters and signs permanently attached to them	<input type="checkbox"/>	<input type="checkbox"/>	_____
39. Arc welding area enclosed for low reflectivity	<input type="checkbox"/>	<input type="checkbox"/>	_____

40. Air flow maintained at floor level	<input type="checkbox"/>	<input type="checkbox"/>	_____
41. Proper safety gear and protection provided	<input type="checkbox"/>	<input type="checkbox"/>	_____
42. Safety signs posted	<input type="checkbox"/>	<input type="checkbox"/>	_____
43. Gas bottle cart has bottles secured	<input type="checkbox"/>	<input type="checkbox"/>	_____
44. Oxygen regulators are marked "USE NO OIL"	<input type="checkbox"/>	<input type="checkbox"/>	_____
45. Spare cylinder bottles stored separately by contents	<input type="checkbox"/>	<input type="checkbox"/>	_____
46. Empty bottle storage in separate area by contents	<input type="checkbox"/>	<input type="checkbox"/>	_____
47. Torches have back flow safety devices	<input type="checkbox"/>	<input type="checkbox"/>	_____
48. Hazardous materials labeled and stored properly	<input type="checkbox"/>	<input type="checkbox"/>	_____
49. Hazardous materials spill clean up kit available	<input type="checkbox"/>	<input type="checkbox"/>	_____
50. Employee trained to use clean up kit	<input type="checkbox"/>	<input type="checkbox"/>	_____
51. Approved storage cabinets being used for all chemical or flammable substances	<input type="checkbox"/>	<input type="checkbox"/>	_____
52. Employee Hazardous Material Training Program in effect and documented	<input type="checkbox"/>	<input type="checkbox"/>	_____
53. Hazardous material disposal plan in effect and records documented	<input type="checkbox"/>	<input type="checkbox"/>	_____
54. Material Data Safety Sheets available to employees on site	<input type="checkbox"/>	<input type="checkbox"/>	_____
55. Inventory of materials available to employees on site	<input type="checkbox"/>	<input type="checkbox"/>	_____
56. Hazardous waste containers marked for contents	<input type="checkbox"/>	<input type="checkbox"/>	_____
57. Parts cleaning tank has approved chemical and is properly vented	<input type="checkbox"/>	<input type="checkbox"/>	_____
58. Caustic tank being used for cleaning parts	<input type="checkbox"/>	<input type="checkbox"/>	_____
59. Caustic tank secured and equipped with mechanical exhaust system	<input type="checkbox"/>	<input type="checkbox"/>	_____
60. First aid kit available in immediate area	<input type="checkbox"/>	<input type="checkbox"/>	_____
61. Employee trained in first aid	<input type="checkbox"/>	<input type="checkbox"/>	_____
62. Employee CPR trained	<input type="checkbox"/>	<input type="checkbox"/>	_____
63. Emergency telephone number posted	<input type="checkbox"/>	<input type="checkbox"/>	_____

64. Disaster preparedness plan posted ☐ ☐ _____
65. Employee trained in duties for the event of a disaster ☐ ☐ _____
66. Room has security alarm system ☐ ☐ _____
67. Alarm to police or security office ☐ ☐ _____
68. Other _____

Items Photographed

Report received by: _____.

Abate within 10 days _____

Review date: _____

Abate within 60 days _____

Review date: _____

Brunswick County Lockout/Tagout Periodic Inspection Form

Department: Public Utilities, Wastewater Treatment

Facility: West Brunswick Regional WWTP

Date of Inspection: _____

Equipment Procedure Reviewed: _____

Name of Employee(s) being Reviewed: _____

	YES	NO
1. Are the steps in the energy control procedure being followed? (If no, provide a detailed description of the problem below.)		
2. Do the involved employees understand their responsibilities under the procedure? (If no, provide a detailed description of the problem and any corrective action needed below.)		
3. Are there any inadequacies in any employee's knowledge, abilities, or use of the procedures? (If yes, provide a detailed description of the problem and any corrective actions below.)		
4. Is the procedure adequate to provide the necessary protection? (If no, provide a detailed description of the problem and corrective action below.)		

Corrective Action- Use the space provided below to describe any problems identified during the inspection, along with a description of any corrective action needed. Appropriate action must be taken to ensure that the deficiencies are corrected. This may involve making changes to the procedure, retraining to employees, and/or taking additional steps to ensure compliance.

Person Conducting Inspection: _____

Name (Print)

Title: _____ Signature: _____

Hazardous Energy Control Procedure for:

Department: Public Utilities, Wastewater Treatment

Equipment: ATAD Recirculation/Transfer/Foam Pump(s) (ATAD 1&2, SDNR Tank)

Equipment Manufacturer and Serial Number: Thermal Process Systems, Inc.

Contact Person: Plant Supervision

Authorized Employee(s): As Defined in Lockout/Tagout Procedures

Purpose: This procedure establishes minimum requirements for the lockout of the ATAD recirculation pump whenever maintenance or service work is performed. The procedure is used to ensure that the machine is stopped, isolated from all potential hazardous energy sources, and locked out before employees perform any servicing or maintenance.

Notify all affected employees before this lockout procedure is used.

Hazardous Energy		Lockout Steps	Verification Steps	Return to Service Steps
Type	Magnitude			
Electrical	480 volts	<ul style="list-style-type: none"> • Turn the HOA switch to the OFF position to deenergize the pump. • Place the main service disconnect in the OFF position. • Lockout/Tagout the service disconnect using an interlocking hasp and padlock. 	<ul style="list-style-type: none"> • Switch the HOA control to the Hand position. Observe that the pump is not operational. • Return the HOA control to the OFF position. or • Test for no voltage, phase-to-phase and phase-to-ground. 	<ul style="list-style-type: none"> • Ensure pump components are back in place. • Check the area to ensure tools and nonessential items have been removed. • Verify all employees are not in the hazard area. • Remove the padlock and hasp from the main isolator disconnect and return to the Hand or Auto position.
Hydraulic	0-15 PSI	<ul style="list-style-type: none"> • Close and lock the pump suction and discharge valves. • Lockout/tagout the valves using a chain, interlocking hasp, and padlock. 	<ul style="list-style-type: none"> • Observe that the flow of liquid ceases. • If applicable bleed off residual liquid pressure. 	<ul style="list-style-type: none"> • Remove the chain, interlocking hasp, and padlock. • Rotate the suction and discharge valves to the OPEN position.

Notify all affected employees that the maintenance is complete and the machine is available for use.

Hazardous Energy Control Procedure for:

Department: Public Utilities, Wastewater Treatment **Equipment:**

ATAD Recirculation/Foam Pumps (ATAD 3&4) **Equipment**

manufacturer and serial number: Thermal Process INC. **Contact**

person: Plant Supervision

Authorized employee(s): As defined in Lock Out/Tag Out Procedures

Purpose: This procedure establishes minimum requirements for the lockout of the ATAD recirculation pump whenever maintenance or service work is performed. The procedure is used to ensure that the machine is stopped, isolated from all potential hazardous energy sources, and locked out before employees perform any servicing or maintenance.

Notify all affected employees before this lockout procedure is used.

Hazardous energy		Lockout steps	Verification steps	Return to service steps
Type	Magnitude			
Electrical	480 volts	<ul style="list-style-type: none"> Turn the HOA switch to the OFF position to de-energize the pump. Place the main service disconnect in the OFF position. Lockout/Tag out the service disconnect using an interlocking hasp and padlock Shut off and Lockout/Tag out local disconnect with interlocking hasp and padlock 	<ul style="list-style-type: none"> Switch the HOA control to the Hand position. Observe that the pump is not operational. Return the HOA control to the OFF position. <p>or</p> <ul style="list-style-type: none"> Test for no voltage, phase-to-phase and phase-to-ground. 	<ul style="list-style-type: none"> Ensure pump components are back in place. Check the area to ensure tools and nonessential items have been removed. Verify all employees are not in the hazard area. Remove the padlock and hasp from the main isolator disconnect and local disconnect and return to the Hand or Auto position.
Hydraulic	0-20 PSI	<ul style="list-style-type: none"> Close and lock the pump suction and discharge valves. Lockout/Tagout the valves using a chain, interlocking hasp, and padlock. 	<ul style="list-style-type: none"> Observe that the flow of liquid ceases. If applicable bleed off residual liquid pressure. 	<ul style="list-style-type: none"> Remove the chain, interlocking hasp and padlock. Rotate the suction and discharge valves to the OPEN position.

Notify all affected employees that the maintenance is complete and the machine is available for use.

Brunswick County Lockout/ Tagout Sign In Sheet

Facility Location:	West Brunswick Regional WWTP
--------------------	------------------------------

Initiated					Equipment Description	Released				
Operation	Maintenance/I&E		Time	Date		Operation	Maintenance/I&E		Time	Date

PERSONAL PROTECTIVE EQUIPMENT HAZARD ASSESSMENT

Location _____ Dept. _____ Job _____

Supervisor _____ Date _____

Eye and Face

Is there danger from:

	No	Yes	E, G	(Eliminated, Guarded, PPE) List Specific PPE
1) Flying Particles	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
2) Molten Metal	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3) Liquid Chemicals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
4) Acids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
5) Caustic Liquids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6) Chemical Gases or Vapors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
7) Light Radiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
8) Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Head

Is there danger from:

	No	Yes	E, G	List Specific PPE
1) Falling or Flying Objects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
2) Work Being Performed Overhead	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3) Elevated Conveyors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
4) Striking Against a Fixed Object	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
5) Forklift Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
6) Exposed Electrical Conductors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
7) Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Miscellaneous

Is there danger from:

	No	Yes	E, G	List Specific PPE
1) Lifting	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
2) Blood-borne Pathogens	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Foot

Is there danger from:

	No	Yes	E, G	(Eliminated, Guarded, PPE) List Specific PPE
1) Falling and Rolling Objects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2) Objects Piercing the Sole	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3) Electrical Hazards	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4) Wet or Slippery Surfaces	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5) Chemical Exposure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6) Environmental	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7) Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Hand

Is there danger from:

	No	Yes	E, G	List Specific PPE
1) Skin Absorption	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2) Cuts or Lacerations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3) Abrasions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4) Punctures	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5) Chemical Burns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6) Thermal Burns	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7) Harmful Temperature Extremes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8) Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Respiratory

Has the workplace area been evaluated for:

	No	Yes	E, G	List Specific PPE
1) Harmful Dusts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
2) Fogs	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
3) Fumes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
4) Mists	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
5) Smokes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
6) Sprays	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
7) Vapors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
8) Other	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

Torso

Are employees bodies protected from:

	No	Yes	E, G	(Eliminated, Guarded, PPE) List Specific PPE
1) Hot Metals	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	

2) Cuts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
3) Acids	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
4) Radiation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Comments:

Certification

This hazard assessment has been performed to determine the required type of PPE for each affected employee. The assessment includes:

- Walk-through survey
- Specific job analysis
- Review of accident statistics
- Review of safety equipment selection guideline materials
- Selection of appropriate required PPE

Assessment Performed by (Supervisor) _____

Date _____

TRAINING - PROPER USE OF PERSONAL PROTECTIVE EQUIPMENT (PPE)

Instructor Name _____

Date _____

TRAINING OBJECTIVES:

County/employee responsibilities

Work area hazards

How PPE will protect

When PPE should be worn

What PPE should be worn

How to don, doff, assure proper fit, adjust, wear properly

Limitations of the PPE

Proper care, maintenance, cleaning (sanitation)

Reporting and replacement of worn damaged PPE

Useful life

Proper disposal of PPE

The following employees have received training on specific PPE and have demonstrated an understanding of the PPE.

Attendance List

Department	Name (Printed)	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**COUNTY OF BRUNSWICK
RESPIRATORY PROTECTION PROGRAM**

Table 1 from 29 CFR 1910.134

Atmospheric contaminants	Colors assigned
Acid gases	White
Hydrocyanic acid gas	White with ½ inch green stripe completely around the canister near the bottom
Chlorine gas	White with ½ inch yellow stripe completely around the canister near the bottom
Organic vapors	Black
Ammonia gas	Green
Acid gases and ammonia gas	Green with ½ inch white stripe completely around the canister near the bottom
Carbon monoxide	Blue
Acid gases and organic vapors	Yellow
Hydrocyanic acid gas and chloropicrin vapor	Yellow with ½ inch blue strip completely around the canister near the bottom.
Acid gases, organic vapors	Brown and ammonia gases
Radioactive materials, excepting tritium and noble gases.	Purple (Magenta).
Particulates (dusts, fumes, mists, fogs, or smokes) in combination with any of the gases or vapors	Canister color for contaminant as designed above with ½ inch gray stripe completely around the canister near the top
All of the above atmospheric	Red with ½ gray stripe completely around the contaminants canister near the top

Note: Gray is not assigned as the main color for a canister designed to remove acids or vapors.

Note: Orange is used as a complete body, or stripe color to represent gases not included in this table. The user will need to refer to the canister label to determine the degree of protection the canister will afford.

**COUNTY OF BRUNSWICK
RESPIRATORY PROTECTION PROGRAM**

ATTACHMENT 1

RESPIRATOR FIT TEST RECORD

A. Employee: _____ Date _____
Employee Number: _____
Employee Job Title/Description: _____

B. Employer: COUNTY OF BRUNSWICK
Location/Address: _____
Physical Address: _____

C. Respirator Selected: _____
Manufacturer: _____
NIOSH Approval No: _____
Model Number: _____

D. Conditions which could affect Respirator Fit:

<input type="checkbox"/>	Clean Shaven	<input type="checkbox"/>	Facial Scar
<input type="checkbox"/>	1-2 Day Beard Growth	<input type="checkbox"/>	Dentures Absent
<input type="checkbox"/>	2+ Day growth	<input type="checkbox"/>	Glasses
<input type="checkbox"/>	Mustache	<input type="checkbox"/>	None

Comments: _____

E. Fit Checks

Negative Pressure:	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> Not Done
Positive Pressure:	<input type="checkbox"/> Pass	<input type="checkbox"/> Fail	<input type="checkbox"/> Not Done

F. Fit Testing

<input type="checkbox"/> Quantitative	Fit Factor: _____
<input type="checkbox"/> Qualitative	
<input type="checkbox"/> Irritant Smoke	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
<input type="checkbox"/> Saccharin Vapor (3M FT-10/FT-10S)	<input type="checkbox"/> Pass <input type="checkbox"/> Fail

Comments: _____

G. Employee Acknowledgment of Test Results:

Employee Signature: _____ Date: _____

Test Conducted By: _____ Date: _____

**COUNTY OF BRUNSWICK
RESPIRATORY PROTECTION PROGRAM**

DISCLAIMER

The above respirator fit test was performed on and by the persons listed. The results indicate the performance of the listed respiratory protective device, as fitted on the Employee named on this record under controlled conditions. Fit Testing, as performed, measures the ability of the respiratory protective device to provide protection to the individual tested. The County of Brunswick or the test conductor express or imply no guarantee that this or an identical respiratory protective device will provide adequate protection under conditions other than were present when this test was performed. Improper use, maintenance or application of this or any other respiratory protective device will reduce or eliminate protection.

**COUNTY OF BRUNSWICK
RESPIRATORY PROTECTION PROGRAM**

ATTACHMENT 2

**SELF-CONTAINED BREATHING APPARATUS (SCBA)
INSPECTION REPORT FORM**

COUNTY Name: _____
 Manufacturer: _____
 Regulator S/N: _____
 Locator: _____
 Asset Number: _____

Model No.: _____
 Reducer S/N: _____

	A) After Each Use Inspection	Checked	Comments
	B) Monthly Inspection		
1.	Visually inspect the complete apparatus for worn or aging rubber parts or damaged components.		
2.	Check the latest cylinder hydrostatic test date stamped on the neck of the cylinder to ensure it is current, within three (3) years for lightweight 2216 cylinders.		
3.	Be sure high pressure nipple seal is properly installed and in good condition.		
4.	Visually inspect cylinder for large dents/gouges in metal and cut fiberglass wrapping on 2216 psig and 4500 psig systems. Cylinders which show exposure to high heat/flame, such as paint turned brown or black, decals charred or missing, gauge lens melted or elastomeric bumper distorted, shall be removed from service and re-tested prior to recharging.		
5.	Check cylinder pressure gauge for "Full" indication. If cylinder pressure is below (less than) "Full" replace with fully charged cylinder. Have cylinder refilled.		
6.	Check to ensure high pressure gauge hose coupling is tightened to the cylinder valveoutlet. Note: Wrenches should not be used, as this connection should be hand-tightened.		
7.	Make sure low pressure hose from mask-mounted regulator is connected to pressure reducer & tightened securely.		
8.	Close purge valve located on mask-mounted regulator (full clockwise & pointer on knob upward).		
9.	Check to ensure red gasket is present between facepiece & mask-mounted regulator & is not damaged.		
10.	Hold facepiece to face or don facepiece; slowly rotate cylinder valve counterclockwise to full open position. The end of service indicator (Vibralert) should sound momentarily. The remote gauge should indicate "Full". On positive pressure models hold breath momentarily; no flow shall be audible through the mask-mounted regulator.		
11.	Breath normally. Air should be delivered with very slight effort. Resistance on exhalation should be minimal.		
12.	Rotate purge knob full open. A constant flow of air into the facepiece should be noted. Close the purge		

knob.		
13. While removing facepiece from face, depress donning switch on top of regulator as worn. No flow of air should be audible.		
14. Replace facepiece to face Y seal. Normal air flow should resume with slight inhalations.		
15. Push in & rotate cylinder valve knob clockwise to close valve.		
16. Slowly release residual air pressure by breathing slowly. The end of service indicator should sound momentarily.		
17. Thoroughly cleaned and sanitized facepiece prior to returning.		
18. Inspector signed and dated inspection report.		
19. Returned apparatus to its proper storage location.		

NOTE: If the end of service indicator fails to operate after test, remove the apparatus from service and tag out “*For Repair – DO NOT USE!*”

WARNING: If any discrepancies are found using any of these procedures, the apparatus shall be removed from service, tagged out “*For Repair – DO NOT USE!*”, and repaired by authorized personnel only before returning to service.

Name: _____ Signature: _____ Date: _____

DRIVER'S VEHICLE INSPECTION REPORT
AS REQUIRED BY THE D.O.T. FEDERAL MOTOR CARRIER SAFETY REGULATIONS

CARRIER: _____

ADDRESS: _____

DATE: _____ TIME: _____ ☐ A.M. ☐ P.M.

CHECK ANY DEFECTIVE ITEM AND GIVE DETAILS UNDER "REMARKS"

TRACTOR/TRUCK NO. _____ ODOMETER READING _____

- | | | |
|---|---|--|
| <input type="checkbox"/> Air Compressor | <input type="checkbox"/> Front Axle | <input type="checkbox"/> Reflective Triangles |
| <input type="checkbox"/> Air Lines | <input type="checkbox"/> Fuel Tanks | <input type="checkbox"/> Spare Bulbs and Fuses |
| <input type="checkbox"/> Battery | <input type="checkbox"/> Horn | <input type="checkbox"/> Spare Seal Beam |
| <input type="checkbox"/> Belts and Hoses | <input type="checkbox"/> Lights | <input type="checkbox"/> Starter |
| <input type="checkbox"/> Body | <input type="checkbox"/> Head – Stop | <input type="checkbox"/> Steering |
| <input type="checkbox"/> Brake Accessories | <input type="checkbox"/> Tail - Dash | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Brakes, Parking | <input type="checkbox"/> Turn Indicators | <input type="checkbox"/> Tire Chains |
| <input type="checkbox"/> Clutch | <input type="checkbox"/> Mirrors | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Muffler | <input type="checkbox"/> Transmission |
| <input type="checkbox"/> Defroster/Heater | <input type="checkbox"/> Oil Pressure | <input type="checkbox"/> Trip Recorder |
| <input type="checkbox"/> Drive Line | <input type="checkbox"/> Radiator | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Engine | <input type="checkbox"/> Rear End | <input type="checkbox"/> Windows |
| <input type="checkbox"/> Exhaust | <input type="checkbox"/> Reflectors | <input type="checkbox"/> Windshield Wipers |
| <input type="checkbox"/> Fifth Wheel | <input type="checkbox"/> Safety Equipment | <input type="checkbox"/> Other |
| <input type="checkbox"/> Fluid Levels | <input type="checkbox"/> Fire Extinguisher | |
| <input type="checkbox"/> Frame and Assembly | <input type="checkbox"/> Flags - Flares - Fuses | |

TRAILER(S) NO.(S) _____

- | | | |
|--|---|--|
| <input type="checkbox"/> Brake Connections | <input type="checkbox"/> Hitch | <input type="checkbox"/> Suspension System |
| <input type="checkbox"/> Brakes | <input type="checkbox"/> Landing Gear | <input type="checkbox"/> Tarpaulin |
| <input type="checkbox"/> Coupling Devices | <input type="checkbox"/> Lights - All | <input type="checkbox"/> Tires |
| <input type="checkbox"/> Coupling (King) Pin | <input type="checkbox"/> Reflectors/Reflective Tape | <input type="checkbox"/> Wheels and Rims |
| <input type="checkbox"/> Doors | <input type="checkbox"/> Roof | <input type="checkbox"/> Other |

Remarks: _____

☐ CONDITION OF THE ABOVE VEHICLE IS SATISFACTORY

DRIVER'S SIGNATURE: _____

☐ ABOVE DEFECTS CORRECTED

☐ ABOVE DEFECTS NEED NOT BE CORRECTED FOR SAFE OPERATION OF VEHICLE

MECHANIC'S SIGNATURE: _____ DATE _____

DRIVER'S SIGNATURE:_____

DATE_____



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 2.

From:

Andrea White

Administration - Resolution Supporting the Second Amendment

Issue/Action Requested:

Request that the Board of Commissioners adopt a resolution supporting the Second Amendment by declaring Brunswick County a Constitutional Protected Rights County.

Background/Purpose of Request:

The Brunswick County Board of Commissioners adopted a Resolution in Support of the Constitution and Laws of the United States and North Carolina by unanimous vote on February 18, 2013. This resolution reaffirmed the oath of the Board to uphold the Constitution, with special regard to the Second Amendment of the Constitution of the United States and Article One, Section Thirty of the Constitution of North Carolina. It also remains in effect and continues to be supported by the Board of Commissioners.

The proposed resolution reaffirms the Board's support of the Second Amendment right of citizens to possess firearms and to use firearms for traditionally lawful purposes, and further pledges to oppose, within the legal means, efforts to unconstitutionally restrict such Second Amendment Rights.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners adopt a resolution supporting the Second Amendment and reaffirming support for the previously adopted resolution.

ATTACHMENTS:

Description

- 2020-02-17 Resolution Declaring Brunswick County a Constitutional Rights Protected County

County of Brunswick
Office of the County Commissioners



**RESOLUTION DECLARING BRUNSWICK COUNTY
A CONSTITUTIONAL RIGHTS PROTECTED COUNTY**

WHEREAS, the Constitution of the United States is the Supreme Law of our nation; and

WHEREAS, the Second Amendment to the Constitution of the United States of America states: "A well-regulated Militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed"; and

WHEREAS, the North Carolina Constitution, Article I, Section 30, states: "A well-regulated militia being necessary to the security of a free State, the right of the people to keep and bear arms shall not be infringed; and, as standing armies in time of peace are dangerous to liberty, they shall not be maintained, and the military shall be kept under strict subordination to, and governed by, the civil power. Nothing herein shall justify the practice of carrying concealed weapons, or prevent the General Assembly from enacting penal statutes against that practice"; and

WHEREAS, a long line of established U.S. Supreme Court cases have ruled where rights are secured by the U.S. Constitution, including Second Amendment rights, no rule making or legislation or executive order may abrogate those rights, and the right to "keep and bear arms" is secured by the "due process" and "privileges and immunities" clauses of the Fourteenth Amendment which protects rights of, and closely related to, the Second Amendment; and

WHEREAS, the citizens of Brunswick County have long supported the rights of the individual, particularly as those rights exist under the U.S. and North Carolina Constitutions, including the Second Amendment; and

WHEREAS, the Brunswick County Board of Commissioners is concerned about the passage of any bill or legislation which could be interpreted as infringing the rights of the citizens of Brunswick County to keep and bear arms; and

WHEREAS, the Brunswick County Board of Commissioners expresses its deep commitment to the rights of all citizens of Brunswick County to keep and bear arms; and

WHEREAS, the Brunswick County Board of Commissioners wishes to express its opposition to any law that would unconstitutionally restrict the rights under the Second Amendment of the US Constitution and under the North Carolina Constitution of the citizens of Brunswick County to keep and bear arms, and all rights and privileges arising therefrom; and

WHEREAS, the Brunswick County Board of Commissioners wishes to express its intent to stand as a Constitutional Rights Protected County for Second Amendment rights and to oppose, within the limits of the Constitutions of the United States and the State of North Carolina, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the rights of the citizens to keep and bear arms.

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

- 1) That the Brunswick County Board of Commissioners, within its powers, duties, and responsibilities, shall respect, protect, and defend the Second Amendment rights of Brunswick County citizens and will oppose, within the limits of the Constitutions of the United States and the State of North Carolina, any efforts to unconstitutionally restrict such rights, and to use such constitutional means at its disposal to protect the rights of its citizens to keep and bears arms; and
- 2) That the Brunswick County Board of Commissioners hereby declares Brunswick County, North Carolina, as a Constitutional Rights Protected County.

ADOPTED the 17th day of February, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 3.

Clerk to the Board - Meeting Minutes

From:

Andrea White

Issue/Action Requested:

Request that the Board of Commissioners approve the draft minutes from the February 3, 2020 Regular Meeting.

Background/Purpose of Request:

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the draft minutes from the February 3, 2020 Regular Meeting.

ATTACHMENTS:

Description

- Draft Minutes - 2020-02-03 Regular Meeting

**BRUNSWICK COUNTY BOARD OF COMMISSIONERS
OFFICIAL MINUTES
REGULAR MEETING
FEBRUARY 3, 2020
3:00 P.M.**

The Brunswick County Board of Commissioners met in Regular Session on the above date at 3:00 p.m., Commissioners' Chambers, David R. Sandifer Administration Building, County Government Center, Bolivia, North Carolina.

PRESENT: Commissioner Randy Thompson, Vice-Chairman
Commissioner J. Martin Cooke
Commissioner Pat Sykes
Commissioner Mike Forte

ABSENT: Commissioner Frank Williams, Chairman

STAFF: Randell Woodruff, County Manager
Steve Stone, Deputy County Manager
Bob Shaver, County Attorney
Julie Miller, Finance Director
Andrea White, Clerk to the Board
Jared Galloway, Deputy Clerk to the Board
Meagan Kasczak, Public Information Officer
Cpt. Lamar Siler, Sheriff's Office

Board Action, containing all items in this set of minutes, is filed within the Clerk to the Board's office.

I. CALL TO ORDER

Vice-Chairman Thompson called the meeting to order at 3:00 p.m.

II. INVOCATION/PLEDGE OF ALLEGIANCE

Commissioner Cooke gave the Invocation and led the Pledge of Allegiance.

III. ADJUSTMENTS/APPROVAL OF AGENDA

Vice-Chairman Thompson asked for any adjustments to the agenda. No adjustments were requested.

Commissioner Cooke moved to approve the agenda as presented. The motion was seconded by Commissioner Forte and the vote of approval was unanimous (Chairman Williams absent).

IV. PUBLIC COMMENTS

Vice-Chairman Thompson announced that one individual had signed up to speak.

1. William Flythe, resident of Southport, requested that the Board of Commissioners consider resolutions on the following three issues: 1) shared costs for the reverse osmosis system for

water purification by Brunswick County and Chemours; 2) immediate reactivation of the North Carolina Department of Transportation Plan to build a fourth bridge across the Cape Fear River; 3) prohibition of seismic testing and offshore drilling along the North Carolina coast.

V. APPROVAL OF CONSENT AGENDA

Vice-Chairman Thompson asked for a motion on the Consent Agenda.

Commissioner Forte moved to approve the Consent Agenda as presented. The motion was seconded by Commissioner Cooke and the vote of approval was unanimous (Chairman Williams absent).

The following items were approved:

1. **Administration - Fiscal Year 2020-21 Budget Calendar Amendment**
Amended the FY 2020-2021 Budget Calendar to move the Countywide Goal Workshop from February 17, 2020 to March 16, 2020, 1:00 p.m. - 5:00 p.m.
2. **Clerk to the Board - Meeting Minutes**
Approved the draft minutes from the January 16, 2020 Special Meeting and the January 21, 2020 Regular Meeting.
3. **Finance - Contract to Audit Accounts Martin Starnes & Associates, CPAs, P.A.**
Approved a one-year contract for audit services with Martin Starnes & Associates, CPAs, P.A.
4. **Finance - Financial Advisory Services Phase Two (2) School General Obligation Bonds**
Received information and approved the agreement with Stifel, Nicolaus & Company, Inc. to serve as the County's financial advisor for the upcoming phase two (2) general obligation bonds issue of \$47,550,000.
5. **Health and Human Services - BSRI - Council of Governments Grant Agreement for Aging Services**
Approved and executed the FY 2020 Home and Community Care Block Grant for Older Adults Agreement for the Provision of Community-Based Aging Services ending June 30, 2020.
6. **Health and Human Services - Health Services - Contract for NC Alliance of Public Health Agencies FY 19-20**
Approved and executed the contract with the North Carolina Alliance of Public Health Agencies for fiscal year 2019-2020.
7. **Health and Human Services - Public Housing - Request to Schedule a Public Hearing**
Scheduled a public hearing on April 20, 2020 to hear any comments or suggestions on the Public Housing Agency Five-Year Plan.
8. **Tax Administration - Annual Tax Advertisement Order for 2019 Unpaid Tax Liens**
Approved the advertisement of 2019 unpaid tax liens on real property.
9. **Tax Administration - December 2019 Releases**
Approved the December 2019 releases.

VI. PRESENTATION

1. Health - Recognition of All-Star Award Recipient

Request that the Board of Commissioners recognize Cherie Browning as the recipient of the NCPHA All-Star Award.

Mr. Cris Harrelson, Health Director, introduced Ms. Cherie Browning, Director of Nursing, as the recipient of the All-Star Award given by the North Carolina Public Health Association. To qualify, she had to be “that special spirited someone that epitomizes public health.” Mr. Harrelson shared the following remarks: The most enduring quality of Ms. Browning is her positive, optimistic spirit. She is a pleasant, motivated, and competent leader. The atmosphere of our clinics is optimistic and upbeat with no signs of complaints or discontent. She reflects a positive attitude that is contagious to the staff. She is highly motivated, energetic, and maintains a positive attitude at all times. She consistently models the characteristic of teamwork. She is confident in whatever role she is assigned. She motivates her staff and coworkers with her positive attitude and can-do spirit. She is also open to input from her staff and others, and she is willing to step in and contribute when needed. She has consistently reflected the spirit of true public service. She advocates for our clients and will go the extra mile to ensure they are served. She is always open to providing outreach events and other means in which to communicate and educate the public about our services and their health needs. In conclusion, these three qualities, optimism, a spirit of teamwork, and a love for customer service resulted in her receiving the Public Health All-Star Award.

Following a standing ovation, Ms. Browning expressed her appreciation of Mr. Harrelson, the management in Health Services, and Brunswick County in general. She recognized the amazing staff at the Health Department and the good work being done every day to help people and to improve the community.

Vice-Chairman Thompson expressed the Board’s appreciation for the difference the Health staff is making.

VII. OTHER BUSINESS/INFORMAL DISCUSSION

Vice-Chairman Thompson asked if there were any other items of business or discussion.

Commissioner Sykes discussed the following:

1. Sheriff and Register of Deeds salary – Commissioner Sykes expressed concern with newly elected officials receiving the same salary as outgoing elected officials. The Board instructed staff to look at these salaries as part of the budget process.
2. Passports – Commissioner Sykes expressed concern with the residents born in Brunswick County, who purchased a certified copy of their birth certificate prior to a certain date, having to pay for a second certified birth certificate in order to obtain a passport. The Board instructed the County Manager to obtain additional information.
3. Signs – Commissioner Sykes expressed concern with roadside advertisement signs not being collected and the county ordinance or state law not being enforced. Mr. Woodruff stated that he would speak with the Planning Director regarding this issue.

VIII. ADJOURNMENT

Commissioner Forte moved to adjourn the meeting at 3:16 p.m. The motion was seconded by Commissioner Sykes and the vote of approval was unanimous (Chairman Williams absent).

Frank Williams, Chairman
Brunswick County Board of Commissioners

Attest:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 4.

From:
Bryan Batton

County Attorney - Deed of Dedication for St. James CM-4,
Phase 1

Issue/Action Requested:

Request that the Board of Commissioners consider accepting the Deed of Dedication for water and sewer infrastructure for St. James CM-4, Phase 1.

Background/Purpose of Request:

STJ Developments, LLC has submitted a Deed of Dedication for water and sewer infrastructure in St. James CM-4, Phase 1. The lines have been tested and approved and are ready to be incorporated into our utility system.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

\$ 197,016.64 for water

\$ 157,653.75 for sewer

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Accept the Deed of Dedication for water and sewer infrastructure from STJ Developments, LLC.

County Manager's Recommendation:

Recommend that the Board accept the Deed of Dedication for water and sewer infrastructure for St. James CM-4, Phase 1.

ATTACHMENTS:

Description

- ☐ St James CM-4, Phase 1

Prepared by: Jeff Keeter
Block, Crouch, Keeter, Behm & Sayed, LLP
P.O. Box 4
Wilmington, NC 28402

DEED OF DEDICATION

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

THIS DEED OF DEDICATION, made and entered into this the 6 day of January ~~December~~ ²⁰2019, by and between STJ DEVELOPMENTS, LLC, a North Carolina limited liability company with an office and place of business in Brunswick County, North Carolina, party of the first part, hereinafter referred to as "Developer", and BRUNSWICK COUNTY, a governmental entity created and existing under the laws of the State of North Carolina, party of the second part, hereinafter referred to as Grantee; whose mailing address is PO Box 249, Bolivia, NC 28422.

WITNESSETH:

THAT WHEREAS Developer is the owner and developer of certain tracts or parcels of land located in Brunswick County, North Carolina, known as St. James Plantation, being a portion of the property described in the Deed recorded in Book 4131, Page 210, Brunswick County Registry and being that certain parcel described as "Tract A", on that plat map entitled "Exempt Subdivision, Tract A, B & C, Town of St. James, Lockwood Folly Township, Brunswick County, NC" prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 110 at Page 27 in the office of the Register of Deeds of Brunswick County; and

AND WHEREAS Developer has caused to be installed water distribution lines and sewer lines under and along the road right-of-way hereinafter described and referenced;

AND WHEREAS Developer wishes to obtain water and sewer from Grantee for the property and to make water and sewer from Grantee's system available to individual owners

AND WHEREAS Grantee has adopted through appropriate resolution stated policy regarding water distribution and sewer systems under the terms of which, among other things, in order to obtain water and sewer for said subdivision Developer must convey title to the water and sewer distribution system to Grantee through an instrument of dedication acceptable to Grantee.

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

Being the water and sewer lines located in that area described as Harpers Way a 45' Private ROW, and Gardenia Lane and Canary Lane a 35' Private ROW as depicted on that plat entitled "CM-4 – Phase 1, The Towns at St James Plantation, Lockwood Folly Township, Brunswick County, NC" prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 118 at Pages 90-92, reference to which is hereby made for a more particular description.

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

Developer hereby grants to Grantee a non-exclusive easement over, along, and upon the entire streets and cul-de-sacs depicted on the maps and serving the areas referenced above for purposes of entry into the subdivision for maintenance, repair, and upkeep of the water and sewer distribution systems located therein and for connecting the same to the individual lots developed or to be developed lying adjacent to said streets and cul-de-sacs reserving unto Developer, its successors and assigns, equal rights of easement and easements over, in, along, and upon said streets and cul-de-sacs for the purposes of installing and maintaining such other utilities as may be required for the development of said subdivision, including, but not limited to, electric, gas, telephone, cable, and sewer.

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

And Developer warrants to Grantee that the system herein conveyed is of good quality and free from faults and defects, and conform to as-built drawings. Developer warrants said system for a period of one (1) year from the date of recording this Deed of Dedication in the office of the Brunswick County Register of Deeds.

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

STJ DEVELOPMENTS, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
PJ Kelly, Vice President

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

I, a Notary Public of the State and County aforesaid, do hereby certify that on this 6
day of January, 2019³⁰ personally appeared before me PJ Kelly, Vice President of
STJ DEVELOPMENTS, LLC, a North Carolina limited liability company

X personally known to me;
_____ proved to me by satisfactory evidence;
_____ proved to me on the oath or affirmation of _____, who is
personally known to me,

to be the person whose name is signed on the preceding Deed of Dedication, and acknowledged
to me that he signed it voluntarily for its stated purpose.

JESSICA Z. VAMVAKIAS
NOTARY PUBLIC
(NOTARY SEAL) New Hanover County
North Carolina
My Commission Expires 8/14/20
My Commission Expires. _____

[Signature]
Signature of Notary Public
Jessica Z. Vamvakias
Printed or Typed Name of Notary Public

ACCEPTANCE OF DEED OF DEDICATION

This Deed of Dedication and accompanying Affidavit for STJ Developments, LLC was accepted by the Brunswick County Board of Commissioners on the ____ day of _____, ~~2019~~ **20**

Brunswick County Board of Commissioners

Frank Williams, Chairman

Andrea White
Clerk to the Board

STATE OF NORTH CAROLINA

COUNTY OF BRUNSWICK

AFFIDAVIT

STJ Developments, LLC, a North Carolina limited liability company with an office and place of business in Brunswick County, North Carolina, hereinafter referred to as Affiant, being first duly sworn, hereby deposes and says under oath as follows:

1. That it is the owner of certain property located in Northwest Township, Brunswick County, North Carolina, known as Towns at St. James Plantation, being a portion of the property described in the Deed recorded in Book 4131, Page 210, Brunswick County Registry and depicted on that plat entitled "Towns at St. James Plantation, formerly Tract "A", MF-4/CM-4, Lockwood Folly Township, as more particularly described in a Deed of Dedication in favor of Brunswick County of even date herewith.
2. That it has caused to be installed water distribution lines and sewer lines under and along the road right-of-way hereinafter described and referenced:

Being the water and sewer lines located in that area described as Harpers Way a 45' Private ROW and Gardenia Lane and Canary Lane a 35' Private ROW as depicted on that plat entitled "CM-4 – Phase 1, The Towns at St James Plantation, Lockwood Folly Township, Brunswick County, NC" prepared by Paramounte Engineering, Inc., which map is recorded in Map Cabinet 118 at Pages 90-92, reference to which is hereby made for a more particular description.

3. All the work which has been performed in the construction and installation of said water and sewer lines described in Paragraph 2, above, has been fully paid for and there are

now no liens of any kind including any lien for labor or materials against the subdivision of which Affiant is aware which would in any way jeopardize title of Affiant to the property in said subdivision nor are there any legal actions pending against Affiant or any contractor arising out of any work performed in said subdivision or the water and sewer lines installed therein which would in any way jeopardize title to the subdivision or the water and sewer lines located therein.

IN WITNESS WHEREOF, the Affiant has caused this instrument to be duly executed by its authorized Vice President, this the 6 day of January, 2020

STJ DEVELOPMENTS, LLC,
a North Carolina limited liability company

By: [Signature] (SEAL)
PJ Kelly, Vice President

STATE OF NORTH CAROLINA
COUNTY OF New Hanover

Signed and sworn to before me this day by PJ Kelly, Vice President of STJ DEVELOPMENTS, LLC, a North Carolina limited liability company.

Date: 1/6/2020

(NOTARY SEAL) JESSICA Z. VAMVAKIAS
NOTARY PUBLIC
New Hanover County
North Carolina
My Commission Expires 8/16/20

My Commission Expires: _____

[Signature]
Signature of Notary Public
Jessica Z. Vamvakias
Printed Name of Notary Public



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 5.

Finance - Fiscal Items

From:

Julie Miller

Issue/Action Requested:

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

-Budget Amendment Utilities Insurance Proceeds

Appropriate \$16,607 of insurance proceeds for the Brunswick Learning Center sewer lift station lightning strike for necessary repairs at the site.

-Budget Amendment and CPO Airport Grant 36237.45.18.1

Appropriate \$403,713 of federal revenues and transfer local match of \$44,857 for airport grant 36237.45.18.1 Corporate Hanger Construction.

-Budget Amendment and CPO Airport Grant 36244.58.11.1

Appropriate \$163,269 of additional Aviation State Aid for grant 36244.58.11.1 Corporate Hanger requiring no additional local matching funds.

-FY16 Water Mains Top 7 and Apollo Budget Amendment and CPO

Transfer \$131,715 from FY16 Water Mains Top 7 and Apollo to the Water Capital Reserve undesignated funds. Contract A and B are both completed, leaving only Contract C and D to be constructed. This project has been placed on hold and will be completed at a later date and funding will be transferred for construction at that time.

-Southeast Water Tank Budget Amendment and CPO

Transfer \$14,450 from the Southeast Water Tank project to undesignated funds in the reserve. This project has been placed on hold and will be funded when the County moves forward with construction.

-Financial Reports for January 2020 (unaudited)

Included are Summary Information for General and Enterprise Funds, key indicators of Revenues and Expenditures and Cash and Investments. All reports provided at:
<http://brunswickcountync.gov/finance/reports>.

Background/Purpose of Request:

Fiscal Impact:

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

Approved By County Attorney:

Yes

County Manager's Recommendation:

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

ATTACHMENTS:

Description

- ▣ 20200217 Budget Amendment Airport Grant 36237.45.18.1
- ▣ 20200217 Budget Amendment Airport Grant 36244.58.11.1
- ▣ 20200217 CPO Airport Grants
- ▣ 20170217 Budget Amendment FY16 Water Main Top 7 Apollo
- ▣ 20200217 CPO FY16 Enterprise Water Main Top 7 and Apollo
- ▣ 20200217 Budget Amendment Southeast Water Tank
- ▣ 20200217 CPO Southeast Water Tank
- ▣ January Monthly Financial Statements.pdf

Request Info	
Type	Budget Amendment
Description	Airport Grant 36237.45.18.1
Justification	Board Meeting 2/17/2019-Appropriate \$403,713 of federal revenues and transfer local match of \$44,857 for airport grant 36237.45.18.1 Corporate Hanger Construction.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	331045	Airport Grants	Fed Rev-36237.45.18.1	403713	Increase	Credit
438157	398110	Airport Grants	Trans Frm General Fund	44857	Increase	Credit
438157	449841	Airport Grants	36237.45.18.1 Exp	448570	Increase	Debit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-44857	Decrease	Credit
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-44857	Decrease	Debit

Total	
Grand Total:	807426

Request Info	
Type	Budget Amendment
Description	Airport Grant 36244.58.11.1
Justification	Board Meeting 2/17/2020-Appropriate \$163,269 of additional Aviation State Aid for grant 36244.58.11.1 Corporate Hanger requiring no additional local matching funds.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
438157	332116	Airport Grants	State Rev-36244.58.11.1	163269	Increase	Credit
438157	449836	Airport Grants	36244.58.11.1	163269	Increase	Debit

Total	
Grand Total:	326538

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Airport Grants Program
Amended (438157)

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

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

Airport Grant Project Fund:

Revenues:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,841
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	513,265
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	201,656
46333.1.1	111,000
46333.2.1	251,281
36244.58.8.3	974,637
36244.58.10.1	1,276,182
36244.58.10.2	2,000,000
36244.58.10.3	1,168,447
36244.58.10.4	277,446
36244.58.9.1	1,105,950
36244.58.11.1	309,454
36244.58.11.2	1,492,259
36244.58.8.2	225,000
36237.45.17.1	127,892
36237.45.18.1	403,713
46333.3.1	206,000
Transfer from General Fund	817,596
Total Airport Grant Capital Project Fund Revenues	\$ 22,929,178

Expenditures:

36237.45.13.2	3,031,885
36237.45.14.1	449,252
36237.45.15.2	899,911
36237.45.16.1	21,508
36244.58.4.1	62,000
36237.45.10.2	528,873
36237.45.10.3	409,235
36237.45.10.1	150,000
36244.58.5.1	2,853,811
36237.45.11.1	288,401
36244.58.6.1	2,814,516
36237.45.10.4	172,359
36237.45.13.1	229,592
36244.58.7.1	85,000
36237.45.15.1	209,467
46333.1.1	111,000
46333.2.1	251,281

36244.58.8.3	1,054,737
36244.58.10.1	1,345,248
36244.58.10.2	2,000,000
36244.58.9.1	1,326,412
36244.58.10.3	1,298,277
36244.58.10.4	308,273
36244.58.11.1	312,816
36244.58.8.2	250,000
36244.58.11.2	1,658,068
36237.45.17.1	142,103
36237.45.18.1	448,570
46333.3.1	206,000
Miscellaneous Expense	10,583
Land	-
Total Airport Grant Capital Project Fund Expenditures	22,929,178

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

Current Funds Appropriated	\$	817,596
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Section 3. The following amounts are hereby appropriated in the Brunswick County General Fund:

Contribution to Capital Project Fund	\$	817,596
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Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 17, 2020 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	FY16 Water Main Top 7 Apollo
Justification	Board Meeting 02/17/2020-Transfer \$131,715 from FY16 Water Mains Top 7 and Apollo to the Water Capital Reserve undesignated funds. Contract A and B are both completed, leaving only Contract C to be constructed. This project has been placed on hold and will be completed at a later date and funding will be transferred for construction at that time.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
418279	398661	FY16 Water Mains Top 7/Apollo	Trans Frm Water Fund	-131715	Decrease	Debit
418279	464001	FY16 Water Mains Top 7/Apollo	Arch/Engnrg/Legal	-1345	Decrease	Credit
418279	464002	FY16 Water Mains Top 7/Apollo	Construction	-130370	Decrease	Credit
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	131715	Increase	Credit
419800	464299	Interfund Trans Water Cap Rsv	Undesignated Funds	131715	Increase	Debit

Total	
Grand Total:	0

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**FY16 Enterprise Water Main Top 7 and Apollo
(418279)**

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

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

Water Capital Projects Fund:

Revenues:

Transfer from Water Fund	<u>1,773,285</u>
Total Water Capital Project Revenues	\$ 1,773,285

Expenditures:

Arch/Eng/Legal	307,655
Construction	<u>1,465,630</u>
Total Water Capital Project Expenditures	\$ 1,773,285

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

Current Funds Appropriated	\$ 1,773,285
----------------------------	--------------

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

Contribution to Capital Project Fund	\$ 1,773,285
--------------------------------------	--------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 17, 2020 meeting of the Brunswick County Board of Commissioners.

Request Info	
Type	Budget Amendment
Description	Southeast Water Tank
Justification	Board Meeting 02/17/2020-Transfer \$14,450 from the Southeast Water Tank project to undesignated funds in the reserve. This project has been placed on hold and will be funded when the County moves forward with construction.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
418269	398661	Southeast Water Tank	Trans Frm Water Fund	-14450	Decrease	Debit
418269	464001	Southeast Water Tank	Arch/Engnrg/Legal	-14450	Decrease	Credit
419800	398661	Interfund Trans Water Cap Rsv	Trans Frm Water Fund	14450	Increase	Credit
419800	464299	Interfund Trans Water Cap Rsv	Undesignated Funds	14450	Increase	Debit

Total	
Grand Total:	0

**COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE**

**Southeast Water Tank
(418269)**

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

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

Water Capital Projects Fund:

Revenues:

Transfer from Water Fund		<u>50,550</u>
Total Water Capital Project Revenues	\$	50,550

Expenditures:

Arch/Eng/Legal		<u>50,550</u>
Total Water Capital Project Expenditures	\$	50,550

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

Current Funds Appropriated	\$	50,550
----------------------------	----	--------

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

Contribution to Capital Project Fund	\$	50,550
--------------------------------------	----	--------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 17, 2020 meeting of the Brunswick County Board of Commissioners.

COUNTY OF BRUNSWICK NORTH CAROLINA

***MONTHLY FINANCIAL STATEMENTS
(UNAUDITED)***

FOR THE PERIOD ENDED JANUARY 31, 2020



COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

<u>Exhibit</u>		<u>Pages</u>
	FINANCIAL SECTION	
	Summary Information for General and Enterprise Funds	1
	Financial Statements:	
C	Balance Sheet - Governmental Funds	2
D	Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds	3
F	Statement of Revenues, Expenditures, and Changes in Fund Balance - Budget and Actual - General Fund	4
<u>Schedule</u>		
	MAJOR GOVERNMENTAL FUNDS:	
A-1	Schedule of Revenues and Expenditures - Budget and Actual and Changes in Fund Balance -General Fund	5-13
A-2	Schedule of Revenues and Expenditures - Budget and Actual - County Capital Projects Fund	14
A-3	Schedule of Revenues and Expenditures - Budget and Actual - Education Capital Project Fund	15
	NON MAJOR GOVERNMENTAL FUNDS:	
B-1	Combining Balance Sheet - Non Major Special Revenue Governmental Funds	16
B-2	Combining Statement of Revenues, Expenditures and Changes in Fund Balance - Non Major Special Revenue Governmental Funds	17
B-3	Schedule of Revenues and Expenditures - Budget and Actual and Changes in Fund Balance - Emergency Telephone System Fund	18
B-4	Schedule of Revenues and Expenditures - Budget and Actual - Grant Project Fund	19
B-5	Schedule of Revenues and Expenditures - Budget and Actual and Changes in Fund Balance - Register of Deeds Technology Enhancement Fund	20

COUNTY OF BRUNSWICK, NORTH CAROLINA
Monthly Financial Statements

TABLE OF CONTENTS

<u>Schedule</u>		<u>Pages</u>
	MAJOR ENTERPRISE FUNDS:	
C-1	Combining Balance Sheet - Water Fund (Non-GAAP)	21
C-2	Schedule of Revenues and Expenditures - Budget and Actual - Water System Operating Fund (Non-GAAP)	22
C-3	Schedule of Revenues and Expenditures - Budget and Actual - Water Capital Project Funds (Non-GAAP)	23
D-1	Combining Balance Sheet - Wastewater Fund (Non-GAAP)	24
D-2	Schedule of Revenues and Expenditures - Budget and Actual - Wastewater Fund (Non-GAAP)	25
D-3	Schedule of Revenues and Expenditures - Budget and Actual Wastewater Capital Project Funds (Non-GAAP)	26
	NON MAJOR ENTERPRISE FUNDS:	
	INTERNAL SERVICE FUND	
E-1	Schedule of Revenues and Expenditures - Financial Plan and Actual and Changes in Fund Balance- Workers' Compensation Internal Service Fund (Non-GAAP)	27
	OTHER INFORMATIONAL REPORTS:	
	Summary of Cash and Investments	28-29
	Summary Information of Revenues and Expenditures	30
	Ad Valorem and Motor Vehicle Tax Revenues	31
	Local Option Sales Tax Revenues	32
	Water Fund Revenues	33-35
	Wastewater Fund Revenues	36-37
	Water and Wastewater Number of Customers	38

Summary Information for General and Enterprise Funds as of January 31, 2020:

General Fund:

- Total revenues for the General Fund are \$174.5 million for an increase of \$23.1 million or 15.3% over the same period in the prior year. The main reason for this is an \$14.7 million increase in Ad Valorem collections due to timing, recent revaluation, and growth in the County. There was also a \$1.4 million increase in Local Option Sales Tax revenues and \$4.8 million of FEMA revenue from prior year storms. Total revenues collected are 84.6% of the amended budget for the fiscal year.
- Total expenditures for the General Fund are \$116.2 million and are 55.3% of the current budget. Total expenditures are more than the expenditures of the same period in the prior year by \$5.5 million or 5.0%. This is a result of a \$1.7 million increase in education and Debt Service first payments for phase 1 of the school bond of \$5.6 million. The increases are partially offset by the expenditures associated with Hurricane Florence from last year.
- Net transfers to other funds of \$9.1 million compared to \$2.8 million in the prior year. Transfers were to fund various county capital projects.
- Revenues are more than expenditures and net transfers by \$49.2 million for the current period end compared to more than by \$37.8 million at the end of the same period of the prior year.

Water Fund:

- Total revenues for the Water Fund increased \$3.7 million over the same period in the prior year to \$18.9 million. This is a result of irrigation sales increase of 92.0% or \$1.4 million, an increase in wholesale sales revenues of 19.7% or \$0.7 million, FEMA revenue of \$0.7 million for prior year expenditures and an increase in retail sales revenues of 13.8% or \$0.4 million over the same period in the prior year. Total revenues are 72.1% of the amended budget for the fiscal year.
- Total expenditures for the Water Fund are \$13.4 million and are 50.6% of current budget. Expenditures increased 12.6% or \$1.5 million mainly due to a \$0.8 million meter repair and maintenance project and a \$0.5 million one-time capital outlay purchase.
- Net transfers to water capital projects of \$2.8 million increased compared to transfers of \$0.8 million in the same period of the prior year. The transfers were to fund various water capital projects.
- Revenues are more than expenditures and net transfers by \$2.7 million compared to greater than by \$2.5 million in the same period of the prior year.

Wastewater Fund:

- Total revenues for the Wastewater Fund increased \$0.3 million over the same period in the prior year at \$15.1million. Retail wastewater sales increased to \$1.1 million in comparison with the prior year of \$6.0 million while wholesale revenues decreased by \$0.5 million or 5.7% and capital recovery revenue increased by \$0.3 million or 15.1%. Total revenues are 59.5% of the amended budget for the fiscal year.
- Total expenditures for the Wastewater Fund are \$11.9 million and are 36.8% of the current budget. Expenditures increased 10.2% or \$1.1 million over the same period in the prior year mainly due to one time capital outlay purchases.
- Net transfers to wastewater capital projects of \$1.0 million increased compared to almost no net transfers to wastewater capital projects in the same period of the prior year. The transfers were to fund various wastewater capital projects.
- Revenues are more than expenditures and net transfers by \$2.3 million compared to greater than by \$4.1 million in the same period of the prior year.

COUNTY OF BRUNSWICK, NORTH CAROLINA

BALANCE SHEET - GOVERNMENTAL FUNDS

JANUARY 31, 2020

	Major Funds				
	General	County Capital Project	Education Capital Project	Non Major Governmental Funds	Total Governmental Funds
Assets:					
Cash and cash equivalents/investments	\$ 131,305,795	\$ 29,437,320	\$ 8,285,061	\$ 2,080,904	\$ 171,109,080
Restricted cash and investments	1,614,821	-	19,456,770	-	21,071,591
Interest receivable	187,115	56,425	23,786	4,281	271,607
Taxes receivable - net	7,130,351	-	-	-	7,130,351
Receivables - net	1,506,718	-	-	-	1,506,718
Other governmental agencies	1,346,579	15,929	108,352	-	1,470,860
Due from other funds	43,420	-	-	-	43,420
Prepaid expenditures	64,000	-	-	-	64,000
Total assets	<u>\$ 143,198,799</u>	<u>\$ 29,509,674</u>	<u>\$ 27,873,969</u>	<u>\$ 2,085,185</u>	<u>\$ 202,667,627</u>
Liabilities:					
Accounts payable and other liabilities	\$ 4,926,744	\$ -	\$ -	\$ 6,351	\$ 4,933,095
Due to other funds	-	-	-	43,420	43,420
Total liabilities	<u>4,926,744</u>	<u>-</u>	<u>-</u>	<u>49,771</u>	<u>4,976,515</u>
Deferred Inflows of Resources:	<u>8,316,083</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>8,316,083</u>
Fund Balances:					
Nonspendable	64,000	-	-	-	64,000
Restricted:					
Stabilization by State Statute	11,730,812	-	-	92,923	11,823,735
Restricted - other	4,552,977	-	19,456,770	1,853,077	25,862,824
Committed	214,566	29,509,674	8,417,199	-	38,141,439
Assigned	2,176,237	-	-	-	2,176,237
Unassigned	111,217,380	-	-	89,414	111,306,794
Total fund balances	<u>129,955,972</u>	<u>29,509,674</u>	<u>27,873,969</u>	<u>2,035,414</u>	<u>189,375,029</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 143,198,799</u>	<u>\$ 29,509,674</u>	<u>\$ 27,873,969</u>	<u>\$ 2,085,185</u>	<u>\$ 202,667,627</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND
BALANCES - GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2020

	Major Funds			Non Major	Total
	General	County Capital Project	Education Capital Project	Governmental Funds	Governmental Funds
Revenues:					
Ad valorem taxes	\$ 132,650,928	\$ -	\$ -	\$ -	\$ 132,650,928
Local option sales taxes	13,000,916	-	-	-	13,000,916
Other taxes and licenses	3,716,657	-	-	-	3,716,657
Unrestricted intergovernmental revenues	304,389	-	-	-	304,389
Restricted intergovernmental revenues	12,276,478	2,386,235	-	517,188	15,179,901
Permits and fees	2,979,160	-	-	106,585	3,085,745
Sales and services	7,452,261	-	-	-	7,452,261
Investment earnings	677,886	212,288	363,240	15,814	1,269,228
Other	1,403,245	-	-	-	1,403,245
Total revenues	<u>174,461,920</u>	<u>2,598,523</u>	<u>363,240</u>	<u>639,587</u>	<u>178,063,270</u>
Expenditures:					
Current:					
General government	7,899,019	855,687	-	252,844	9,007,550
Public safety	29,334,567	-	-	250,796	29,585,363
Central services	10,766,111	-	-	-	10,766,111
Human services	14,741,031	-	-	-	14,741,031
Transportation	135,947	2,219,854	-	-	2,355,801
Environmental protection	10,330,448	-	-	-	10,330,448
Culture and recreation	2,629,397	183,193	-	-	2,812,590
Economic and physical development	3,713,879	-	-	-	3,713,879
Education	28,125,611	-	15,558,441	-	43,684,052
Debt Service:					
Principal retirement	4,328,304	-	-	-	4,328,304
Interest and fiscal charges	4,186,594	-	-	-	4,186,594
Total expenditures	<u>116,190,908</u>	<u>3,258,734</u>	<u>15,558,441</u>	<u>503,640</u>	<u>135,511,723</u>
Revenues over (under) expenditures	<u>58,271,012</u>	<u>(660,211)</u>	<u>(15,195,201)</u>	<u>135,947</u>	<u>42,551,547</u>
Other Financing Sources (Uses):					
Transfers from other funds	2,304,445	8,425,021	2,947,188	-	13,676,654
Transfers to other funds	(11,372,209)	(2,304,445)	-	-	(13,676,654)
Total other financing sources (uses)	<u>(9,067,764)</u>	<u>6,120,576</u>	<u>2,947,188</u>	<u>-</u>	<u>-</u>
Net change in fund balance	49,203,248	5,460,365	(12,248,013)	135,947	42,551,547
Fund balance, beginning of year	<u>80,752,724</u>	<u>24,049,309</u>	<u>40,121,982</u>	<u>1,899,467</u>	<u>146,823,482</u>
Fund balance, end of year	<u>\$ 129,955,972</u>	<u>\$ 29,509,674</u>	<u>\$ 27,873,969</u>	<u>\$ 2,035,414</u>	<u>\$ 189,375,029</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES -
BUDGET AND ACTUAL - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020

	Original Budget	Final Budget	Actual	Variance Positive (Negative)
Revenues:				
Ad valorem taxes	\$ 138,091,466	\$ 138,091,466	\$ 132,650,928	\$ (5,440,538)
Local option sales taxes	25,765,298	25,765,298	13,000,916	(12,764,382)
Other taxes and licenses	4,823,000	4,823,000	3,716,657	(1,106,343)
Unrestricted intergovernmental revenues	3,123,000	3,123,000	304,389	(2,818,611)
Restricted intergovernmental revenues	15,414,818	15,960,872	12,276,478	(3,684,394)
Permits and fees	4,210,982	4,210,982	2,979,160	(1,231,822)
Sales and services	11,924,347	11,924,347	7,452,261	(4,472,086)
Investment earnings	300,650	490,650	677,886	187,236
Other	1,050,120	1,783,120	1,403,245	(379,875)
Total revenues	<u>204,703,681</u>	<u>206,172,735</u>	<u>174,461,920</u>	<u>(31,710,815)</u>
Expenditures:				
Current:				
General government	13,338,323	13,691,294	7,899,019	5,792,275
Central services	17,877,823	18,805,253	10,766,111	8,039,142
Public safety	49,074,086	50,288,253	29,334,567	20,953,686
Transportation	170,572	441,023	135,947	305,076
Environmental protection	18,083,019	18,485,259	10,330,448	8,154,811
Economic and physical development	8,199,637	8,781,286	3,713,879	5,067,407
Human services	27,173,559	27,491,229	14,741,031	12,750,198
Education	48,271,296	48,457,232	28,125,611	20,331,621
Culture and recreation	4,698,358	4,891,074	2,629,397	2,261,677
Debt Service:				
Principal retirement	13,623,306	13,623,306	4,328,304	9,295,002
Interest and fiscal charges	4,976,909	4,976,909	4,186,594	790,315
Total expenditures	<u>205,486,888</u>	<u>209,932,118</u>	<u>116,190,908</u>	<u>93,741,210</u>
Revenues over (under) expenditures	<u>(783,207)</u>	<u>(3,759,383)</u>	<u>58,271,012</u>	<u>62,030,395</u>
Other Financing Sources (Uses):				
Transfers from other funds	-	2,304,445	2,304,445	-
Transfers to other funds	(4,780,582)	(15,623,685)	(11,372,209)	4,251,476
Appropriated fund balance	<u>5,563,789</u>	<u>17,078,623</u>	<u>-</u>	<u>(17,078,623)</u>
Total other financing sources (uses)	<u>783,207</u>	<u>3,759,383</u>	<u>(9,067,764)</u>	<u>(12,827,147)</u>
Net change in fund balances	<u>\$ -</u>	<u>\$ -</u>	<u>49,203,248</u>	<u>\$ 49,203,248</u>
Fund balance, beginning of year			<u>80,752,724</u>	
Fund balance, end of year			<u>\$ 129,955,972</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Revenues:							
Ad Valorem Taxes:							
Current year taxes	\$135,091,466	\$135,091,466	\$130,486,692	\$ (4,604,774)	97%	\$ 123,945,212	\$115,163,136
Prior year taxes	2,300,000	2,300,000	1,694,744	(605,256)	74%	3,220,830	2,215,243
Penalties and interest	700,000	700,000	469,492	(230,508)	67%	1,067,844	552,041
	<u>138,091,466</u>	<u>138,091,466</u>	<u>132,650,928</u>	<u>(5,440,538)</u>	<u>96%</u>	<u>128,233,886</u>	<u>117,930,420</u>
Local Option Sales Taxes:							
Article 39 (1%)	10,507,770	10,507,770	5,641,834	(4,865,936)	54%	10,848,845	5,073,175
Article 40 (1/2%)	7,943,242	7,943,242	3,633,603	(4,309,639)	46%	7,963,614	3,227,131
Article 42 (1/2%)	7,314,286	7,314,286	3,725,479	(3,588,807)	51%	7,476,514	3,327,443
	<u>25,765,298</u>	<u>25,765,298</u>	<u>13,000,916</u>	<u>(12,764,382)</u>	<u>50%</u>	<u>26,288,973</u>	<u>11,627,749</u>
Other Taxes and Licenses:							
Scrap tire disposal fee	160,000	160,000	56,013	(103,987)	35%	183,492	47,864
Deed stamp excise tax	2,920,000	2,920,000	2,573,379	(346,621)	88%	3,744,657	2,022,018
Solid waste tax	48,000	48,000	16,801	(31,199)	35%	62,922	15,521
White goods disposal tax	45,000	45,000	16,114	(28,886)	36%	54,157	15,133
1% Occupancy Tax	1,650,000	1,650,000	1,054,350	(595,650)	64%	1,728,904	1,034,741
	<u>4,823,000</u>	<u>4,823,000</u>	<u>3,716,657</u>	<u>(1,106,343)</u>	<u>77%</u>	<u>5,774,132</u>	<u>3,135,277</u>
Unrestricted Intergovernmental:							
Medicaid hold harmless	2,500,000	2,500,000	-	(2,500,000)	0%	3,996,393	-
Beer and wine tax	248,000	248,000	-	(248,000)	0%	292,723	-
Jail fees	375,000	375,000	304,389	(70,611)	81%	479,987	183,251
	<u>3,123,000</u>	<u>3,123,000</u>	<u>304,389</u>	<u>(2,818,611)</u>	<u>10%</u>	<u>4,769,103</u>	<u>183,251</u>
Restricted Intergovernmental:							
State and federal grant	15,281,787	15,827,841	12,178,374	(3,649,467)	77%	18,344,018	7,366,521
ARRA federal grant	1,531	1,531	765	(766)	50%	3,055	1,524
Court facility fees	120,000	120,000	63,961	(56,039)	53%	126,095	62,147
Payments in lieu of taxes	-	-	100	100	na	4,169	-
ABC education requirement	-	-	-	-	na	10,501	10,501
ABC law enforcement service:	4,000	4,000	12,099	8,099	302%	8,519	8,519
State drug tax	7,500	7,500	21,179	13,679	282%	53,150	4,838
	<u>15,414,818</u>	<u>15,960,872</u>	<u>12,276,478</u>	<u>(3,684,394)</u>	<u>77%</u>	<u>18,549,507</u>	<u>7,454,050</u>
Permits and Fees:							
Bldg inspections and permit:	2,250,000	2,250,000	1,690,131	(559,869)	75%	2,791,372	1,641,742
Recording fees	775,000	775,000	524,682	(250,318)	68%	763,516	425,246
Fire inspection fees	100,000	100,000	122,798	22,798	123%	116,119	45,752
Concealed handgun permit	180,000	180,000	90,725	(89,275)	50%	212,170	105,305
Other permit and fees	905,982	905,982	550,824	(355,158)	61%	877,151	465,425
	<u>4,210,982</u>	<u>4,210,982</u>	<u>2,979,160</u>	<u>(1,231,822)</u>	<u>71%</u>	<u>4,760,328</u>	<u>2,683,470</u>
Sales and Services:							
Solid waste fees	2,600,000	2,600,000	1,792,796	(807,204)	69%	4,384,324	2,336,939
School resource officer reimb.	1,476,726	1,476,726	738,368	(738,358)	50%	1,447,763	708,553
Rents	13,930	13,930	10,595	(3,335)	76%	15,260	8,295
EMS Charges	4,576,000	4,576,000	2,878,507	(1,697,493)	63%	4,088,650	2,165,658
Public health user fees	835,050	835,050	536,124	(298,926)	64%	800,121	395,724
Sheriff animal prot. serv. fees	103,500	103,500	58,443	(45,057)	56%	96,101	58,624
Social services fees	70,500	70,500	36,105	(34,395)	51%	68,678	31,429
Public housing fees	38,991	38,991	14,276	(24,715)	37%	15,590	3,189
Tax collection fees	230,000	230,000	269,107	39,107	117%	265,586	237,973
Other sales and services	1,278,050	1,278,050	721,846	(556,204)	56%	1,530,423	770,758
Register of deeds	338,750	338,750	216,681	(122,069)	64%	331,673	183,112

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Sales and Services (continued):							
Marriage licenses	55,500	55,500	26,952	(28,548)	49%	50,103	28,334
Recreation services	307,350	307,350	152,461	(154,889)	50%	258,926	151,614
	<u>11,924,347</u>	<u>11,924,347</u>	<u>7,452,261</u>	<u>(4,472,086)</u>	62%	<u>13,353,198</u>	<u>7,080,202</u>
Investment earnings	<u>300,650</u>	<u>490,650</u>	<u>677,886</u>	<u>187,236</u>	138%	<u>835,673</u>	<u>409,048</u>
Other:							
Tax refunds - sales and gas tax	1,100	1,100	-	(1,100)	0%	-	-
ABC bottles taxes	45,000	45,000	37,788	(7,212)	84%	67,267	33,819
Cnty Brd of Alcohol Control	24,000	24,000	15,000	(9,000)	63%	28,500	13,500
Contributions	9,000	9,000	43,350	34,350	482%	89,796	57,627
Other revenues	971,020	1,704,020	1,307,107	(396,913)	77%	2,385,290	734,338
	<u>1,050,120</u>	<u>1,783,120</u>	<u>1,403,245</u>	<u>(379,875)</u>	79%	<u>2,570,853</u>	<u>839,284</u>
Total revenues	<u>204,703,681</u>	<u>206,172,735</u>	<u>174,461,920</u>	<u>(31,710,815)</u>	85%	<u>205,135,653</u>	<u>151,342,751</u>
Expenditures:							
General Government:							
Governing Body:							
Salaries	178,520	178,520	110,857	67,663	62%	171,670	105,144
Fringe benefits	71,938	71,938	26,671	45,267	37%	43,808	26,039
Operating costs	72,130	72,130	41,320	30,810	57%	68,961	43,023
	<u>322,588</u>	<u>322,588</u>	<u>178,848</u>	<u>143,740</u>	55%	<u>284,439</u>	<u>174,206</u>
County Administration:							
Salaries	640,071	640,071	430,339	209,732	67%	666,634	451,695
Fringe benefits	191,397	191,397	114,062	77,335	60%	184,359	121,113
Operating costs	46,630	46,630	13,854	32,776	30%	17,174	11,633
	<u>878,098</u>	<u>878,098</u>	<u>558,255</u>	<u>319,843</u>	64%	<u>868,167</u>	<u>584,441</u>
Human Resources:							
Salaries	326,174	326,174	200,064	126,110	61%	313,173	201,462
Fringe benefits	113,977	113,977	67,886	46,091	60%	102,908	64,561
Operating costs	11,900	11,900	4,038	7,862	34%	6,004	3,763
	<u>452,051</u>	<u>452,051</u>	<u>271,988</u>	<u>180,063</u>	60%	<u>422,085</u>	<u>269,786</u>
Finance:							
Salaries	854,960	854,960	526,228	328,732	62%	825,139	503,988
Fringe benefits	289,386	289,386	172,077	117,309	59%	273,593	165,555
Operating costs	447,040	460,833	333,265	127,568	72%	424,847	335,690
	<u>1,591,386</u>	<u>1,605,179</u>	<u>1,031,570</u>	<u>573,609</u>	64%	<u>1,523,579</u>	<u>1,005,233</u>
Tax Administration:							
Salaries	2,550,065	2,550,065	1,493,952	1,056,113	59%	2,288,792	1,402,807
Fringe benefits	971,317	971,317	559,573	411,744	58%	843,676	503,605
Operating costs	1,044,135	1,044,135	512,679	531,456	49%	856,470	453,526
	<u>4,565,517</u>	<u>4,565,517</u>	<u>2,566,204</u>	<u>1,999,313</u>	56%	<u>3,988,938</u>	<u>2,359,938</u>
County Attorney:							
Salaries	395,036	395,036	245,503	149,533	62%	379,107	225,960
Fringe benefits	120,657	120,657	71,506	49,151	59%	107,408	62,521
Operating costs	193,450	193,450	28,767	164,683	15%	44,559	34,683
	<u>709,143</u>	<u>709,143</u>	<u>345,776</u>	<u>363,367</u>	49%	<u>531,074</u>	<u>323,164</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Court Facilities:							
Operating costs	262,724	262,724	83,297	179,427	32%	197,290	91,963
Board of Elections:							
Salaries	604,838	604,838	263,277	341,561	44%	478,570	358,741
Fringe benefits	141,854	141,854	72,388	69,466	51%	117,888	72,917
Operating costs	243,557	488,081	289,779	198,302	59%	161,636	146,176
Capital outlay	-	305,571	305,103	468	100%	-	-
	990,249	1,540,344	930,547	609,797	60%	758,094	577,834
Register of Deeds:							
Salaries	720,609	720,609	419,779	300,830	58%	652,951	407,631
Fringe benefits	310,237	310,237	174,483	135,754	56%	278,118	167,007
Operating costs	1,835,721	1,835,721	1,338,272	497,449	73%	2,203,989	1,091,751
	2,866,567	2,866,567	1,932,534	934,033	67%	3,135,058	1,666,389
Contingency:							
Operating Costs	700,000	489,083	-	489,083	0%	-	-
Total general government	13,338,323	13,691,294	7,899,019	5,792,275	58%	11,708,724	7,052,954
Central Services:							
Management Information Systems:							
Salaries	1,142,561	1,142,561	690,840	451,721	60%	1,132,217	694,540
Fringe benefits	386,420	386,420	225,638	160,782	58%	364,123	216,480
Operating costs	1,307,700	1,672,827	635,419	1,037,408	38%	1,047,490	411,794
Capital outlay	36,000	37,750	-	37,750	0%	127,542	127,542
	2,872,681	3,239,558	1,551,897	1,687,661	48%	2,671,372	1,450,356
Fleet Services:							
Salaries	684,543	684,543	368,459	316,084	54%	612,114	380,832
Fringe benefits	268,744	268,744	140,992	127,752	52%	227,228	140,796
Operating costs	363,600	386,756	50,978	335,778	13%	283,322	(28,052)
Capital outlay	377,000	394,773	29,590	365,183	7%	51,667	26,786
	1,693,887	1,734,816	590,019	1,144,797	34%	1,174,331	520,362
Engineering:							
Salaries	447,982	447,982	265,194	182,788	59%	411,650	244,509
Fringe benefits	149,204	149,204	83,942	65,262	56%	130,231	75,054
Operating costs	40,750	40,750	17,024	23,726	42%	27,768	9,608
Capital outlay	-	-	-	-	na	29,594	-
	637,936	637,936	366,160	271,776	57%	599,243	329,171
Operation Services:							
Salaries	2,337,175	2,337,175	1,467,160	870,015	63%	2,255,410	1,426,593
Fringe benefits	977,428	977,428	577,505	399,923	59%	893,566	538,819
Operating costs	3,214,332	3,637,956	1,807,370	1,830,586	50%	10,820,183	6,157,362
Capital outlay	499,500	499,500	471,529	27,971	94%	303,662	10,820
	7,028,435	7,452,059	4,323,564	3,128,495	58%	14,272,821	8,133,594
Non-departmental:							
Fringe benefits	5,371,665	5,371,665	3,525,060	1,846,605	66%	5,168,930	3,167,384
Operating costs	273,219	329,219	372,936	(43,717)	113%	836,724	860,893
Capital outlay	-	40,000	36,475	3,525	91%	-	-
	5,644,884	5,740,884	3,934,471	1,806,413	69%	6,005,654	4,028,277
Total central services	17,877,823	18,805,253	10,766,111	8,039,142	57%	24,723,421	14,461,760

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Public Safety:							
District Attorney:							
Operating costs	53,000	53,000	4,419	48,581	8%	19,412	3,491
Sheriff:							
Salaries	10,640,762	10,640,762	6,717,828	3,922,934	63%	11,078,018	7,099,548
Fringe benefits	3,835,042	3,835,042	2,266,256	1,568,786	59%	3,699,863	2,269,159
Operating costs	2,791,252	3,207,891	1,701,491	1,506,400	53%	3,634,459	2,534,500
Capital outlay	1,306,506	1,286,976	538,213	748,763	42%	932,734	782,492
	18,573,562	18,970,671	11,223,788	7,746,883	59%	19,345,074	12,685,699
Detention Center:							
Salaries	4,889,007	4,889,007	3,005,956	1,883,051	61%	4,552,769	2,842,911
Fringe benefits	1,882,729	1,882,729	1,069,049	813,680	57%	1,599,087	971,811
Operating costs	2,912,780	2,909,230	1,640,198	1,269,032	56%	2,576,068	1,546,169
Capital outlay	200,430	501,057	261,283	239,774	52%	472,344	420,934
	9,884,946	10,182,023	5,976,486	4,205,537	59%	9,200,268	5,781,825
Emergency Medical:							
Salaries	5,867,157	5,908,885	3,929,023	1,979,862	66%	5,742,476	3,598,736
Fringe benefits	2,091,209	2,108,837	1,249,512	859,325	59%	1,849,724	1,123,232
Operating costs	1,699,942	1,735,907	1,014,991	720,916	58%	1,523,755	880,722
Capital outlay	1,571,242	1,897,995	1,297,540	600,455	68%	1,233,100	837,908
	11,229,550	11,651,624	7,491,066	4,160,558	64%	10,349,055	6,440,598
Emergency Management:							
Salaries	299,165	257,437	168,042	89,395	65%	239,661	158,575
Fringe benefits	99,577	81,949	46,172	35,777	56%	64,796	41,428
Operating costs	412,035	433,706	190,766	242,940	44%	706,535	484,017
Capital outlay	1,140,730	1,126,059	17,254	1,108,805	2%	71,700	50,000
	1,951,507	1,899,151	422,234	1,476,917	22%	1,082,692	734,020
Other Agencies:							
Fire districts	60,000	60,000	30,000	30,000	50%	60,000	30,000
Rescue Squads	331,800	331,800	91,275	240,525	28%	332,800	155,150
	391,800	391,800	121,275	270,525	31%	392,800	185,150
Building Inspections and Central Permitting							
Salaries	1,572,169	1,659,169	974,748	684,421	59%	1,758,298	1,046,867
Fringe benefits	546,526	546,526	336,266	210,260	62%	556,986	321,537
Operating costs	132,014	132,014	66,420	65,594	50%	198,332	103,426
Capital outlay	60,000	60,000	52,439	7,561	87%	144,854	58,815
	2,310,709	2,397,709	1,429,873	967,836	60%	2,658,470	1,530,645
Fire Inspections							
Salaries	351,342	351,342	195,404	155,938	56%	-	-
Fringe benefits	117,503	117,503	56,056	61,447	48%	-	-
Operating costs	58,700	58,700	31,688	27,012	54%	-	-
Capital outlay	60,000	60,000	57,893	2,107	96%	-	-
	587,545	587,545	341,041	246,504	58%	-	-
Central Communications:							
Salaries	1,827,531	1,808,531	1,045,037	763,494	58%	1,714,905	1,080,004
Fringe benefits	692,092	692,092	373,639	318,453	54%	598,577	357,343
Operating costs	310,994	320,320	144,863	175,457	45%	145,264	91,926
Capital outlay	93,096	112,096	31,652	80,444	28%	110,753	21,904
	2,923,713	2,933,039	1,595,191	1,337,848	54%	2,569,499	1,551,177

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Animal Protective Services:							
Salaries	599,348	599,348	373,138	226,210	62%	638,513	412,536
Fringe benefits	231,306	231,306	141,141	90,165	61%	233,068	143,398
Operating costs	305,100	357,353	182,218	175,135	51%	297,175	166,965
Capital outlay	32,000	33,684	32,697	987	97%	-	-
	<u>1,167,754</u>	<u>1,221,691</u>	<u>729,194</u>	<u>492,497</u>	60%	<u>1,168,756</u>	<u>722,899</u>
Total public safety	<u>49,074,086</u>	<u>50,288,253</u>	<u>29,334,567</u>	<u>20,953,686</u>	58%	<u>46,786,026</u>	<u>29,635,504</u>
Transportation:							
Cape Fear Regional Jetport	111,000	111,000	83,250	27,750	75%	97,000	72,750
Odell Williamson Mun. Air.	27,500	27,500	20,625	6,875	75%	27,500	20,625
Cape Fear Transp. Authority	32,072	32,072	32,072	-	100%	31,138	31,138
Brunswick Transit System	-	270,451	-	270,451	0%	292,315	292,315
Total transportation	<u>170,572</u>	<u>441,023</u>	<u>135,947</u>	<u>305,076</u>	31%	<u>447,953</u>	<u>416,828</u>
Environmental Protection:							
Solid Waste:							
Salaries	376,996	376,996	223,049	153,947	59%	335,562	221,844
Fringe benefits	150,385	150,385	83,785	66,600	56%	124,930	80,000
Operating costs	16,686,895	17,089,135	9,617,143	7,471,992	56%	16,545,228	9,545,346
Capital outlay	627,000	627,000	302,500	324,500	48%	212,590	202,590
	<u>17,841,276</u>	<u>18,243,516</u>	<u>10,226,477</u>	<u>8,017,039</u>	56%	<u>17,218,310</u>	<u>10,049,780</u>
Other:							
Forestry services	241,743	241,743	103,971	137,772	43%	203,391	85,734
	<u>241,743</u>	<u>241,743</u>	<u>103,971</u>	<u>137,772</u>	43%	<u>203,391</u>	<u>85,734</u>
Total environmental protection	<u>18,083,019</u>	<u>18,485,259</u>	<u>10,330,448</u>	<u>8,154,811</u>	56%	<u>17,421,701</u>	<u>10,135,514</u>
Economic Development:							
Community Enforcement:							
Salaries	187,816	187,816	83,749	104,067	45%	154,354	81,512
Fringe benefits	75,102	75,102	32,423	42,679	43%	58,902	30,184
Operating costs	20,115	20,115	4,508	15,607	22%	13,262	7,297
Capital outlay	32,000	32,000	23,717	8,283	74%	29,705	29,705
	<u>315,033</u>	<u>315,033</u>	<u>144,397</u>	<u>170,636</u>	46%	<u>256,223</u>	<u>148,698</u>
Planning:							
Salaries	464,379	464,379	289,317	175,062	62%	426,308	258,546
Fringe benefits	169,705	169,705	95,124	74,581	56%	139,467	85,519
Operating costs	398,700	411,100	69,795	341,305	17%	115,344	66,391
Capital outlay	-	-	-	-	na	23,939	23,939
	<u>1,032,784</u>	<u>1,045,184</u>	<u>454,236</u>	<u>590,948</u>	43%	<u>705,058</u>	<u>434,395</u>
Cooperative Extension:							
Salaries	308,110	348,148	115,256	232,892	33%	302,039	172,683
Fringe benefits	147,782	150,845	39,114	111,731	26%	118,133	60,068
Operating costs	124,983	142,580	62,519	80,061	44%	122,603	51,324
Capital outlay	-	5,350	5,350	-	100%	36,053	36,053
	<u>580,875</u>	<u>646,923</u>	<u>222,239</u>	<u>424,684</u>	34%	<u>578,828</u>	<u>320,128</u>
Soil and Water Conservation:							
Salaries	165,517	165,517	103,924	61,593	63%	159,085	99,321
Fringe benefits	61,737	61,737	37,384	24,353	61%	58,171	35,259
Operating costs	17,350	17,350	6,705	10,645	39%	16,949	7,413
	<u>244,604</u>	<u>244,604</u>	<u>148,013</u>	<u>96,591</u>	61%	<u>234,205</u>	<u>141,993</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Public Housing Section 8:							
Salaries	131,246	131,246	77,373	53,873	59%	106,826	56,346
Fringe benefits	55,565	55,565	31,988	23,577	58%	42,330	21,549
Operating costs	2,168,330	2,174,330	1,112,630	1,061,700	51%	1,916,764	1,109,271
	<u>2,355,141</u>	<u>2,361,141</u>	<u>1,221,991</u>	<u>1,139,150</u>	52%	<u>2,065,920</u>	<u>1,187,166</u>
1% Occupancy Tax:							
Operating costs	<u>1,650,000</u>	<u>1,650,000</u>	<u>1,054,350</u>	<u>595,650</u>	64%	<u>1,728,904</u>	<u>1,034,741</u>
Other Economic Development:							
Holden Beach Special							
Obligation Bond	1,396,200	1,396,200	-	1,396,200	0%	-	-
Lockwood Folly & Shallotte	-	246,977	149,903	97,074	61%	190,000	191,665
Dredging							
Reserve for shoreline	200,000	450,224	-	450,224	0%	7,799	6,134
Brunswick Busines &	425,000	425,000	318,750	106,250	75%	425,000	318,750
Industry Development	<u>2,021,200</u>	<u>2,518,401</u>	<u>468,653</u>	<u>2,049,748</u>	19%	<u>622,799</u>	<u>516,549</u>
Total economic development	<u>8,199,637</u>	<u>8,781,286</u>	<u>3,713,879</u>	<u>5,067,407</u>	42%	<u>6,191,937</u>	<u>3,783,670</u>
Human Services:							
Health:							
Administration:							
Salaries	2,406,010	2,406,010	1,497,689	908,321	62%	2,382,456	1,496,090
Fringe benefits	1,263,557	1,263,557	763,015	500,542	60%	1,202,433	722,877
Operating costs	285,325	282,325	120,158	162,167	43%	214,808	126,088
Capital outlay	82,200	85,200	85,068	132	100%	29,449	-
	<u>4,037,092</u>	<u>4,037,092</u>	<u>2,465,930</u>	<u>1,571,162</u>	61%	<u>3,829,146</u>	<u>2,345,055</u>
Communicable Diseases:							
Operating costs	<u>420,137</u>	<u>420,137</u>	<u>266,033</u>	<u>154,104</u>	63%	<u>302,020</u>	<u>212,969</u>
Adult Health Maintenance:							
Operating costs	<u>476,075</u>	<u>507,514</u>	<u>89,854</u>	<u>417,660</u>	18%	<u>160,784</u>	<u>67,585</u>
Senior Health							
Salaries	56,283	56,283	42,940	13,343	76%	52,954	32,261
Fringe benefits	22,252	22,252	14,314	7,938	64%	20,830	12,342
Operating costs	3,835	3,835	1,817	2,018	47%	3,311	1,884
	<u>82,370</u>	<u>82,370</u>	<u>59,071</u>	<u>23,299</u>	72%	<u>77,095</u>	<u>46,487</u>
Maternal and Child Health:							
Salaries	383,578	383,578	185,443	198,135	48%	322,066	214,408
Fringe benefits	168,858	168,858	79,481	89,377	47%	133,138	84,929
Operating costs	593,025	625,372	277,355	348,017	44%	529,692	263,218
Capital outlay	-	-	-	-	na	6,222	6,222
	<u>1,145,461</u>	<u>1,177,808</u>	<u>542,279</u>	<u>635,529</u>	46%	<u>991,118</u>	<u>568,777</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Environmental Health:							
Salaries	1,158,046	1,158,046	713,439	444,607	62%	1,086,498	670,777
Fringe benefits	415,172	415,172	245,022	170,150	59%	364,134	216,200
Operating costs	192,126	192,126	99,414	92,712	52%	366,434	299,837
Capital outlay	28,000	28,000	26,063	1,937	93%	78,010	78,010
	<u>1,793,344</u>	<u>1,793,344</u>	<u>1,083,938</u>	<u>709,406</u>	60%	<u>1,895,076</u>	<u>1,264,824</u>
Total health	<u>7,954,479</u>	<u>8,018,265</u>	<u>4,507,105</u>	<u>3,511,160</u>	56%	<u>7,255,239</u>	<u>4,505,697</u>
Veterans' Services:							
Salaries	139,150	139,150	82,468	56,682	59%	137,542	87,893
Fringe benefits	55,433	55,433	32,637	22,796	59%	51,114	30,283
Operating costs	15,637	15,637	7,804	7,833	50%	13,484	7,045
Total veterans' services	<u>210,220</u>	<u>210,220</u>	<u>122,909</u>	<u>87,311</u>	58%	<u>202,140</u>	<u>125,221</u>
Social Services:							
Administration:							
Salaries	7,459,072	7,459,072	4,351,933	3,107,139	58%	6,898,625	4,325,501
Fringe benefits	3,658,637	3,658,637	1,989,181	1,669,456	54%	3,183,572	1,918,079
Operating costs	2,940,115	2,953,115	1,240,002	1,713,113	42%	2,320,407	1,231,816
Capital outlay	-	-	-	-	na	56,475	56,475
	<u>14,057,824</u>	<u>14,070,824</u>	<u>7,581,116</u>	<u>6,489,708</u>	54%	<u>12,459,079</u>	<u>7,531,871</u>
Other Operating Costs:							
Medical assistance	20,000	20,000	907	19,093	5%	3,078	848
Aid to the blind	8,153	8,153	8,153	-	100%	7,845	7,845
Adoption assistance	280,000	280,000	127,479	152,521	46%	231,539	134,837
Special assistance	470,000	470,000	159,774	310,226	34%	357,920	198,373
Foster care	950,000	950,000	270,178	679,822	28%	612,755	325,452
State foster home	335,000	335,000	219,893	115,107	66%	403,299	218,690
Special assistance	25,121	25,121	16,200	8,921	64%	22,320	11,690
Day care	23,000	23,000	-	23,000	0%	-	-
Special child adopt. assistance	-	82,683	14,263	68,420	17%	70,648	40,655
	<u>2,111,274</u>	<u>2,193,957</u>	<u>816,847</u>	<u>1,377,110</u>	37%	<u>1,709,404</u>	<u>938,390</u>
Total social services	<u>16,169,098</u>	<u>16,264,781</u>	<u>8,397,963</u>	<u>7,866,818</u>	52%	<u>14,168,483</u>	<u>8,470,261</u>
Other Human Services:							
Trillium Health Resources	250,443	250,443	125,222	125,221	50%	250,443	125,222
Brunswick Senior Resources	2,589,319	2,589,319	1,510,438	1,078,881	58%	2,482,419	1,436,745
Other human services	-	158,201	77,394	80,807	49%	127,095	73,299
	<u>2,839,762</u>	<u>2,997,963</u>	<u>1,713,054</u>	<u>1,284,909</u>	57%	<u>2,859,957</u>	<u>1,635,266</u>
Total human services	<u>27,173,559</u>	<u>27,491,229</u>	<u>14,741,031</u>	<u>12,750,198</u>	54%	<u>24,485,819</u>	<u>14,736,445</u>
Education:							
Public schools	42,840,126	42,840,126	24,990,077	17,850,049	58%	39,918,820	23,285,983
Public schools - capital outlay	898,744	898,744	524,265	374,479	58%	837,458	488,523
Community college	4,209,426	4,395,362	2,422,850	1,972,512	55%	4,096,380	2,406,707
Community college - cap. out.	323,000	323,000	188,419	134,581	58%	365,000	287,500
Total education	<u>48,271,296</u>	<u>48,457,232</u>	<u>28,125,611</u>	<u>20,331,621</u>	58%	<u>45,217,658</u>	<u>26,468,713</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR**

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2020</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>January 31, 2019</u>
Culture and Recreation:							
Parks and Recreation:							
Administration:							
Salaries	694,475	694,475	414,116	280,359	60%	652,255	411,458
Fringe benefits	200,270	200,270	119,154	81,116	59%	188,537	115,015
Operating costs	683,310	683,310	296,675	386,635	43%	667,725	318,311
Capital outlay	32,000	194,810	28,649	166,161	15%	202,680	69,226
	<u>1,610,055</u>	<u>1,772,865</u>	<u>858,594</u>	<u>914,271</u>	<u>48%</u>	<u>1,711,197</u>	<u>914,010</u>
Maintenance:							
Salaries	806,855	806,855	482,699	324,156	60%	778,658	484,810
Fringe benefits	320,810	320,810	185,569	135,241	58%	300,669	179,726
Operating costs	412,470	437,638	242,622	195,016	55%	392,098	150,337
Capital outlay	157,500	152,000	105,880	46,120	70%	133,792	68,716
	<u>1,697,635</u>	<u>1,717,303</u>	<u>1,016,770</u>	<u>700,533</u>	<u>59%</u>	<u>1,605,217</u>	<u>883,589</u>
Total Parks and Recreation	<u>3,307,690</u>	<u>3,490,168</u>	<u>1,875,364</u>	<u>1,614,804</u>	<u>54%</u>	<u>3,316,414</u>	<u>1,797,599</u>
Brunswick County Library:							
Salaries	811,285	811,285	465,739	345,546	57%	777,553	470,742
Fringe benefits	330,483	330,483	183,753	146,730	56%	304,260	179,286
Operating costs	248,900	259,138	104,541	154,597	40%	210,590	100,683
	<u>1,390,668</u>	<u>1,400,906</u>	<u>754,033</u>	<u>646,873</u>	<u>54%</u>	<u>1,292,403</u>	<u>750,711</u>
Total culture and recreation	<u>4,698,358</u>	<u>4,891,074</u>	<u>2,629,397</u>	<u>2,261,677</u>	<u>54%</u>	<u>4,608,817</u>	<u>2,548,310</u>
Debt Service:							
Principal retirement	13,623,306	13,623,306	4,328,304	9,295,002	32%	11,233,460	163,460
Interest and fees	4,976,909	4,976,909	4,186,594	790,315	84%	2,224,964	1,278,849
Total debt service	<u>18,600,215</u>	<u>18,600,215</u>	<u>8,514,898</u>	<u>10,085,317</u>	<u>46%</u>	<u>13,458,424</u>	<u>1,442,309</u>
Total expenditures	<u>205,486,888</u>	<u>209,932,118</u>	<u>116,190,908</u>	<u>93,741,210</u>	<u>55%</u>	<u>195,050,480</u>	<u>110,682,007</u>
Revenues over (under) expenditures	<u>(783,207)</u>	<u>(3,759,383)</u>	<u>58,271,012</u>	<u>62,030,395</u>	<u>-1550%</u>	<u>10,085,173</u>	<u>40,660,744</u>
Transfers From Other Funds:							
Transfer from county capital project fund	-	2,304,445	2,304,445	-	100%	-	-
Transfer from health ins. internal service fund	-	-	-	-	na	3,172,028	-
	<u>-</u>	<u>2,304,445</u>	<u>2,304,445</u>	<u>-</u>	<u>100%</u>	<u>3,172,028</u>	<u>-</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - GENERAL FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR PRIOR YEAR

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Transfers To Other Funds:							
Transfer to county capital projects fund	-	(8,425,021)	(8,425,021)	-	100%	(2,550,000)	(2,550,000)
Transfer to emergency telephone system fund	-	(113,637)	-	113,637	0%	-	-
Transfer to school capital projects fund	(4,780,582)	(7,085,027)	(2,947,188)	4,137,839	42%	(5,859,022)	(264,190)
	(4,780,582)	(15,623,685)	(11,372,209)	4,251,476	73%	(8,409,022)	(2,814,190)
Budgetary Financing Sources (Uses):							
Appropriated fund balance	5,563,789	17,078,623	-	(17,078,623)	0%	-	-
Total other financing sources (uses)	783,207	3,759,383	(9,067,764)	(12,827,147)	-241%	(5,236,994)	(2,814,190)
Net change in fund balance	\$ -	\$ -	49,203,248	\$ 49,203,248		4,848,179	37,846,554
Fund balance, beginning of year			80,752,724			75,904,545	75,904,545
Fund balance, end of year			<u>\$129,955,972</u>			<u>\$ 80,752,724</u>	<u>\$113,751,099</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - COUNTY CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2020

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental-NC Dept. of Transportation	\$ 25,620,680	\$ 21,885,669	\$ 2,386,235	\$ 24,271,904
Restricted intergovernmental-NC Parks & Rec. Trust Fund	750,500	-	-	-
Investment earnings	128,008	549,928	212,288	762,216
Performance bonds	290,876	290,876	-	290,876
Other	621,500	565,587	-	565,587
Total revenues	<u>27,411,564</u>	<u>23,292,060</u>	<u>2,598,523</u>	<u>25,890,583</u>
Expenditures:				
General Government:				
Court House Renovation	11,951,550	491,830	181,430	673,260
Court House Parking Lot	1,176,070	283,096	674,257	957,353
	<u>13,127,620</u>	<u>774,926</u>	<u>855,687</u>	<u>1,630,613</u>
Environmental protection:				
Landfill Transfer Station	337,000	-	-	-
Future Capital Projects	15,047,355	-	-	-
	<u>15,384,355</u>	<u>-</u>	<u>-</u>	<u>-</u>
Economic Development:				
Springlake at Maritime Shores	274,585	-	-	-
	<u>274,585</u>	<u>-</u>	<u>-</u>	<u>-</u>
Cultural and recreation:				
OIB Park Improvements	5,850,000	5,684,466	53,936	5,738,402
Smithville Park Improvements	6,189,666	5,936,008	31,156	5,967,164
Brunswick Waterway Park Improvements	644,083	111,137	93,638	204,775
Waccamaw Multiuse Building	311,000	-	4,463	4,463
	<u>12,994,749</u>	<u>11,731,611</u>	<u>183,193</u>	<u>11,914,804</u>
Transportation:				
Airport Improvements	26,848,905	23,617,147	2,219,854	25,837,001
Other:				
Future Capital Projects	1,763,995	-	-	-
Total expenditures	<u>70,394,209</u>	<u>36,123,684</u>	<u>3,258,734</u>	<u>39,382,418</u>
Revenues over (under) expenditures	(42,982,645)	(12,831,624)	(660,211)	(13,491,835)
Other Financing Sources (Uses):				
Appropriated fund balance	4,805,618	-	-	-
Transfer from general fund	42,470,911	34,045,893	8,425,021	42,470,914
Transfer to general fund	(4,293,884)	(1,989,439)	(2,304,445)	(4,293,884)
Total other financing sources (uses)	<u>42,982,645</u>	<u>32,056,454</u>	<u>6,120,576</u>	<u>38,177,030</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 19,224,830</u>	<u>5,460,365</u>	<u>\$ 24,685,195</u>
Fund balance, beginning of year			24,049,309	
Fund balance, end of year			<u>\$ 29,509,674</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES
BUDGET TO ACTUAL - EDUCATION CAPITAL PROJECTS FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2020

	Project Budget	Actual		
		Prior Years	Current Year	Total to Date
Revenues:				
NC Public Education Lottery	\$ 7,082,039	\$ 7,092,797	\$ -	\$ 7,092,797
Investment earnings	1,211,937	1,524,462	79,252	1,603,714
Investment earnings-debt proceeds	5,301	960,322	283,988	1,244,310
Total revenues	<u>8,299,277</u>	<u>9,577,581</u>	<u>363,240</u>	<u>9,940,821</u>
Expenditures:				
Brunswick County Schools	133,193,008	85,673,430	14,665,689	100,339,119
Brunswick Community College	33,998,159	31,523,490	892,752	32,416,242
Total expenditures	<u>167,191,167</u>	<u>117,196,920</u>	<u>15,558,441</u>	<u>132,755,361</u>
Revenues over (under) expenditures	(158,891,890)	(107,619,339)	(15,195,201)	(122,814,540)
Other Financing Sources (Uses):				
Transfer from general fund	65,161,288	58,076,260	2,947,188	61,023,448
Transfer to general fund	(314,013)	(314,013)	-	(314,013)
Premium on bonds issued	3,471,659	3,471,660	-	3,471,660
Debt financing issued	84,020,543	79,955,000	-	79,955,000
Appropriated fund balance	6,552,413	-	-	-
Total other financing sources (uses)	<u>158,891,890</u>	<u>141,188,907</u>	<u>2,947,188</u>	<u>144,136,095</u>
Net change in fund balance	<u>\$ -</u>	<u>\$ 33,569,568</u>	(12,248,013)	<u>\$ 21,321,555</u>
Fund balance, beginning of year			<u>40,121,982</u>	
Fund balance, end of year			<u>\$ 27,873,969</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2020

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Assets:				
Cash and cash equivalents/investments	\$ 1,181,292	\$ -	\$ 899,612	\$ 2,080,904
Interest receivable	2,382	-	1,899	4,281
Total assets	<u>1,183,674</u>	<u>-</u>	<u>901,511</u>	<u>2,085,185</u>
Liabilities:				
Accounts payable and other liabilities	1,660	22	4,669	6,351
Due to other funds	-	43,420	-	43,420
Total liabilities	<u>1,660</u>	<u>43,442</u>	<u>4,669</u>	<u>49,771</u>
Fund Balance:				
Stabilization by State Statute	2,382	-	1,899	4,281
Restricted - other	1,179,632	-	894,943	2,074,575
Unassigned	-	(43,442)	-	(43,442)
Total fund balances	<u>1,182,014</u>	<u>(43,442)</u>	<u>896,842</u>	<u>2,035,414</u>
Total liabilities, deferred inflow of resources and fund balances	<u>\$ 1,183,674</u>	<u>\$ -</u>	<u>\$ 901,511</u>	<u>\$ 2,085,185</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING STATEMENT OF REVENUES, EXPENDITURES
AND CHANGES IN FUND BALANCE
NON MAJOR SPECIAL REVENUE GOVERNMENTAL FUNDS
FOR THE PERIOD ENDED JANUARY 31, 2020

	Emergency Telephone System Fund	Grant Project	ROD- Technology Enhancement Fund	Total
Revenues:				
Restricted intergovernmental	\$ 378,956	\$ 138,232	\$ -	\$ 517,188
Permits and fees	-	-	106,585	106,585
Investment earnings	8,749	-	7,065	15,814
Total revenues	<u>387,705</u>	<u>138,232</u>	<u>113,650</u>	<u>639,587</u>
Expenditures:				
General government	-	181,674	71,170	252,844
Public safety	250,796	-	-	250,796
Total expenditures	<u>250,796</u>	<u>181,674</u>	<u>71,170</u>	<u>503,640</u>
Revenues over (under) expenditures	136,909	(43,442)	42,480	135,947
Fund balance, beginning of year	<u>1,045,105</u>	<u>-</u>	<u>854,362</u>	<u>1,899,467</u>
Fund balance, end of year	<u>\$ 1,182,014</u>	<u>\$ (43,442)</u>	<u>\$ 896,842</u>	<u>\$ 2,035,414</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
ACTUAL AND CHANGES IN FUND BALANCE - EMERGENCY TELEPHONE SYSTEM FUND
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019**

	Budget	January 31, 2020	Variance Positive (Negative)	June 30, 2019	January 31, 2019
Revenues:					
Restricted intergovernmental	\$ 757,913	\$ 378,956	\$ (378,957)	\$ 548,007	\$ 274,004
Investment earnings	-	8,749	8,749	10,129	5,333
Total revenues	<u>757,913</u>	<u>387,705</u>	<u>(370,208)</u>	<u>558,136</u>	<u>279,337</u>
Expenditures:					
Operating costs	811,678	250,796	560,882	572,264	236,963
Capital outlay	<u>59,872</u>	-	<u>59,872</u>	-	-
Total expenditures	<u>871,550</u>	<u>250,796</u>	<u>620,754</u>	<u>572,264</u>	<u>236,963</u>
Revenues over (under) expenditures	(113,637)	136,909	250,546	(14,128)	42,374
Other Financing Sources (Uses):					
Transfers from general fund	<u>113,637</u>	-	<u>(113,637)</u>	-	-
Total other financing sources (uses)	<u>113,637</u>	-	<u>(113,637)</u>	-	-
Net change in fund balance	<u>\$ -</u>	136,909	<u>\$ 136,909</u>	(14,128)	42,374
Fund balance, beginning of year		<u>1,045,105</u>		<u>1,059,233</u>	<u>1,059,233</u>
Fund balance, end of year		<u>\$ 1,182,014</u>		<u>\$ 1,045,105</u>	<u>\$ 1,101,607</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO
ACTUAL - GRANT PROJECT FUND
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2020**

	Project Authorization	Actual		
		Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental	\$ 2,180,527	\$ 224,060	\$ 138,232	\$ 362,292
Expenditures:				
SAMHSA Expansion Grant FY 19-24	800,000	-	173,274	173,274
SAMHSA	1,380,527	224,060	8,400	232,460
Total expenditures	2,180,527	224,060	181,674	405,734
Net change in fund balance	<u>\$ -</u>	<u>\$ -</u>	(43,442)	<u>\$ (43,442)</u>
Fund balance, beginning of year			-	
Fund balance, end of year			<u>\$ (43,442)</u>	

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND
 ACTUAL AND CHANGES IN FUND BALANCE -
 REGISTER OF DEEDS TECHNOLOGY ENHANCEMENT FUND
 FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019**

	Budget	January 31, 2020	Variance Positive (Negative)	June 30, 2019	January 31, 2019
Revenues:					
Permits and fees	\$ 165,500	\$ 106,585	\$ (58,915)	\$ 148,446	\$ 82,365
Investment earnings	6,000	7,065	1,065	8,097	4,447
Total revenues	<u>171,500</u>	<u>113,650</u>	<u>(57,850)</u>	<u>156,543</u>	<u>86,812</u>
Expenditures:					
General government	<u>201,276</u>	<u>71,170</u>	<u>130,106</u>	<u>154,335</u>	<u>80,967</u>
Revenues over (under) expenditures	(29,776)	42,480	72,256	2,208	5,845
Other Financing Sources (Uses):					
Appropriated fund balance	<u>29,776</u>	<u>-</u>	<u>(29,776)</u>	<u>-</u>	<u>-</u>
Net change in fund balance	<u>\$ -</u>	42,480	<u>\$ 42,480</u>	2,208	5,845
Fund balance, beginning of year		<u>854,362</u>		<u>852,154</u>	<u>852,154</u>
Fund balance, end of year		<u>\$ 896,842</u>		<u>\$ 854,362</u>	<u>\$ 857,999</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WATER FUND (NON-GAAP)
JANUARY 31, 2020

	Water Fund	Water Capital Projects	Total
Current Assets:			
Cash, cash equivalents and investments	\$ 28,882,928	\$ -	\$ 28,882,928
Restricted cash	3,076,497	27,977,493	31,053,990
Interest receivable	66,048	728	66,776
Receivables and special assessments, net	2,962,236	-	2,962,236
Due from other governmental agencies	227,511	158	227,669
Due from other funds	2,284,428	-	2,284,428
Inventories	1,598,543	-	1,598,543
Total current assets	<u>39,098,191</u>	<u>27,978,379</u>	<u>67,076,570</u>
Current Liabilities:			
Accounts payable and other liabilities	350,324	-	350,324
Customer deposits	2,004,412	-	2,004,412
Interest payable	247,889	-	247,889
Current portion of debt	1,425,773	-	1,425,773
Due to other funds	-	2,284,428	2,284,428
Total current liabilities	<u>4,028,398</u>	<u>2,284,428</u>	<u>6,312,826</u>
Expendable net position	35,069,793	25,693,951	60,763,744
Noncurrent Items:			
Non-depreciable capital assets	11,519,502	-	11,519,502
Depreciable capital assets, net	151,103,452	-	151,103,452
Deferred outflow	1,382,854	-	1,382,854
Net pension liability	(1,313,388)	-	(1,313,388)
Compensated absences	(412,090)	-	(412,090)
Total other post-employment liability	(10,615,965)	-	(10,615,965)
Non-current portion of debt	(49,151,055)	-	(49,151,055)
Deferred inflow	(1,937,151)	-	(1,937,151)
Total net position	<u>\$ 135,645,952</u>	<u>\$ 25,693,951</u>	<u>\$ 161,339,903</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL - WATER SYSTEM
OPERATING FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	<u>Original Budget</u>	<u>Current Budget</u>	<u>January 31, 2020</u>	<u>Variance Positive (Negative)</u>	<u>% of Budget</u>	<u>June 30, 2019</u>	<u>January 31, 2019</u>
Revenues:							
User charges	\$ 23,874,280	\$ 25,230,540	\$ 17,570,873	\$ (7,659,667)	70%	\$ 24,609,641	\$ 14,758,764
Restricted intergovernmental	-	-	714,195	714,195	na	-	-
Investment earnings	130,000	255,000	254,647	(353)	100%	287,874	157,127
Other	622,985	724,304	345,598	(378,706)	48%	687,391	241,398
Total revenues	<u>24,627,265</u>	<u>26,209,844</u>	<u>18,885,313</u>	<u>(7,324,531)</u>	72%	<u>25,584,906</u>	<u>15,157,289</u>
Expenditures:							
Salaries	5,231,310	5,230,789	3,145,889	2,084,900	60%	5,011,538	3,152,951
Fringe benefits	2,421,427	2,429,167	1,433,882	995,285	59%	2,192,381	1,347,683
Operating expenditures	7,271,573	8,400,859	4,369,161	4,031,698	52%	9,156,206	4,908,020
Repairs and maintenance	1,823,751	3,159,133	1,769,218	1,389,915	56%	1,315,564	651,113
Capital outlay	2,791,000	5,036,935	1,912,663	3,124,272	38%	1,788,696	1,189,979
Debt Service:							
Principal	1,280,113	1,284,176	245,972	1,038,204	19%	1,220,859	82,103
Interest	956,203	952,141	530,510	421,631	56%	1,021,066	572,354
Total expenditures	<u>21,775,377</u>	<u>26,493,200</u>	<u>13,407,295</u>	<u>13,085,905</u>	51%	<u>21,706,310</u>	<u>11,904,203</u>
Revenues over (under) expenditures	2,851,888	(283,356)	5,478,018	5,761,374	-1933%	3,878,596	3,253,086
Other Financing Sources (Uses):							
Long-term debt issued	-	714,000	714,000	-	100%	-	-
Premiums on debt issued	-	69,924	69,924	-	100%	-	-
Payments to escrow agent for refunded bonds	-	(778,658)	(778,658)	-	100%	-	-
Transfer to water capital project fund	(2,851,888)	(2,780,000)	(2,780,000)	-	100%	(790,000)	(790,000)
Transfer from water capital project fund	-	-	-	-	na	298,091	-
Appropriated net position	-	3,058,090	-	(3,058,090)	0%	-	-
Total other fin. sources (uses)	<u>(2,851,888)</u>	<u>283,356</u>	<u>(2,774,734)</u>	<u>(3,058,090)</u>	-979%	<u>(491,909)</u>	<u>(790,000)</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,703,284</u>	<u>\$ 2,703,284</u>		<u>\$ 3,386,687</u>	<u>\$ 2,463,086</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET TO ACTUAL -
WATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2020**

		Actual		
	Project Budget	Prior Year	Current Year	Total to Date
Revenues:				
Investment earnings	\$ 120,276	\$ 154,618	\$ 5,626	\$ 160,244
Investment earnings-debt proceeds	-	-	69,817	69,817
Assessments	52,724	39,495	-	39,495
Penalties and interest assessments	-	13,229	-	13,229
Total revenues	<u>173,000</u>	<u>207,342</u>	<u>75,443</u>	<u>282,785</u>
Expenditures:				
Southeast Water Tank	65,000	50,550	-	50,550
FY16 Water Mains Top 7 and Apollo	1,905,000	1,731,758	-	1,731,758
Raw Water Mains Project	28,683,127	587,292	598,078	1,185,370
Shallotte Transmission Main	308,500	91,498	105,200	196,698
NW Plant Treatment Expansion 12MGD	21,095,980	7,371,483	2,896,971	10,268,454
74-76 Industrial Park Water Main	308,400	39,006	83,244	122,250
74-76 Mintz Dr. to Old Maco	85,000	-	28,993	28,993
Total expenditures	<u>52,451,007</u>	<u>9,871,587</u>	<u>3,712,486</u>	<u>13,584,073</u>
Revenues over (under) expenditures	(52,278,007)	(9,664,245)	(3,637,043)	(13,301,288)
Other Financing Sources (Uses):				
Long term debt issued	47,031,380	-	26,535,000	26,535,000
Bond premium	2,148,127	-	2,148,127	2,148,127
Transfers from water fund	9,510,390	6,730,402	2,780,000	9,510,402
Transfers to water fund	(985,770)	(985,770)	-	(985,770)
Future capital projects	(7,209,617)	-	-	-
Appropriated fund balance	1,783,497	-	-	-
Total other financing sources (uses)	<u>52,278,007</u>	<u>5,744,632</u>	<u>31,463,127</u>	<u>37,207,759</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ (3,919,613)</u>	<u>\$ 27,826,084</u>	<u>\$ 23,906,471</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

COMBINING BALANCE SHEET - WASTEWATER FUND (NON-GAAP)
JANUARY 31, 2020

	Wastewater Fund	Wastewater Capital Projects	Total
Current Assets:			
Cash and cash equivalents/investments	\$ 23,791,894	\$ 462,909	\$ 24,254,803
Restricted cash	7,066,678	50,412,689	57,479,367
Interest receivable	53,034	1,753	54,787
Receivables and special assessments, net	4,650,977	-	4,650,977
Due from other governmental agencies	341,941	-	341,941
Inventories	320,258	-	320,258
Total current assets	<u>36,224,782</u>	<u>50,877,351</u>	<u>87,102,133</u>
Current Liabilities:			
Accounts payable and other liabilities	180,497	-	180,497
Interest payable	792,374	-	792,374
Prepaid fees	389,133	-	389,133
Current portion of debt	<u>10,791,282</u>	<u>-</u>	<u>10,791,282</u>
Total current liabilities	<u>12,153,286</u>	<u>-</u>	<u>12,153,286</u>
Expendable net position	24,071,496	50,877,351	74,948,847
Noncurrent Items:			
Non-depreciable capital assets	4,508,997	-	4,508,997
Depreciable capital assets, net	217,800,661	-	217,800,661
Deferred outflow	769,901	-	769,901
Net pension liability	(709,887)	-	(709,887)
Compensated absences	(204,931)	-	(204,931)
Total other post-employment liability	(5,818,862)	-	(5,818,862)
Non-current portion of debt	(130,308,264)	-	(130,308,264)
Deferred inflow	<u>(1,093,544)</u>	<u>-</u>	<u>(1,093,544)</u>
Total net position	<u>\$ 109,015,567</u>	<u>\$ 50,877,351</u>	<u>\$ 159,892,918</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND

ACTUAL - WASTEWATER FUND (NON-GAAP)

FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019

WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR

	Original Budget	Current Budget	January 31, 2020	Variance Positive (Negative)	% of Budget	June 30, 2019	January 31, 2019
Revenues:							
User charges	\$ 23,813,772	\$ 24,784,788	\$ 14,735,146	\$ (10,049,642)	59%	\$ 28,510,502	\$ 14,527,192
ARRA interest subsidy	63,550	63,550	31,775	(31,775)	50%	92,726	46,264
Special assessments	-	-	-	-	na	106,146	-
Investment earnings	75,000	75,000	233,759	158,759	312%	290,021	151,110
Restricted intergovernmental	-	226,649	(103,668)	(330,317)	-46%	288,260	-
Other	267,400	267,400	223,505	(43,895)	84%	367,793	266,396
Total revenues	<u>24,219,722</u>	<u>25,417,387</u>	<u>15,120,517</u>	<u>(10,296,870)</u>	59%	<u>29,655,448</u>	<u>14,990,962</u>
Expenditures:							
Salaries	2,983,766	3,155,553	1,741,140	1,414,413	55%	2,749,336	1,778,069
Fringe benefits	1,304,300	1,359,162	759,566	599,596	56%	1,163,007	721,159
Operating expenditures	4,114,151	4,495,853	2,564,057	1,931,796	57%	4,769,594	2,923,425
Repairs and maintenance	1,935,000	1,838,295	1,084,894	753,401	59%	1,636,061	1,028,363
Capital outlay	3,516,915	7,009,277	3,290,080	3,719,197	47%	3,265,498	1,661,410
Debt Service:							
Principal	10,366,460	10,499,229	792,929	9,706,300	8%	10,014,489	830,464
Interest	3,323,858	3,993,824	1,660,448	2,333,376	42%	3,688,908	1,856,950
Total expenditures	<u>27,544,450</u>	<u>32,351,193</u>	<u>11,893,114</u>	<u>20,458,079</u>	36.8%	<u>27,286,893</u>	<u>10,799,840</u>
Revenues over (under) expenditures	(3,324,728)	(6,933,806)	3,227,403	10,161,209	-47%	2,368,555	4,191,122
Other Financing Sources (Uses):							
Issuance of long-term debt	-	15,336,000	15,336,000	-	100%	-	-
Premiums on bonds issued	-	163,155	163,155	-	100%	-	-
Payments to escrow agent for refunded bonds	-	(15,382,482)	(15,382,482)	-	100%	-	-
Transfer to wastewater capital project	(750,000)	(1,220,687)	(1,220,687)	-	100%	(1,075,558)	(325,558)
Transfer from wastewater capital project	904,000	1,089,820	185,820	(904,000)	17%	1,858,584	375,000
Appropriated net position	3,170,728	6,948,000	-	(6,948,000)	0%	-	-
Total other fin. sources (uses)	<u>3,324,728</u>	<u>6,933,806</u>	<u>(918,194)</u>	<u>(7,852,000)</u>	-13%	<u>783,026</u>	<u>49,442</u>
Revenues and other financing sources over (under) expenditures and other financing uses	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 2,309,209</u>	<u>\$ 2,309,209</u>		<u>\$ 3,151,581</u>	<u>\$ 4,240,564</u>

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - BUDGET AND ACTUAL
WASTEWATER CAPITAL PROJECT FUNDS (NON-GAAP)
FROM INCEPTION AND FOR THE PERIOD ENDED JANUARY 31, 2020**

		Actual		
	Project Budget	Prior Years	Current Year	Total to Date
Revenues:				
Restricted intergovernmental revenue	\$ 97,302	\$ 46,276	\$ 29,004	\$ 75,280
Assessments	557,053	557,052	-	557,052
SAD interest and penalties	99,017	102,512	-	102,512
Investment earnings	106,020	148,462	12,627	161,089
Investment earnings-debt proceeds	-	-	134,991	134,991
West Brunswick Regional WWTP Southport Contribution	2,630,000	-	-	-
Total revenues	3,489,392	854,302	176,622	1,030,924
Expenditures:				
NCDOT Hwy 211 Expansion	122,182	122,181	-	122,181
WBRWWTF Expansion Southport	2,630,000	1,037,975	-	1,037,975
NEBRWWTP Expansion	45,714,971	1,324,722	1,501,060	2,825,782
NEBRWWTP East Transmission Main	3,616,997	4,122	434,446	438,568
NEBRWWTP WestTransmission Main	2,891,839	-	508,343	508,343
Total expenditures	54,975,989	2,489,000	2,443,849	4,932,849
Revenues over (under) expenditures	(51,486,597)	(1,634,698)	(2,267,227)	(3,901,925)
Other Financing Sources (Uses):				
Long term debt issued	44,980,000	-	44,980,000	44,980,000
Bond premium	7,243,807	-	7,243,806	7,243,806
Transfer from wastewater fund	5,454,888	4,234,205	1,220,687	5,454,892
Transfer to wastewater fund	(7,239,928)	(7,239,928)	(185,820)	(7,425,748)
Future capital projects	(3,132,766)	-	-	-
Appropriated fund balance	4,180,596	-	-	-
Total other financing sources (uses)	51,486,597	(3,005,723)	53,258,673	50,252,950
Revenues and other financing sources over (under) expenditures and other financing uses	\$ -	\$ (4,640,421)	\$ 50,991,446	\$ 46,351,025

COUNTY OF BRUNSWICK, NORTH CAROLINA

**SCHEDULE OF REVENUES AND EXPENDITURES - FINANCIAL PLAN AND ACTUAL AND
CHANGES IN NET POSITION - WORKERS' COMPENSATION INTERNAL SERVICE FUND (NON-GAAP)
FOR THE PERIOD ENDED JANUARY 31, 2020 AND THE YEAR ENDED JUNE 30, 2019
WITH COMPARATIVE ACTUAL AMOUNTS FOR THE PRIOR YEAR**

	Budget	January 31, 2020	Variance Positive (Negative)	June 30, 2019	January 31, 2019
Revenues:					
Charges for services	\$ -	\$ -	\$ -	\$ 1,098,200	\$ 823,650
Investment earnings	-	19,502	19,502	21,619	11,284
Total revenues	-	19,502	19,502	1,119,819	834,934
Expenditures:					
Premiums	415,674	180,204	235,470	47,755	868,236
Revenues over (under) expenditures	(415,674)	(160,702)	254,972	1,072,064	(33,302)
Other financing sources (uses):					
Appropriated net position	415,674	-	(415,674)	-	-
Increase (decrease) in net position	\$ -	(160,702)	\$ (160,702)	1,072,064	(33,302)
Net positon, beginning of year		2,049,988		977,924	977,924
Net positon, end of year		\$ 1,889,286		\$ 2,049,988	\$ 944,622

Cash and Investments

A Summary of Cash and Investments is presented on the Brunswick County Government website as of January 31, 2020. It reports that the County had \$239.4 million of unrestricted cash and investments in all funds including those accruing for outside agencies that the county performs collections plus \$97.5 million of capital project restricted cash from debt proceeds. All cash and investments are earning an average yield of 1.29%.

BRUNSWICK COUNTY
SUMMARY OF CASH AND INVESTMENTS
AS OF JANUARY 31, 2020

	Purchase Date	Maturity Date	Book Value	Total Book Value	% of Portfolio	Yield
Unrestricted Cash and Investments						
Checking & Petty Cash						
Petty Cash			\$ 6,200			0.00%
BB&T			<u>153,093,753</u>			1.00%
Total Checking & Petty Cash				\$ 153,099,953	45%	
Money Markets / Savings						
SunTrust Money Market			<u>5,052,689</u>			0.75%
Total Money Markets / Savings				\$ 5,052,689	1%	
Certificates of Deposit / CDARS						
First Bank	3/28/19	3/28/20	<u>20,616,237</u>			2.35%
Total Certificates of Deposit / CDARS				\$ 20,616,237	6%	
NC Capital Management Trust - Government Portfolio				\$ 57,168,833	17%	1.46%
NC Capital Management Trust - Term Portfolio				<u>\$ 3,460,249</u>	1%	1.68%
Total Unrestricted Cash and Investments				\$ 239,397,961		
Restricted Cash and Investments						
Bond Proceeds & Debt Reserve Fund						
NC Capital Management Trust-Government Portfolio			\$ 95,936,744		28%	1.46%
BB&T General Fund Restricted						
Restricted for Revaluation			214,566		0%	0.00%
Restricted for Holden Beach Debt			1,396,200		0%	0.00%
Total Restricted Cash and Investments				\$ 97,547,510		
Grand Total All Cash and Investments				\$ 336,945,471	100%	1.29%

Cash Balances:

General Fund	\$ 131,345,212
County Capital Reserve Fund	28,387,250
School Capital Projects Fund	8,711,039
Water Fund	33,171,770
Water Capital Reserve Fund	7,247,872
Wastewater Fund	23,791,889
Wastewater Capital Reserve Fund	3,349,491

Key Indicators of Revenues and Expenditures

Presented on the Brunswick County Government website are charts with actual history, current month actual and annual budget information for major revenues and expenditures in both the enterprise and general funds.

County of Brunswick
Ad Valorem and Motor Vehicle Tax Revenues

PRIOR YEARS AD VALOREM TAX REVENUE									
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ANNUAL BUDGET 2019-20	ACTUAL 2019-20	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	758,897	546,345	305,329	377,089	414,438		297,635	-21%	
Aug	471,098	438,769	324,296	420,293	345,102		270,439	-36%	
Sept	399,058	870,663	262,164	419,816	269,452		205,209	-51%	
Oct	410,936	267,307	208,607	207,830	315,241		168,570	-19%	
Nov	213,082	204,432	207,774	235,025	244,032		268,715	14%	
Dec	300,926	391,210	46,595	203,220	412,058		190,359	-6%	
Jan	376,046	381,705	305,760	189,817	214,920		293,817	55%	
Feb	347,468	301,199	427,181	337,199	258,244				
Mar	324,430	362,693	370,146	378,028	288,344				
Apr	247,162	278,448	296,216	307,480	155,194				
May	322,131	248,619	260,659	218,586	135,962				
June	235,646	207,251	490,189	257,695	167,843				
Total	4,406,880	4,498,641	3,504,916	3,552,078	3,220,830	2,300,000	1,694,744		74%

CURRENT YEAR AD VALOREM TAX REVENUE									
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ANNUAL BUDGET 2019-20	ACTUAL 2019-20	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	91,495	102,981	141,121	5,141,356	7,655,126		8,464,387	11%	
Aug	12,444,754	12,440,150	15,853,299	14,003,220	13,213,303		15,145,908	15%	
Sept	7,147,245	7,799,492	6,433,818	6,763,894	5,259,838		7,225,241	37%	
Oct	9,419,597	9,641,217	9,896,672	17,631,294	10,487,256		12,078,923	15%	
Nov	19,462,971	21,420,290	23,944,507	17,678,530	28,069,669		30,675,338	9%	
Dec	26,197,571	33,684,730	24,416,021	20,728,131	19,916,780		28,966,741	45%	
Jan	23,411,002	15,517,607	23,377,586	26,045,100	26,931,609		23,866,807	-11%	
Feb	1,880,768	1,937,509	2,086,134	2,100,604	2,490,412				
Mar	931,336	811,691	957,399	928,997	1,078,484				
Apr	633,707	496,119	466,309	533,520	572,320				
May	363,995	326,905	341,102	588,170	331,238				
June	502,170	278,132	560,206	396,426	261,232				
Total	102,486,610	104,456,823	108,474,174	112,539,242	116,267,267	127,816,466	126,423,345		99%

CURRENT YEAR MOTOR VEHICLE TAX REVENUE									
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ANNUAL BUDGET 2019-20	ACTUAL 2019-20	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
July	1,329	327	506	-	-		-	N/A	
Aug	443,434	504,052	603,352	611,857	671,914		735,512	9%	
Sept	448,554	486,317	657,269	652,753	723,623		697,838	-4%	
Oct	438,527	464,133	579,331	542,846	448,121		540,459	21%	
Nov	427,930	543,146	507,568	544,226	666,358		707,908	6%	
Dec	369,797	383,693	471,246	499,198	576,498		706,266	23%	
Jan	390,589	452,656	464,226	501,030	543,041		675,364	24%	
Feb	387,576	477,267	523,460	557,142	685,653				
Mar	348,382	465,452	485,610	572,728	600,556				
Apr	476,849	560,194	654,797	631,825	665,643				
May	472,594	575,935	550,623	624,293	676,850				
June	912,555	1,117,769	1,223,355	1,286,771	1,419,689				
Total	5,118,117	6,030,941	6,721,343	7,024,669	7,677,946	7,275,000	4,063,347		56%

**County of Brunswick
Local Option Sales Tax Revenues**

ARTICLE 39 SALES TAX REVENUE 1% (POINT OF DELIVERY) (100000-323100)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	927,776	969,548	986,394	1,049,718	1,252,130		1,373,725	10%	
Aug	1,090,562	1,093,465	1,224,865	1,289,737	1,329,792		1,425,459	7%	
Sept	877,367	938,050	952,042	978,445	938,675		1,173,168	25%	
Oct	654,852	596,241	752,088	864,937	680,715		734,132	8%	
Nov	628,065	604,948	635,873	767,798	871,829		935,348	7%	
Dec	549,081	561,448	626,293	698,356	576,321				
Jan	527,514	585,079	436,031	558,342	775,353				
Feb	484,029	497,550	613,865	613,581	755,861				
Mar	377,571	603,870	588,222	547,868	746,104				
Apr	668,922	742,268	815,552	800,559	917,784				
May	708,546	756,471	837,814	794,102	966,306				
June	759,421	778,076	833,600	910,785	1,041,564				
Total	8,253,706	8,727,014	9,302,639	9,874,229	10,852,434	10,507,770	5,641,832		54%
ARTICLE 40 SALES TAX REVENUE 1/2% (PER CAPITA) 30% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE (100000-323201,323202)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	539,117	564,929	594,375	631,075	703,995		750,371	7%	
Aug	481,408	541,745	517,985	596,047	601,502		712,368	18%	
Sept	496,279	502,456	577,305	597,606	646,891		734,652	14%	
Oct	469,753	514,691	551,928	614,008	639,392		704,618	10%	
Nov	494,179	481,606	544,444	562,350	635,351		731,594	15%	
Dec	479,879	509,491	583,254	636,108	692,311				
Jan	583,174	619,735	667,322	699,734	736,094				
Feb	447,406	444,943	477,316	527,845	561,192				
Mar	434,593	466,949	512,277	512,954	577,546				
Apr	457,599	564,837	625,842	658,044	749,898				
May	488,986	560,378	588,735	607,640	697,346				
June	526,413	547,458	550,848	660,846	722,096				
Total	5,898,786	6,319,219	6,791,631	7,304,257	7,963,614	7,943,242	3,633,603		46%
ARTICLE 42 SALES TAX REVENUE 1/2% (POINT OF DELIVERY) (APPROXIMATELY 60% RESTRICTED FOR SCHOOL CAPITAL OUTLAY OR DEBT SERVICE) (100000-323301, 323302)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	581,833	609,693	631,292	673,530	789,002		860,370	9%	
Aug	634,883	657,139	711,398	766,949	788,633		868,474	10%	
Sept	547,394	576,690	610,962	631,968	632,656		767,824	21%	
Oct	441,243	430,066	514,766	588,455	517,955		565,888	9%	
Nov	436,317	423,295	464,016	527,365	599,197		662,923	11%	
Dec	397,148	412,136	471,285	522,056	488,465				
Jan	420,617	459,158	415,344	482,885	591,453				
Feb	356,907	363,409	430,959	448,839	522,450				
Mar	305,250	417,515	430,745	414,149	525,003				
Apr	442,236	512,728	569,042	575,072	658,475				
May	469,765	515,232	566,462	554,566	661,360				
June	504,945	519,548	551,091	622,799	701,865				
Total	5,538,538	5,896,609	6,367,362	6,808,632	7,476,514	7,314,286	3,725,479		51%

Note: Sales Taxes are 2 months behind in reporting.

**County of Brunswick
Water Fund Revenues**

WATER RETAIL SALES REVENUE (617110-371316)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	472,746	467,682	474,405	469,373	505,818		591,725	17%	
Aug	504,895	533,018	585,205	598,346	550,056		600,391	9%	
Sept	412,334	506,507	552,130	509,091	483,455		557,746	15%	
Oct	384,997	419,248	455,542	436,731	468,436		505,182	8%	
Nov	346,005	353,122	356,558	400,272	395,448		547,927	39%	
Dec	315,884	357,715	358,875	401,470	360,250		562,220	56%	
Jan	287,734	289,804	326,617	330,727	345,037		171,999	-50%	
Feb	295,333	318,297	322,884	424,539	344,991				
Mar	280,290	307,249	318,405	338,275	368,390				
Apr	293,877	302,211	317,943	323,228	295,003				
May	341,737	379,472	407,205	404,362	397,617				
June	396,615	448,286	481,962	458,544	576,215				
Total	4,332,447	4,682,610	4,957,731	5,094,958	5,090,716	5,370,660	3,537,190		66%

IRRIGATION REVENUE (617110-371319)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	266,584	242,180	274,655	303,891	272,157		499,622	84%	
Aug	297,464	328,242	391,161	364,814	318,911		553,720	74%	
Sept	203,919	378,978	402,057	341,474	241,677		540,455	124%	
Oct	195,247	281,554	312,823	245,944	316,475		468,263	48%	
Nov	160,249	159,040	170,875	230,786	171,308		480,292	180%	
Dec	111,853	92,834	79,215	194,433	137,776		288,809	110%	
Jan	31,659	30,866	53,423	75,964	44,935		54,445	21%	
Feb	10,667	17,443	17,281	42,193	12,900				
Mar	8,336	10,977	23,304	26,984	10,834				
Apr	12,325	20,209	33,613	25,042	20,209				
May	47,160	91,362	111,147	80,405	91,368				
June	99,971	255,276	294,456	171,484	547,092				
Total	1,445,433	1,908,962	2,164,010	2,103,414	2,185,642	3,214,000	2,885,606		90%

WATER WHOLESALE REVENUE (617110-371317)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	645,432	571,447	549,891	502,369	648,595		706,223	9%	
Aug	610,893	726,527	662,991	739,238	657,834		829,608	26%	
Sept	597,231	571,125	593,390	580,350	714,447		714,837	0%	
Oct	369,057	419,668	467,518	439,291	391,422		624,590	60%	
Nov	382,248	372,683	315,869	468,542	452,905		597,115	32%	
Dec	298,588	278,846	329,525	415,210	401,300		420,180	5%	
Jan	308,352	271,780	271,848	461,637	300,896		378,791	26%	
Feb	240,348	243,372	293,671	254,055	329,861				
Mar	291,032	258,696	257,119	297,083	304,562				
Apr	253,284	298,786	315,449	374,571	356,824				
May	330,963	347,571	381,741	399,036	442,050				
June	373,695	423,069	723,529	625,328	794,773				
Total	4,701,123	4,783,570	5,162,541	5,556,710	5,795,469	5,950,000	4,271,344		72%

**County of Brunswick
Water Fund Revenues**

WATER INDUSTRIAL REVENUE (617110-371318)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	245,698	206,044	193,363	171,810	220,490		189,253	-14%	
Aug	241,408	198,496	176,628	242,014	216,454		206,096	-5%	
Sept	287,677	223,590	177,912	227,218	234,523		206,417	-12%	
Oct	226,273	183,414	141,672	208,907	112,229		184,682	65%	
Nov	225,491	153,158	153,071	213,605	190,551		215,263	13%	
Dec	220,541	126,460	140,427	181,314	194,601		133,730	-31%	
Jan	221,210	199,431	156,917	209,780	129,208		75,047	-42%	
Feb	148,278	177,624	144,230	145,744	169,457				
Mar	192,828	194,456	163,680	162,151	160,850				
Apr	169,595	179,557	153,967	200,376	138,655				
May	172,665	173,827	125,676	182,242	171,195				
June	141,691	173,052	126,581	250,422	166,681				
Total	2,493,355	2,189,109	1,854,124	2,395,583	2,104,894	2,200,000	1,210,488		55%

WATER BASE SERVICE CHARGE REVENUE (617110-371308)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	403,355	451,901	470,153	487,562	504,765		525,317	4%	
Aug	440,343	451,462	475,932	489,608	507,711		524,696	3%	
Sept	440,074	453,419	476,892	490,840	508,083		526,261	4%	
Oct	442,108	454,580	476,516	493,066	512,632		528,995	3%	
Nov	442,353	455,559	475,832	494,282	512,064		526,349	3%	
Dec	443,726	464,316	477,375	495,252	513,738		529,100	3%	
Jan	445,019	463,597	480,043	496,679	514,422		529,586	3%	
Feb	445,701	465,506	481,021	498,450	515,996				
Mar	446,642	468,084	483,538	501,888	517,084				
Apr	448,227	469,366	482,955	500,982	518,320				
May	449,771	469,402	485,236	505,223	521,211				
June	498,348	490,097	506,112	522,511	542,329				
Total	5,345,667	5,557,289	5,771,605	5,976,343	6,188,355	6,321,600	3,690,304		58%

WATER TAPS AND CONNECTION REVENUE (617180-371305)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	70,982	88,015	79,919	83,631	98,990		92,524	-7%	
Aug	54,383	63,122	73,809	104,621	97,268		83,810	-14%	
Sept	55,302	79,297	69,412	81,193	43,844		82,803	89%	
Oct	53,756	60,271	60,061	91,599	86,568		94,890	10%	
Nov	42,257	57,337	77,525	99,482	73,282		73,114	0%	
Dec	56,457	50,315	59,843	54,196	61,096		83,464	37%	
Jan	53,973	68,391	63,308	74,470	88,359		75,364	-15%	
Feb	55,395	58,684	88,268	65,659	111,682				
Mar	62,467	61,178	89,333	143,953	103,540				
Apr	66,169	88,286	76,900	79,001	120,681				
May	87,408	62,668	86,057	97,222	105,635				
June	57,354	89,289	88,308	88,973	106,785				
Total	715,903	826,853	912,743	1,064,000	1,097,730	850,000	585,969		69%

**County of Brunswick
Water Fund Revenues**

WATER CAPITAL RECOVERY REVENUE (619100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	75,945	175,282	82,430	82,749	167,036		121,501	-27%	
Aug	61,056	107,350	87,643	120,522	155,663		85,320	-45%	
Sept	56,609	80,372	137,586	114,051	45,363		85,192	88%	
Oct	35,619	100,031	53,152	83,126	89,233		187,338	110%	
Nov	90,854	80,907	89,642	128,155	84,568		81,404	-4%	
Dec	71,145	67,996	49,323	40,491	65,826		98,693	50%	
Jan	77,802	68,194	53,168	70,156	80,237		212,681	165%	
Feb	78,674	83,303	80,368	43,033	108,298				
Mar	75,081	55,590	83,957	142,979	126,088				
Apr	86,006	103,546	191,678	78,156	136,336				
May	106,117	72,757	110,980	93,189	108,079				
June	65,310	131,407	89,349	111,500	112,809				
Total	880,218	1,126,735	1,109,276	1,108,107	1,279,536	688,000	872,129		127%

WATER TRANSMISSION LINE REVENUE (619800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	27,391	42,850	29,279	34,402	55,946		39,806	-29%	
Aug	26,404	35,126	24,946	42,390	39,850		31,354	-21%	
Sept	23,378	27,267	31,882	42,063	18,567		31,475	70%	
Oct	20,420	24,152	26,858	33,713	35,876		65,131	82%	
Nov	36,383	26,653	37,187	52,512	32,990		29,678	-10%	
Dec	28,184	22,399	25,429	23,427	25,114		36,150	44%	
Jan	28,812	28,002	25,978	28,493	36,370		77,458	113%	
Feb	30,550	25,571	35,550	24,480	44,692				
Mar	23,460	21,952	36,122	53,897	41,813				
Apr	24,169	34,849	28,496	33,669	50,545				
May	35,214	21,459	30,911	35,926	38,462				
June	27,254	48,349	29,625	40,209	40,830				
Total	331,619	358,629	362,263	445,181	461,055	232,000	311,052		134%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER RETAIL SALES REVENUE (627210-371405)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	707,249	735,074	791,640	805,054	872,549		1,033,355	18%	
Aug	733,867	779,627	874,819	933,343	918,675		1,063,547	16%	
Sept	693,713	772,094	837,178	835,710	889,327		1,038,172	17%	
Oct	673,713	706,281	773,191	813,375	848,410		1,016,846	20%	
Nov	662,220	686,159	735,391	792,739	834,354		1,120,192	34%	
Dec	649,668	724,587	753,597	801,946	827,199		840,069	2%	
Jan	648,827	700,776	739,484	778,549	823,964		983,361	19%	
Feb	651,892	705,035	740,280	835,392	825,743				
Mar	640,679	712,260	747,301	776,766	823,196				
Apr	652,947	708,854	744,239	786,370	825,562				
May	678,940	737,235	765,249	826,002	940,447				
June	709,781	868,150	834,436	905,605	1,157,941				
Total	8,103,496	8,836,132	9,336,805	9,890,851	10,587,367	11,647,794	7,095,542		61%

WASTEWATER TAPS & CONNECTIONS REVENUE (627220-371402)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	88,000	114,000	76,350	108,000	216,000		227,406	5%	
Aug	93,000	97,000	152,000	133,000	202,100		158,000	-22%	
Sept	100,000	73,000	84,450	95,750	80,000		133,000	66%	
Oct	84,000	57,000	95,775	185,275	156,000		221,000	42%	
Nov	101,550	104,000	136,000	210,480	92,000		104,575	14%	
Dec	69,000	80,000	109,000	84,000	131,900		252,000	91%	
Jan	84,000	108,400	117,775	113,840	209,000		163,712	-22%	
Feb	172,000	119,375	164,450	97,250	121,000				
Mar	80,000	100,000	103,050	276,486	205,000				
Apr	88,000	134,320	104,000	168,614	156,000				
May	126,990	69,000	110,545	140,000	218,658				
June	132,700	82,625	189,500	132,000	224,000				
Total	1,219,240	1,138,720	1,442,895	1,744,695	2,011,658	-	1,259,693		#DIV/0!

WASTEWATER CAPITAL RECOVERY REVENUE (629100-371404)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		BUDGET
July	94,139	454,950	185,127	219,750	452,432		262,301	-42%	
Aug	153,639	240,374	131,836	402,208	287,165		242,580	-16%	
Sept	130,597	132,623	183,719	337,302	120,331		206,331	71%	
Oct	157,250	156,607	205,927	268,123	269,318		548,140	104%	
Nov	162,973	125,525	270,061	392,249	125,062		226,861	81%	
Dec	122,639	94,524	154,451	186,084	173,249		261,012	51%	
Jan	153,833	172,304	196,396	218,124	289,652		230,092	-21%	
Feb	168,764	150,635	214,802	134,813	320,135				
Mar	115,639	139,552	233,802	411,900	296,269				
Apr	105,250	218,469	210,136	271,541	355,535				
May	201,306	246,595	205,427	313,000	274,019				
June	93,309	337,635	214,635	259,250	276,101				
Total	1,659,338	2,469,793	2,406,319	3,414,344	3,239,268	600,000	1,977,317		330%

**County of Brunswick
Wastewater Fund Revenues**

WASTEWATER TRANSMISSION LINE FEES (629800-371309)									
	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ACTUAL	ANNUAL BUDGET	ACTUAL	YTD actual % change of prior YTD actual	% of ANNUAL BUDGET
Month	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2019-20		
July	24,714	106,434	60,709	69,520	149,044		86,684	-42%	
Aug	47,884	74,794	44,611	104,289	90,413		73,566	-19%	
Sept	42,534	50,210	59,236	107,773	39,518		64,381	63%	
Oct	51,087	50,872	66,644	75,363	86,302		180,566	109%	
Nov	79,326	44,845	83,049	122,632	39,649		74,453	88%	
Dec	38,881	31,511	47,819	52,692	54,696		91,528	67%	
Jan	51,281	54,659	67,463	68,707	95,136		75,597	-21%	
Feb	56,259	44,213	68,932	49,027	104,837				
Mar	33,217	44,521	77,931	133,296	97,992				
Apr	30,753	70,828	61,376	83,511	121,059				
May	63,105	49,882	61,474	98,665	91,916				
June	35,773	109,443	68,211	78,581	88,282				
Total	554,814	732,212	767,455	1,044,056	1,058,844	200,000	646,775		323%

County of Brunswick
Water and Wastewater Number of Customers

NUMBER OF WATER RETAIL CUSTOMERS							
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	Change
July	36,146	37,165	38,912	40,199	41,676	42,979	45
Aug	36,272	37,303	39,036	40,345	41,855	43,169	190
Sept	36,379	37,398	39,155	40,518	41,896	43,258	89
Oct	36,431	37,418	39,238	40,581	41,973	43,338	80
Nov	36,524	38,133	39,338	40,758	42,186	43,460	122
Dec	36,607	38,209	39,466	40,908	42,291	43,536	76
Jan	36,679	38,318	39,573	40,982	42,379		
Feb	36,737	38,415	39,690	41,094	42,466		
Mar	36,828	38,448	39,736	41,248	42,481		
Apr	36,910	38,587	39,894	41,365	42,647		
May	37,046	38,704	39,998	41,402	42,725		
June	37,112	38,760	40,101	41,557	42,934		
Average	36,639	38,072	39,511	40,913	42,292	43,290	602

NUMBER OF WASTEWATER RETAIL CUSTOMERS							
Month	ACTUAL 2014-15	ACTUAL 2015-16	ACTUAL 2016-17	ACTUAL 2017-18	ACTUAL 2018-19	ACTUAL 2019-20	Change
July	13,855	14,556	15,862	16,695	17,861	18,822	6
Aug	14,009	14,632	15,878	16,758	17,925	18,930	108
Sept	14,036	14,682	15,940	16,908	18,011	19,004	74
Oct	14,092	14,708	16,014	17,017	18,023	19,040	36
Nov	14,143	15,269	16,070	17,026	18,083	19,157	117
Dec	14,192	15,357	16,157	17,193	18,145	19,206	49
Jan	14,237	15,382	16,235	17,241	18,206		
Feb	14,325	15,460	16,295	17,300	18,331		
Mar	14,378	15,498	16,371	17,471	18,449		
Apr	14,450	15,593	16,506	17,549	18,681		
May	14,468	15,651	16,537	17,675	18,741		
June	14,514	15,847	16,579	17,719	18,816		
Average	14,225	15,220	16,204	17,213	18,273	19,027	390



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 6.

Operation Services - Tip Fee Exemption Request

From:

Stephanie Lewis, Operation Services
Director

Issue/Action Requested:

Request that the Board of Commissioners approve a tip fee exemption request at the Brunswick County Landfill for Living Word Full Gospel Fellowship.

Background/Purpose of Request:

The County has typically waived tipping fees for churches and other non-profits in the past. This organization has applied to be exempt from tipping fees. The exemption of fees applies only to the county landfill in Bolivia and does not include trash or yard debris.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a tip fee exemption request at the Brunswick County Landfill for Living Word Full Gospel Fellowship.

ATTACHMENTS:

Description

- ▣ Tip Fee Exemption Request - Living Word Full Gospel Fellowship

Brunswick County Solid Waste & Recycling
P.O. Box 249, Bolivia, NC 28422
Phone (910) 253-2520 Fax (910) 253-2539



Application for Charitable Organizations to be Exempt from Tipping Fees
at the Brunswick County Transfer Station and C & D Landfill

Please complete the following form and return it to the above address. Completed applications will be reviewed by the Board of Commissioners. If approved, authorized members of your organization will receive a card that should be shown to the Scalehouse Operator at the Landfill in order to dispose of materials free of charge. Up to three officers of your organization will receive this authorization card. In order to dispose of materials for free, an authorized individual from the organization would need to show the card to the Scalehouse Operator. An authorized individual may give the card to another member of the organization as long as the authorized individual calls the Scalehouse Operator in advance. **The exemption from tipping fees does not apply to regular household trash or yard debris. Only materials from the operation of the approved organization qualify for the exemption.**

Name of Organization Living Word Full Gospel Fellowship
Address of Organization 1029 George II Hwy W. Morehead NC 28479
Phone Number of Organization 910-231-2449
Please briefly describe your organization's mission We are a local church
ministering to our community

Please briefly explain why your organization needs to be exempt from tipping fees

We do a lot of work for widows, widowers
in helping in their homes at no charge

Please list the name, title, home address and phone number of each officer that would be authorized to dispose of materials at the Landfill. Each of these individuals would need to read and sign this form to indicate that they understand the terms of the exemption.

Name	Title	Address	Phone	Signature
1) Robert Wilson	S.R. Pastor	50 Carolan Lane Leland	910-231-2449	Robert Wilson
2) Clifford Jarvis	Treasurer	1540 Turcan Leland	910-471-1111	Clifford Jarvis
3)				



Brunswick County Board of Commissioners **ACTION AGENDA ITEM** February 17, 2020

Action Item # V. - 7.

From: Planning - Regional Waccamaw River Watershed Study
Kirstie Dixon, Planning Director

Issue/Action Requested:

Request that the Board of Commissioners adopt a resolution approving Brunswick County's participation in the Regional Waccamaw River Watershed Study.

Background/Purpose of Request:

Hurricane Florence caused tremendous damage to communities within the Waccamaw River Watershed due to flooding from the Waccamaw River. In response, Cape Fear Council of Governments (CFCOG) and the Cape Fear Resource and Conservation Development (RC&D) have partnered to propose a *Regional Waccamaw River Watershed Study* to give communities throughout the Waccamaw River Watershed a better understanding of flooding, provide a strategic plan that will identify the flooding issues in the Waccamaw River Watershed, and enable hurricane resiliency. The study area will be the entire Waccamaw River Watershed that begins in the Waccamaw River headwaters in Bladen County, NC and continues through tributaries in Columbus County and Brunswick County, and then terminating in Horry County, SC.

This study will identify flooding vulnerabilities, develop benchmarks for problematic areas, and advance local economies. RC&D will coordinate the grant submittal efforts and be responsible for administering the funds once received. A qualified multi-disciplinary engineering firm will be solicited to complete the study. The scope of work will include the following:

1. Identify the flooding vulnerabilities and associated effects.
2. Identify best management strategies for flood hazard mitigation within the Waccamaw River Watershed while using hydrologic and hydraulic modeling.
3. Evaluate and prioritize flood hazard mitigation strategies to improve community resilience and economic advancement.
4. Identify funding for implementing flood hazard mitigation strategies and long-term maintenance.
5. Provide a comprehensive Flood Mitigation Plan for Waccamaw River Watershed.

Funding for this study is proposed to come from a grant from the U.S. Economic Development Administration (EDA) and participating Counties. EDA grant funds are supplemental funding to support recovery from recent disasters and has a 20% local match requirement. The study is projected to cost \$415,000 with a local match requirement of \$83,000. This study proposes that Counties – Brunswick, Bladen, Columbus, Horry – located within the Waccamaw River Watershed share in the cost of the local match by each providing \$20,750. The funds can be budgeted within the FY-20-21 Budget.

Enclosed is a resolution supporting the Waccamaw River Watershed Study that includes commitment of \$20,750 in cash match for FY-20-21. This resolution is needed in order to secure the grant funds.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

A budget appropriation will be needed for the \$20,750 cash match upon award of the grant.

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend the Board of Commissioners adopt a resolution approving Brunswick County's participation in the Regional Waccamaw River Watershed Study.

ATTACHMENTS:

Description

- ▣ Cape Fear Council of Governments Request Memo
- ▣ 2020-02-17 Resolution Supporting the Regional Waccamaw River Watershed Study Grant Proposal
- ▣ Grant Application Form

EDA DISASTER SUPPLEMENTAL FUNDING



To: Brunswick County Board of Commissioners
From: Wes MacLeod, AICP, ASLA – Cape Fear Council of Governments
cc: Kirstie Dixon, County Planning Director
Date: February 4, 2020
Re: Waccamaw River Watershed Study Grant Request

GRANT SOURCE

The U.S. Economic Development Administration (EDA) has announced availability of funds to support recovery from recent disasters, including Hurricanes Florence and Michael. Through this disaster supplemental funding, EDA will award investments in regions experiencing severe economic distress or other economic harm resulting from Hurricanes Florence and Michael.

EDA recognizes that urgent infrastructure rebuilding needs exist throughout disaster impacted regions. In EDA's experience with post-disaster recovery, the most effective rebuilding efforts are based on long-term regional development or redevelopment strategies that leverage Federal funding in coordination with state, local, and private sector resources.

EDA will review and make awards until funds are expended. EDA will thoroughly review all applications submitted and expects to notify applicants of their status generally within 70 days of receipt. Each grant recipient is responsible for satisfying the required 20% match. For this proposed regional project, each of the four participating counties – Horry County, SC; Brunswick County, NC; Columbus, NC; and Bladen County, NC – is requested to provide \$20,750 for the total \$83,000 match. A total of \$415,000 is sought to complete the study.

GRANT PROPOSAL

Hurricane Florence caused tremendous damage to communities within the Waccamaw River Watershed from the Waccamaw River flooding. Completing a Regional Waccamaw River Watershed Study will equip communities with a greater understanding of regional flooding issues, enable them to be more hurricane resilient, and advance their local economies. Cape Fear Resource and Conservation Development is leading the grant submittal effort and will be responsible for administering the funds once received. A qualified multi-disciplinary engineering firm will be solicited to complete the regional study.

Study Goals:

1. Identify the region's vulnerabilities to flooding from the Waccamaw River.

2. Develop benchmarks for problem areas.
3. Prioritize capital improvements addressing identified problem areas and/or vulnerabilities.
4. Reduce economic vulnerabilities related to the Waccamaw River.

Scope of Work:

1. Identify the Waccamaw River Watershed Region's flooding vulnerabilities and associated externalities using Atlas 14 data.
2. Identify best management strategies for flood hazard mitigation within the Waccamaw River Watershed while using hydrologic and hydraulic modeling.
3. Evaluate and prioritize flood hazard mitigation strategies to improve community resilience and economic advancement.
4. Identify funding for implementing flood hazard mitigation strategies and long-term maintenance.
5. Provide a comprehensive Flood Mitigation Plan.

Study Area:

The study area begins in the headwaters of the Waccamaw River in Bladen County, NC. It will continue through each tributary of the Waccamaw River through Columbus County, NC and Brunswick County, NC, terminating at the City of Conway, SC in Horry County, SC.

County of Brunswick
Office of the County Commissioners



**RESOLUTION SUPPORTING THE REGIONAL WACCAMAW RIVER
WATERSHED STUDY GRANT PROPOSAL**

WHEREAS, the mission of the Waccamaw River Watershed Study is to seek ways of reducing flooding in the watershed from its beginning in Horry County, SC around the Conway, SC area and continuing upstream through Brunswick County, NC; Columbus County, NC; and to the upper reaches of the watershed in Bladen County, NC; and

WHEREAS, the purpose of the Waccamaw River Watershed Study is to develop a strategic plan that will identify the flooding issues in the Waccamaw River Watershed; develop benchmarks for problem areas; prioritize capital improvements; and reduce economic vulnerabilities; and

WHEREAS, the strategic planning process will engage the proper agencies in developing a long-range plan for addressing identified issues and seek ways of funding corrective actions and long-term maintenance of installed best management practices to protect public health and human safety; create more resilient communities; and encourage enhanced economic development opportunities; and

WHEREAS, the total funds sought to complete the study shall be \$415,000; requiring a cash match from Horry County, SC; Brunswick County, NC; Columbus, NC; and Bladen County, NC of \$20,750 each; and

WHEREAS, each county's participation is essential to the regional partnership, shared matching funds, and ensuing collaborative study.

NOW, THEREFORE, BE IT RESOLVED THAT the County Commissioners of Brunswick County, North Carolina support the Waccamaw River Watershed Study and commit to the required \$20,750 in cash match in order to secure the necessary grant funds.

ADOPTED the 17th day of February, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



BRUNSWICK COUNTY

Grant Application Evaluation Form

Lead Department:		Date:	
Department Head:		Department Contact for Grant:	
Co-Applicants / Other Participating Departments/Agencies/Community Organizations:			
Grant Title:			
Funding Organization:			
Grant Period/Term:	Grant Amount: \$	<input type="checkbox"/> New Grant <input type="checkbox"/> Recurring Grant <input type="checkbox"/> Multi-Year Grant? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Matching Funds? <input type="checkbox"/> Yes <input type="checkbox"/> No	If Yes, Amount: \$	<input type="checkbox"/> In Kind _____ <input type="checkbox"/> Cash _____ <input type="checkbox"/> Other _____	
Describe how match will be met.			
Are matching funds in the current budget or does the match require additional funding? Please explain. <input type="checkbox"/> Available <input type="checkbox"/> Additional Needed <input type="checkbox"/> N/A- No matching funds required/requested			
Briefly describe the purpose of the grant.			
Program Duplication / Cost Recovery			
Will this project in any way duplicate or compete with another service or program provided by Brunswick County, another local agency or community organization?		<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly	
Will this grant provide support for a mandated service?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Can we capitalize on this funding to meet current and/or future equipment or facility needs?		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Will this grant result in supplanting? <i>Supplanting occurs when a state, local, or Tribal Government reduces state, local, or tribal funds for an activity specifically because federal funds are available (or expected to be available) to fund that same activity.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No	

Additional Grant Considerations	
Can the scope of work be completed within grant time frame allotted?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Can the requirements of this grant be met with current staffing levels?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Possibly
Will new positions be requested (or expiring grant funded positions extended)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If Yes, how many new positions will be funded by the grant?	_____ new positions
How many existing positions will be funded by the grant?	_____ existing positions
Will the grant create a program or require any County commitment for funding after grant funding ends?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Will the grant contain subcontracts/sub awards or contractual services? If Yes, please explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No
Description of items or services to be purchased with funds:	
Will any items purchased with grant funds revert back to the granting agency?	<input type="checkbox"/> Yes <input type="checkbox"/> No If yes, explain
Is funding received in advance or on a reimbursement basis?	<input type="checkbox"/> In Advance <input type="checkbox"/> Reimbursement

I have read, and am familiar with Brunswick County's Grant Policy. I acknowledge that as the Department Head, I am agreeing to be responsible for the administration of this grant and will ensure all requirements are fully met in a timely manner.

Department Head Signature

Date

Director of Fiscal Operations

Date

County Manager

Date

<input type="checkbox"/> Approved by County Manager
<input type="checkbox"/> Requires BOCC (Agenda Item Needed)



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 8.

From:
Kirstie Dixon, Planning Director

Planning - Utility System Development Fee Deferral Agreement:
Calabash Meadows Affordable Senior Community

Issue/Action Requested:

Request that the Board of Commissioners adopt a resolution approving a utility system development fee deferral agreement to support the tax credit application for Calabash Meadows Affordable Senior Community and to authorize County Manager to execute upon document approval by the County Attorney.

Background/Purpose of Request:

Holly Smith with Ilex Properties and the representative for Calabash Meadows Senior Community and Jim Fish, President of Brunswick Senior Resources, Inc. (BSRI) partnered to submit a fee deferral request in support of a tax credit application for the Calabash Meadows Senior Community. *This request is identical to the fee deferral request approved for this project last year. Tax credits were not awarded for this project last year and will be re-submitted this year.*

The proposed Calabash Meadows Affordable Senior Community is located off Calabash Road, identified as a portion of 2250008302 encompassing 4.25 acres. The proposed project is a housing development consisting of sixty (60) apartments (1- and 2-bedrooms). Rents and income levels will be limited to seniors and disabled persons earning 60% or less of Brunswick County Median Income. Initial rents are projected in the range of \$650 to \$750. BSRI has partnered with Ilex Properties and will provide programs and services on-site, at little, or no, cost.

The following terms for the requested agreement:

- Agreement Amount: \$150,000 to pay the estimated Water and Sewer Impact Fees.

- Interest & Term: 2.0% over 15 years.

Enclosed is additional information, including water and sewer fees calculation worksheets, site plan, as well as an example of a fee deferral agreement for reference.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners adopt a resolution approving a utility system development fee deferral agreement to support the tax credit application for Calabash Meadows Affordable Senior Community and to authorize County Manager to execute upon document approval by the County Attorney.

ATTACHMENTS:

Description

- ▣ Fee Deferral Agreement Request & Site Plan
- ▣ 2020-02-17 Resolution Approving a Deferral Agreement for the Calabash Meadows Project
- ▣ Example of Previous Deferral Agreement



Date: January 31, 2020

To: The County Commissioners: **Frank** Williams, Chairman/District 5; Randy Thompson, Vice-Chairman, District 1 ; J. Martin Cooke, District 2; Pat Sykes, District 3; Mike Forte, District 4; and, Randell Woodruff, County Manager

From: Holly Smith of Ilex Properties, and Jim Fish, President of Brunswick Senior Resources, for Calabash Meadows, an affordable Senior housing development

Re: Request for Impact Fee Deferral Loan

History: Last year, Brunswick County approved an Impact Fee Deferral Loan, in the amount of \$150,000, for Calabash Meadows, in conjunction with our application for housing tax credits. Sponsored by Brunswick Senior Resources, Inc ("BSRI"), and Ilex Properties, LLC ("Ilex"), Calabash Meadows is a proposed, 60-apartment complex limited to those aged 55 and above, with affordable rents and 8,000+ community spaces available for services and programs provided by BSRI. In 2019, however, the North Carolina Housing Finance Agency approved a family project for Brunswick County, instead of our Senior housing complex, and as such, we are re-submitting our application for 2020. We are confident that Calabash Meadows will receive an award of tax credits this year, based on Brunswick County's growth rate, particularly for Seniors (>55), which is the larger, and faster growing, segment of our population. The last affordable housing complex approved for Seniors in Brunswick County was a 2014 allocation for Sunset Creek Commons ("SCC"), developed by Ilex, which has 72, one and two bedroom apartments, and has remained 100% occupied since its opening in 2016. Despite a two-year "permanent" waiting list exceeding 65 applicants, the Site Manager continues to add qualified Seniors, fielding 10-15 calls each day, as well as walk-in traffic, because there is no comparable development for Seniors in the County. The County Commissioners previously approved a Deferred Impact Fee Loan for SCC, which has allowed us to keep rents low and serve a wider range of needy Seniors.

Demand for Senior Housing: The "Primary Market Area," according to the narrowly-defined, NCHFA Market Study obtained in 2019, includes Ocean Isle Beach, Sunset Beach, Carolina Shores, Calabash, and the southern portion of Shallotte, although its overall market draw obviously extends throughout Brunswick County and beyond, as reflected in the large influx of retirees to our area over the last many years. Brunswick County is now the third fastest growing County, with the Senior growth rate estimated at 58.7% from 2010 to 2023, representing 52.4% of the County's population. Carolina Shores, with its eastern boundary along the subject site, has a Senior population with an average age of 68, and has the largest population of Seniors "aging

265 Creek View Drive
Sunset Beach, North Carolina
28468



in place" in the State. Ocean Place subdivision, directly across from our site and which was developed in the late 90s-early 2000's, has 200+ homes, primarily owned by Seniors. Many Seniors owning homes would prefer to live "maintenance and worry—free," without the cost and hassle of finding repairmen, landscapers, and other service providers necessary to properly maintain a 20-30 year old, single family home.

Improvements: The proposed three- story building will include 8,000 square feet of community space, including, multiple meeting rooms for recreational, wellness, and social activities; a full-size kitchen with dining room; and a Library and Media room. Outdoor amenities include a picnic shelter with grills, a gazebo and walking trail, and multiple sitting areas. Calabash Meadows will be built according to energy star requirements, which will result in lower electricity costs for our residents, and a Site Manager and Maintenance Technician will be available, onsite, full time. Brunswick Senior Resources, Inc, will have an ownership position in the new Senior Community and will provide programs and services on—site for our Seniors, at little, or no, cost to them. BSRI will coordinate additional opportunities for our Seniors to socialize and engage with others in Calabash Meadows, and at other BSRI Senior Sites and Centers throughout the County.

Rents and Income levels will be limited to those Seniors earning an average of 60% or less of the Brunswick County Median Income, with average rents of \$650 and \$750 for the one- and two-bedroom apartments, respectively.

Impact Fee Deferral Loan: The following outlines a similar repayment structure to SCC's Impact Fee Deferral Loan, and we respectfully request that the Board of County Commissioners approve the following for Calabash Meadows, subject to an allocation of tax credits:

- *Loan Amount: \$150,000.00;

- *Interest, Payments, & Term: 2.0%, payable equally over 15 years (no balloon payment);

- * Security: Mortgage on the \$9.6 million dollar development.

Thank you for your support in our efforts to provide safe, clean, convenient, and affordable rental housing for Seniors in Brunswick County!

265 Creek View Drive
Sunset Beach, North Carolina
28468

COUNTY OF BRUNSWICK
FINANCE DEPARTMENT
UTILITY BILLING DIVISION

WATER

FEE CALCULATION WORKSHEET

BCMS#: NA

Service taps greater than 2-inch must be installed by the Developer. Meters greater than 2-inch must be provided by the Developer and must meet County specifications. Prior to initiation of water service, all service taps shall be provided with proper backflow protection on the Owner's side of the meter and at the Owner's expense.

Name of Project or Development:

Water Fee Estimate - Calabash Meadows

Requester's Name:

Holly Smith

Date of Request:

1/30/2020

Mailing Address:

265 Creekview Drive

Completed By:

Wm. L. Pinnix, P.E.

Sunset Beach, NC

Home Phone:

(919) 673-5547 cell phone

Work Phone:

Physical Address for Service Connection:

(If different from mailing address above)

Portion of PID # 2250008302

Is Requester's property within another jurisdiction (i.e., sanitary district, water & sewer authority, municipality, or Special Assessment District)?

☒ No

☐ Yes If "Yes", inform the Requester to contact appropriate entity for other service and requirements.

Is this a new or existing structure?

Is County sewer available?

☒ New

☐ Existing

☐ No

☐ Yes

If applicable, provide permit # (water system extension):

Location on property where meter should be set, if known.

Dom. Meter Size:

Irr. Meter Size:

Number of residential units with 1 bedroom	30
Number of residential units with 2 bedrooms	30
Number of residential units with 3 bedrooms	
Number of residential units with 4 bedrooms	
Irrigation Area (square feet):	

Capital Recovery Sub- Total Cost
\$8,610
\$17,220
\$0
\$0
\$0.00
Total: \$25,830.00

Transmission Capital Recovery Sub- Total Cost
\$2,898
\$5,796
\$0
\$0
\$0
Total: \$8,694.00

1 REU = 210 gallons per day

	Meter & Tap Installation
	Meter Upgrade
	Irrigation Meter Only
	Split Service Irrigation Meter (At Time of Domestic Service Install)
	Split Service Irrigation Meter (On Existing Domestic Service)
	Meter Installation Only
	Meter for Well
	Premise Visit
	Surcharge - Dry Bore Excessive Length
	Surcharge - Wet Bore
	Surcharge - Wet Bore of Excessive Length
	Fireline Fee
	Account Deposit
\$ 25,830.00	Capital Recovery
\$ 8,694.00	Transmission CR
\$34,524	Total

Capital Recovery Charge (CRC) = \$ 860
Transmission Line Cap Recovery = \$ 290

Capital Recovery Charge (CR) = 4.10
Transmission Line Cap Recovery = \$ 1.38

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT
CUSTOMER SERVICE AND UTILITY BILLING DIVISION

FEE CALCULATION WORKSHEET

SEWER

BCMS#: NA

Name of Project or Development:

Sewer Fee Estimate - Calabash Meadows

Requester's Name:

Holly Smith

Date of Request:

1/30/2020

Mailing Address:

265 Creekview Drive
Sunset Beach, NC 28468

Completed By:

Wm. L. Pinnix, P.E.

Home Phone:

(919) 673-5547 cell phone

Work Phone:

Physical Address for Service Connection:
(If different from mailing address above)

Portion of PID # 2250008302

Is Requester's property within another jurisdiction (i.e., sanitary district, water & sewer authority, municipality, or Special Assessment District)?

☒ No

☐ Yes

If "Yes", inform the Requester to contact appropriate entity for other service and requirements.

Is this a new or existing structure?

☒ New

☐ Existing

Type of sewer available:

Gravity
Pressure
Vacuum

Is a Duplex Grinder Pump Station required?

Is Pump Station to be Owned and Maintained by County?
If Yes Above, the Monthly Maintenance Fee is:

☐ YES
☒ YES

☐ NO
☒ NO

FALSE

Residential Units x \$6 per REU =

\$0.00

If applicable, provide permit # (pressure to pressure connection, private gravity system):

Location on property where service should be installed, if known.

Tap size:

inch Tap

Number of residential units with 1 bedroom	30
Number of residential units with 2 bedrooms	30
Number of residential units with 3 bedrooms	
Number of residential units with 4 bedrooms	

Capital Recovery Sub- Total Cost
\$30,009
\$60,018
\$0
\$0
Total: \$90,027.00

Transmission Capital Recovery Sub- Total Cost
\$9,996
\$19,992
\$0
\$0
Total: \$29,988.00

Total:

Total:

1 REU = 210 gallons per day

	Tap Fee
	County Duplex Pump Station (Multifamily)
	Premise Visit
	Surcharge - Dry Bore Excessive Length
	Surcharge - Dry Bore Excessive Size (Residential Only)
	Surcharge - Wet Bore
	Surcharge - Wet Bore of Excessive Length
\$ 90,027.00	Capital Recovery
\$ 29,988.00	Transmission CR
\$ 120,015.00	Total

Capital Recovery Charge (CR) = 14.29 per gallon
Transmission Line Cap Recovery = \$ 4.76 per gallon

WWTP Designation:

WR - West Regional WWTP (210 gpd)

ST - Sea Trail WWTP (210)

NR - Northeast Brunswick Regional WWTP (210 gpd)

SH - Shallotte WWTP (210 GPD)

CS - Carolina Shores WWTP (210 GPD)

OIB - Ocean Isle Beach WWTP (210 GPD)

SEWER

FOR CUSTOMER SERVICE USE ONLY

Account No.

Date of Request:

1/30/20

Requester's Name:

0

Completed By:

Wm. L. Pinnix, P.E.

Mailing Address:

0

Home Phone:

0

0

Work Phone:

0

Physical Address for Service Connection:
(If different from mailing address above)

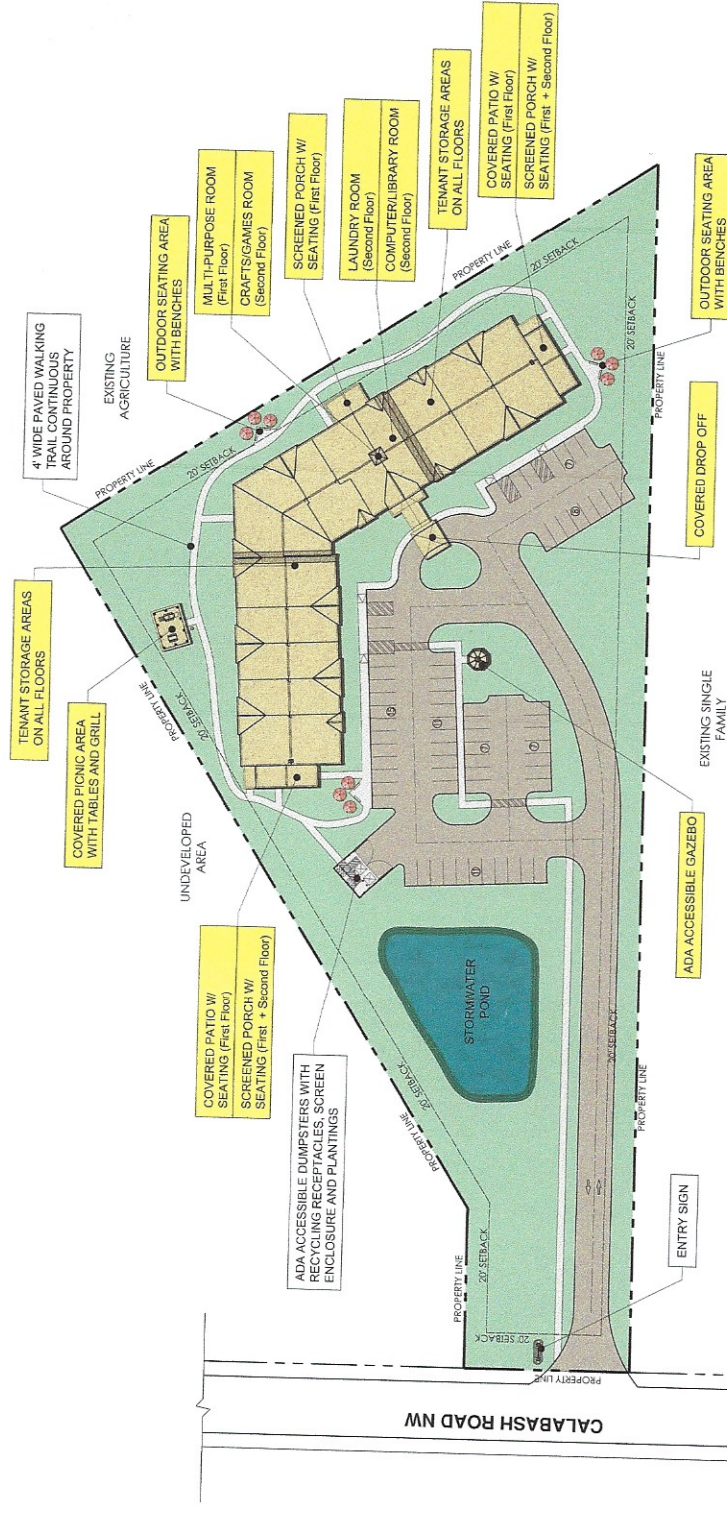
Portion of PID # 2250008302

0

If commercial or industrial, Name of Business:

Reviewed By

SITE INFORMATION:
 SITE AREA: 11.1 ACRES
 SITE ACCESS: FROM CALABASH ROAD NW
 TOTAL PARKING SPACES PROVIDED = 66 SPACES
 FLOOD PLAIN: NONE
 FLOOD PLAIN: NONE
 RETAINING WALLS: EXISTING/PLANNED: NONE/NONE



1 Site Plan

NOT FOR CONSTRUCTION

SEALS

CONSULTANTS

PROJECT
 Calabash Meadows

Calabash, North Carolina

20-428.00

REVISIONS

DATE

January 24, 2020
 NCSPA Application

DATE

SHEET

Site Plan

Site 1.1

1776 1776 1776 1776

RDA
 Ross / Deckard Architects

Phone: 919.875.3001

Fax: 919.875.9200

Email: mail@rossdeckardarchitects.com

Street Address: 4010 Wake Forest Road, Raleigh, North Carolina 27629

Mailing Address: P.O. Box 98044, Raleigh, North Carolina 27624-8044

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County of Brunswick
Office of the County Commissioners



**RESOLUTION APPROVING AN AGREEMENT DEFERRING UP TO \$150,000 IN
COUNTY FEES RELATED TO WATER AND SEWER SERVICE FOR THE
PROPOSED 'CALABASH MEADOWS' PROJECT**

In consideration of the proposed 'Calabash Meadows' senior living housing development located on Calabash Road near Carolina Shores.

WHEREAS, the proposed 'Calabash Meadows' senior living housing development project is submitting a full application under the 2019 Housing Tax Credit competition cycle; and

WHEREAS, Brunswick County is the fastest growing county in North Carolina (2017) and senior aged population is a major driver of the growth; and

WHEREAS, the need for affordable senior housing in Brunswick County, especially in the southern portion of the County, has historically been greatly under supplied, and

WHEREAS, following Hurricane Florence, the need for more affordable senior housing in Brunswick County has increased; and

WHEREAS, the NC Office of Budget & Management population projections indicates significant population growth to continue, adding over 64,000 people by 2039; and

WHEREAS, the location of the proposed project is very suitable, with convenient access to shopping and other services; and

WHEREAS, the project, as proposed, will assist in meeting the County's affordable housing goal.

NOW, THEREFORE, BE IT RESOLVED, that the Commissioners of Brunswick County do hereby approve an agreement deferring County fees related to water and sewer service up to \$150,000 to be repaid over a twenty-year period with an interest rate of two (2) percent.

ADOPTED the 17th day of February, 2020.

Frank Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board

FEE DEFERRAL AGREEMENT

THIS FEE DEFERRAL AGREEMENT (hereinafter the "**Agreement**") is entered into as of this _____ day of _____, 2015, by and between SUNSET COMMONS APTS, LLC, a North Carolina limited liability company (hereinafter the "**Borrower**") and the COUNTY OF BRUNSWICK, NORTH CAROLINA (hereinafter the "**County**").

RECITALS

- A. The Borrower is developing a multifamily rental housing development to be known as Sunset Creek Commons upon certain real property located in the County of Brunswick, North Carolina (hereinafter the "**Development**").
- B. The Borrower requested that the County defer certain fees (*i.e.*, utility, tap, permit...) payable to County with respect to the Development in the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "**Deferral**").
- C. The County's Board of Commissioners approved the Deferral at its April 21, 2014 regular meeting.
- D. The Borrower and County desire to memorialize the specific terms of the Deferral in this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the covenants contained herein, the sum of TEN DOLLARS (\$10.00) in hand paid to each of the parties hereto, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the County agree as follows:

- 1. **Incorporation of Recitals and Exhibits.** The recitals set forth above and all exhibits attached hereto are hereby incorporated into the substantive body of this Agreement.
- 2. **Deferment of Fees.** The County agrees to the Deferral in accordance with the terms of this Agreement. Borrower agrees to repay the Deferral amount in accordance with the terms of this Agreement.
- 3. **Repayment Terms.** The Borrower shall repay the amount of the Deferral as follows:
 - a. **Interest.** The interest rate is fixed at two percent (2%) simple interest per annum. Interest shall not accrue until the Development receives final certificates of occupancy for all buildings from the County.
 - b. **Payments.** Borrower shall make payments solely from Excess Cash Flow (hereinafter defined) as follows:

- i. No payments shall be due prior to April 1, 2018.
- ii. Commencing April 1, 2018, the Excess Cash Flow payment for the prior calendar year (subject to the limitations set forth in Section 3.b.iv. below) shall be remitted to the County on or before April 1st of each calendar year to be applied against the outstanding balance of the Deferral amount. All payments shall be applied first in payment of accrued interest and any remainder to payment of principal.
- iii. **"Excess Cash Flow"** shall mean the amount by which x) the actual rents plus other income from the Development exceed y) the Development's total actual operating expenses, asset management fee, debt service, repayment of any deferred developer fee, repayment of any unpaid loans made by an Investor Member (hereinafter defined) of the Borrower and unpaid adjuster amounts due to an Investor Member of the Borrower. Excess Cash Flow shall be determined as of the end of each calendar year for that calendar year. As a point of clarification, the Managing Member shall not get paid any amounts from Excess Cash Flow until after the annual payments hereunder are made to the County.
- iv. Notwithstanding the foregoing, the Borrower shall not be required to make annual Excess Cash Flow payments in excess of:

Nine Thousand One Hundred Six and 00/100 Dollars (\$9,106.00) for payments made on April 1, 2018, April 1, 2019, and April 1, 2020;

Ten Thousand Nine Hundred Seventeen and 00/100 Dollars (\$10,917.00) for payments made on April 1, 2021, April 1, 2022, and April 1, 2023;

Twelve Thousand Six Hundred Eight and 00/100 Dollars (\$12,608.00) for payments made April 1, 2024, April 1, 2025, and April 1, 2026;

Fourteen Thousand Two Hundred Forty-Eight and 00/100 Dollars (\$14,248.00) for payments made April 1, 2027, April 1, 2028, and April 1, 2029; and

Eleven Thousand Five Hundred Forty-Four and 00/100 Dollars (\$11,544.00) for payments made April 1, 2030 and April 1, 2031.

As a point of clarification, the limitations established in the preceding sentence are ceilings/maximums on annual payment amounts required hereunder and Borrower shall not be in default if Excess Cash Flow is not sufficient to reach such amounts. However, Borrower may, in its sole

discretion, make additional payments (above the preceding ceiling amounts) of principal and interest as it desires.

- c. Statements. The County will provide Borrower with a statement, at least annually, of the outstanding balance reflecting payments made by Borrower.
 - d. Maturity. The balance of the Deferral amount together with all accrued and unpaid interest shall be due and payable in full seventeen (17) years after the date of this Agreement (the "**Maturity Date**").
 - e. No Other Fees. Other than Interest, there are no other fees (origination, servicing or otherwise) associated with this Agreement or the Deferral.
4. **No Prepayment Penalties.** Borrower may pre-pay the Deferral amount at any time without penalty, subject only to the amount of unpaid interest that has accrued to the date of such payment in full.
5. **Default and Remedies.** The Borrower's failure to make any payment required under this Agreement shall constitute an event of default. Prior to exercising any remedies, the County shall give Borrower and Investor Member simultaneous written notice of any event of default. Borrower and Investor Member have the right to cure any event of default by thirty (30) days after receipt of written notice of default by Borrower and Investor Member prior to exercise of any remedies by the County. If such default remains uncured more than thirty (30) days after receipt of written notice of default by Borrower and Investor Member, the County may declare the unpaid balance immediately due and payable.
- a. Any cure of any default or event of default made or tendered by any general or Investor Member of Borrower (including Investor Member), shall be deemed to be a cure by Borrower and shall be accepted or rejected on the same basis as if made or tendered by Borrower.
 - b. "**Investor Member**" shall mean RBC Tax Credit Equity, LLC, RBC Tax Credit Manager II, Inc., and their affiliates, successors and assigns.
6. **Notices.** Any notice, demand, request or other communication which may or are required to be given hereunder shall be in writing and shall be sent by statutory overnight delivery return receipt requested or certified United States mail return receipt requested to the party at the following address or at such other address as the party may have furnished in writing:

To County:

County of Brunswick
P.O. Box 249
Bolivia, NC 28422

Attn: County Manager

To Borrower:

Sunset Commons Apts, LLC
265 Creek View Drive
Sunset Beach, NC 28468
Attention: Holly L. Smith

With a copy to:

Blanco Tackabery & Matamoros, P.A.
110 South Stratford Road, Fifth Floor
Winston-Salem, NC 27104-4299
Attention: Deborah L. McKenney, Esq.

And with copy to:

c/o RBC Tax Credit Equity, LLC
600 Superior Avenue, Suite 2300
Cleveland, OH 44114
Attention: President and General Counsel

And with copy to:

Applegate & Thorne-Thomsen
626 W. Jackson Blvd., Suite 400
Chicago, IL 60661
Attention: Bennett P. Applegate, Esq.

7. **Entire Agreement.** This Agreement incorporates the terms of all agreements between the County and the Borrower with regard to the subject matter of this Agreement.
8. **Successors.** The provisions of this Agreement bind and inure to the benefit of the undersigned parties and their successors and assigns. Neither the withdrawal, removal, replacement, and/or addition of a Managing Member or an Investor Member of the Company pursuant to the terms of the Borrower's Operating Agreement, shall constitute a default under this Agreement or the Note, and any such actions shall not accelerate the maturity of under this Agreement or the Note, nor require the consent or approval of the County.
9. **Applicable Law.** This Agreement shall be construed and enforced in accordance with the laws of **North Carolina**.

10. **Assignment.** The County shall not assign, pledge or otherwise encumber, for security or otherwise, the Deferral fee amount or this Agreement, or any portion(s) thereof or any right(s) of the County thereto, without the prior written consent of the Borrower.

[Signatures Appear on Following Pages]

IN WITNESS WHEREOF, this Agreement has been entered into by the undersigned as of the date first above written.

BORROWER:

Sunset Commons Apts, LLC,
a North Carolina limited liability company

By: Ilex Sunset Commons, LLC, Managing
Member

By: _____

Name: Holly L. Smith

Title: Managing Member

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the state and county aforesaid, hereby certify that Holly L. Smith personally came before me this date and acknowledged that she is the Managing Member of Ilex Sunset Commons, LLC, the Managing Member of Sunset Commons Apts, LLC and that by authority duly given and as an act of Sunset Commons Apts, LLC, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal this the ____ day of _____, 2015.

My commission expires: _____(SEAL)
[Signature of Notary Public]

_____, Notary Public
[Printed Name of Notary Public]

[Signatures continue on the next page]

COUNTY:

County of Brunswick, North Carolina

By: AB. Hardy
Name: Ann B. Hardy
Title: County Manager

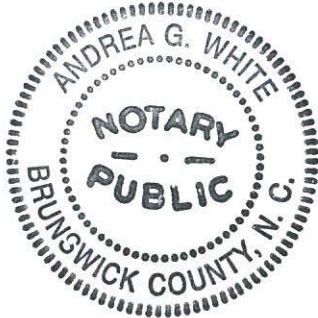
STATE OF NORTH CAROLINA
COUNTY OF BRUNSWICK

I, Andrea G. White, a Notary Public in and for the state and county aforesaid, hereby certify that Ann B. Hardy personally came before me this date and acknowledged that she is the Manager of the County of Brunswick and that by authority duly given and as an act of the county, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal this the 15 day of May, 2015.

My commission expires:

04/27/2018



Andrea G. White (SEAL)
[Signature of Notary Public]

Andrea G. White, Notary Public
[Printed Name of Notary Public]

Approved as to Form.

[Signature]
County Attorney

"This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act."

[Signature]
Julie A. Miller, Director of Fiscal Operations
Brunswick County, North Carolina

PROMISSORY NOTE

\$150,000.00

Executed: April __, 2015

FOR VALUE RECEIVED, the undersigned, SUNSET COMMONS APTS, LLC, a North Carolina limited liability company ("**Maker**"), having an address of 265 Creek View Drive, Sunset Beach, NC 28468 hereby promises to pay to the order of the COUNTY OF BRUNSWICK, NORTH CAROLINA ("**Holder**"), having an address of 30 Government Center Drive, Bolivia, NC 28422, the principal sum of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), with interest and principal payable as hereinafter provided.

1. **Fee Deferral.** This Promissory Note ("**Note**") evidences the obligations of Maker under that certain Fee Deferral Agreement between Maker and Holder of even date herewith (the "**Agreement**"). This Note is subject to all terms and definitions of the Agreement.
2. **Interest.** The interest rate payable under this Note is fixed at two percent (2%) simple interest per annum. Interest shall not accrue until the Development (defined below) receives final certificates of occupancy for all buildings from the County.
3. **Maturity Date.** If not sooner paid, all outstanding principal of this Note together with accrued and unpaid interest thereon shall be paid to the Holder on April __, 2032 (the "**Maturity Date**").
4. **Payments.** Maker shall make payment to Holder, its successors and/or assigns via delivery of lawful money of the United States of America to Holder at the address set forth above, or at such other place as Holder may designate in writing. Maker shall make payments solely from Excess Cash Flow (hereinafter defined) as follows:
 - a. No payments shall be due prior to April 1, 2018.
 - b. Commencing April 1, 2018, the Excess Cash Flow payment for the prior calendar year (subject to the limitations set forth in Section 4.d. below) shall be remitted to the Holder on or before April 1st of each calendar year to be applied against the outstanding balance of the Deferral amount. All payments shall be applied first in payment of accrued interest and any remainder to payment of principal.
 - c. "**Excess Cash Flow**" shall mean the amount by which x) the actual rents plus other income from the Development exceed y) the Development's total actual operating expenses, asset management fee, debt service, repayment of deferred development fee, repayment of any unpaid loans made by an Investor Member and unpaid adjuster amounts due to an Investor Member. Excess Cash Flow shall be determined as of the end of each calendar year for that calendar year. As a point of clarification, Maker's Managing Member shall not get paid any amounts from Excess Cash Flow until after the annual payments hereunder are made to the Holder.

- d. Notwithstanding the foregoing, the Maker shall not be required to make annual Excess Cash Flow payments in excess of:

Nine Thousand One Hundred Six and 00/100 Dollars (\$9,106.00) for payments made on April 1, 2018, April 1, 2019, and April 1, 2020;

Ten Thousand Nine Hundred Seventeen and 00/100 Dollars (\$10,917.00) for payments made on April 1, 2021, April 1, 2022, and April 1, 2023;

Twelve Thousand Six Hundred Eight and 00/100 Dollars (\$12,608.00) for payments made April 1, 2024, April 1, 2025, and April 1, 2026;

Fourteen Thousand Two Hundred Forty-Eight and 00/100 Dollars (\$14,248.00) for payments made April 1, 2027, April 1, 2028, and April 1, 2029; and

Eleven Thousand Five Hundred Forty-Four and 00/100 Dollars (\$11,544.00) for payments made April 1, 2030 and April 1, 2031.

As a point of clarification, the limitations established in the preceding sentence are ceilings/maximums on annual payment amounts required hereunder and Maker shall not be in default if Excess Cash Flow is not sufficient to reach such amounts. However, Maker may, in its sole discretion, make additional payments (above the preceding ceiling amounts) of principal and interest as it desires.

5. **“Development”** shall mean Maker’s planned multifamily rental housing development to be known as Sunset Commons and located upon certain real property located in the County of Brunswick, North Carolina.
6. **Prepayment.** Maker may prepay any amount due under this Note. There shall be no prepayment fee or premium charged on the amount of any prepayment.
7. **Defaults.** Maker’s failure to make any payment required under this Note shall constitute an event of default. Prior to exercising any remedies, Holder shall give Maker and Investor Member (as defined in the Agreement) simultaneous written notice of any event of default. If such default remains uncured more than thirty (30) days after receipt of written notice by Borrower and Investor Member, Holder may declare the unpaid balance immediately due and payable.
8. **Notices.** Any notice or other communication required or permitted to be given hereunder shall be in writing and shall comply with the terms of the Agreement.
9. **Security.** This Note is unsecured.
10. **Recourse.** This Note is a fully recourse obligation of Maker.

11. Venue. This Note, and the application and interpretation hereof, shall be governed by and construed in accordance with the law of the state of **North Carolina** applicable to contracts executed in and to be performed in the state of **North Carolina, Brunswick County, North Carolina**, shall be the venue of any legal action concerning this Note and/or the transactions contemplated hereby.

[Signature Appears on Following Page]

IN WITNESS WHEREOF, this Note has been executed as of the date first hereinabove written.

MAKER:

Sunset Commons Apts, LLC,
a North Carolina limited liability company

By: Ilex Sunset Commons, LLC, Managing
Member

By: _____

Name: Holly L. Smith

Title: Managing Member

STATE OF NORTH CAROLINA
COUNTY OF _____

I, _____, a Notary Public in and for the state and county aforesaid, hereby certify that Holly L. Smith personally came before me this date and acknowledged that she is the Managing Member of Ilex Sunset Commons, LLC, the Managing Member of Sunset Commons Apts, LLC and that by authority duly given and as an act of Sunset Commons Apts, LLC, the foregoing instrument was signed in its name.

Witness my hand and official stamp or seal this the ____ day of _____, 2015.

My commission expires:

_____(SEAL)
[Signature of Notary Public]

_____, Notary Public
[Printed Name of Notary Public]



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # V. - 9.

From: Tax Administration - February 2020 Releases
Jeffery P Niebauer

Issue/Action Requested:

Request that the Board of Commissioners approve the February 2020 releases.

Background/Purpose of Request:

Approval of the tax releases for the February 2020. A summary of the releases is listed below.

County real property release value \$1,145,010 (16 releases)

Leland real property release value \$100 (1 release)

Northwest real property release value \$161,230 (1 release)

County personal property release value \$393,540 (14 releases)

Smithville personal property release value \$46,429 (3 releases)

Southport personal property release value \$38,299 (2 releases)

County VTS December 2019 release value \$104,960 (11 releases)

Smithville VTS December 2019 release value \$36,690 (2 releases)

Boiling Spring Lakes VTS December 2019 release value \$25,427 (3 releases)

Leland VTS December 2019 release value \$29,170 (3 releases)

Southport VTS December 2019 release value \$26,600 (1 release)

St James VTS December 2019 release value \$8,686 (1 release)

County VTS January 2020 release value \$2,195,166 (14 releases)

Smithville VTS January 2020 release value \$10,210 (1 release)

Leland VTS January 2020 release value \$54,910 (4 releases)

Ocean Isle VTS January 2020 release value \$32,939 (1 release)

Shallotte VTS January 2020 release value \$,291 (1 release)

Southport VTS January 2020 release value \$10,210 (1 release)

St James VTS January 2020 release value \$4,770 (1 release)

For information purposes only

Leland fire district \$300 (1 release)

Shallotte Point fire district \$779.38 (6 releases)

Supply fire district \$551.25 (5 releases)

Winnabow/Leland fire district \$15 (1 release)

Winnabow fire district \$131.25 (2 releases)

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the February 2020 releases.

ATTACHMENTS:

Description

- ☐ Tax Releases for February 2020
- ☐ Motor Vehicle Releases (VTS) February 2020 Processed December 2019 (NCDMV Tax & Tag)
- ☐ Motor Vehicle Releases (VTS) February 2020 Processed January 2020 (NCDMV Tax & Tag)
- ☐ Fire Fee Releases February 2020

Tax Releases for February 2020

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047492	1/17/2020	GARNER BRANDON GUY	303815 (2019)	80044880		NULL	LOCKWOOD FOLLY	\$31.18-C \$3.12-LL	\$6,429.00	Clerical Error/DE Error
047493	1/17/2020	ELLISON PHILLIP GLEN	303816 (2019)	80013701	SOUTHPORT	NULL	SMITHVILLE	\$139.51-C \$13.95-LL \$11.51-SM \$1.15-LSM \$85.03-SP \$8.50-SPLL	\$28,764.00	Clerical Error/DE Error
047494	1/17/2020	SMITH JULIUS P III ETUX	303817 (2019)	80045090	OCEAN ISLE BEACH	NULL	SHALLOTTE	\$888.10-C \$88.81-LL	\$183,113.00	Clerical Error/DE Error
047495	1/17/2020	JACKSON MAURICE EUGENE ETUX	303818 (2019)	80048297		NULL	LOCKWOOD FOLLY	\$180.23-C \$36.05-LL	\$37,160.00	Clerical Error/DE Error
047496	1/17/2020	NEWHOUSE JONATHAN GREGORY	303819 (2019)	80087191		NULL	SHALLOTTE	\$183.82-C \$18.38-LL	\$37,900.00	Clerical Error/DE Error
047497	1/17/2020	NEWHOUSE JONATHAN GREGORY	303820 (2019)	80087191		NULL	SHALLOTTE	\$193.49-C \$38.70-LL	\$39,894.00	Clerical Error/DE Error
047498	1/17/2020	FRINK SHARRIE LEE	303821 (2019)	80034223		NULL	SHALLOTTE	\$19.16-C \$1.92-LL	\$3,951.00	Clerical Error/DE Error
047499	1/17/2020	FRINK SHARRIE LEE	303822 (2019)	80034223		NULL	SHALLOTTE	\$20.17-C \$4.03-LL	\$4,159.00	Clerical Error/DE Error
047500	1/21/2020	CHANDLER THOMAS P	025741 (2019)	80051617	OAK ISLAND	237IA156	SMITHVILLE	\$39.43-C \$3.25-SM	\$8,130.00	Adjusted Per Purchase Price
047501	1/21/2020	SARVIS DANIEL BLEASE	122897 (2019)	80018865		0470000801	TOWN CREEK	\$4.49-C	\$926.00	Duplicate Listing
047504	2/3/2020	YOUNTS TOMMY WAYNE	157929 (2019)	80072904	SOUTHPORT	NULL	SMITHVILLE	\$46.24-C \$3.81-SM \$28.19-SP	\$9,535.00	Duplicate Listing

Tax Releases for February 2020

PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047505	2/3/2020	HARRIS REID ALEXANDER JR	060618 (2019)	80032852		232KC004	LOCKWOOD FOLLY	\$17.62-C \$1.76-LL	\$3,632.00	Did Not Own January 1
047506	2/3/2020	BYRD BERRY F	021065 (2019)	61410750		244BE024	SHALLOTTE	\$70.99-C	\$14,637.00	Duplicate Listing

Tax Releases for February 2020

BUSINESS PERSONAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047502	1/21/2020	CARROLTON HOME CARE LLC	023900 (2019)	80050571	BELVILLE	0470003632	TOWN CREEK	\$7.43-C \$1.38-BELL	\$15,310.00	Clerical Error/DE Error

Tax Releases for February 2020

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047503	1/21/2020	ALLYN DANIEL B ETUX ALLYN DEBRA L	1951 (2020)	80059928	Brunswick County	233CB004		\$218.25-C	\$45,000.00	Military Exemption
047507	2/3/2020	MUNN CLARKIE ETALS	100622 (2019)	80025409	Northwest	0050000708		\$781.97-C \$386.95-NW	\$161,230.00	Clerical error/DE error
047509	2/3/2020	BURNS BERNARD SCOTT	20436 (2019)	51318780	Brunswick County	168DB006		\$663.24-C	\$136,750.00	Improvement on Another parcel
047511	2/3/2020	BURNS BERNARD SCOTT	20363 (2018)	51318780	Brunswick County	168DB006		\$534.32-C	\$110,170.00	Improvement on Another parcel
047513	2/3/2020	BURNS BERNARD SCOTT	20706 (2017)	51318780	Brunswick County	168DB006		\$534.32-C	\$110,170.00	Improvement on Another parcel
047515	2/3/2020	BURNS BERNARD SCOTT	20446 (2016)	51318780	Brunswick County	168DB006		\$534.32-C	\$110,170.00	Improvement on Another parcel
047517	2/3/2020	BURNS BERNARD SCOTT	20404 (2015)	51318780	Brunswick County	168DB006		\$534.32-C	\$110,170.00	Improvement on Another parcel
047519	2/3/2020	GRAYSON PARK DEVELOPMENT LLC	55915 (2019)	80067435	Leland	046PD00102		\$0.49-C \$0.21-LEL	\$100.00	Mapping correction
047521	2/4/2020	BRYANT EDNA M	18885 (2019)	20865290	Brunswick County	0570008802		\$59.07-C	\$12,180.00	Improvement removed from property
047523	2/4/2020	BRYANT EDNA M	18952 (2018)	20865290	Brunswick County	0570008802		\$70.62-C	\$14,560.00	Improvement removed from property
047525	2/4/2020	EDWARDS JAMES D	43076 (2019)	61955501	Brunswick County	21300033A	SHALLOTTE	\$279.80-C	\$57,690.00	Improvement removed from property
047527	2/4/2020	EDWARDS JAMES D	42455 (2018)	61955501	Brunswick County	21300033A	SHALLOTTE	\$263.79-C	\$54,390.00	Improvement removed from property
047529	2/4/2020	EDWARDS JAMES D	43149 (2017)	61955501	Brunswick County	21300033A	SHALLOTTE	\$263.79-C	\$54,390.00	Improvement removed from property

Tax Releases for February 2020

Appraisal RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047531	2/4/2020	EDWARDS JAMES D	42130 (2016)	61955501	Brunswick County	21300033A	SHALLOTTE	\$263.79-C	\$54,390.00	Improvement removed from property
047533	2/4/2020	EDWARDS JAMES D	41820 (2015)	61955501	Brunswick County	21300033A	SHALLOTTE	\$240.68-C	\$54,390.00	Improvement removed from property

Tax Releases for February 2020

REAL RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047535	2/4/2020	EDWARDS JAMES D	040676 (2014)	61955501		21300033 A	SHALLOTTE	\$262.23-C	\$59,260.00	Improvement Removed from Property

Release Category Codes

Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

Release Category Codes

Release Code	Release Type
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PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
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SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH

VTS RELEASES PROCESSED DECEMBER 2019

<u>Adjustment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
882108	50852868	SIRIANI, ERNEST ANTHONY	CL53468	2018	CAON	10,710	1,839	8,871	20					1,999	2018	B-20		BOS 2018=\$1999	12/13/19	1	Adjusted per Purchase Price
880823	44602653	MULDERMANS, PIERRE JAMES	EHH1220	2012	FORD	13,750	11,600	2,150				11,600						ADJ PER NADA VALUE	12/13/19	20	Appealed value
882497	44191641	SEPULVEDA, WILFREDO	CDE5442	2009	FORD	11,330	-	11,330	31								MILITARY	HOR- IA	12/13/19	4	Military Exempt
884553	51120444	THORSEN, SHELBY NEIL	FAL9650	2010	FORD	10,090	-	10,090		3							MILITARY	HOR- FL	12/23/19	4	Military Exempt
886950	51200180	FIRST APOLOSTOLIC CHUCH OF SOUTHPORT	BES4325	2019	NISS	22,600	-	26,600	21	3							RELIGIOUS	APPLICATION ATTACHED	12/23/19	6	Religious Exempt
885364	40502111	COX, JAMES ROBERT	AAP6870	2014	HYUN	7,840	4,547	3,293	31									NC INSPECTION 181,574 MILES	12/23/19	12	High Mileage/Condition
885530	46017540	HOFFMAN, BONNIE MARIE	FLL9633	2018	AUDI	61,736	53,050	8,686	29			53,050						ADJ PER NADA VALUE	12/23/19	20	Appealed value
885616	51148994	GRAHAM, CINDY WILLIAMS	ZNR1948	2014	KIA	17,356	7,800	9,556	20			7,800						ADJ PER NADA VALUE	12/23/19	20	Appealed value
887089	50379156	ABALO, DAYANA	HDX7348	2017	CHEV	14,547	-	14,547	31								MILITARY	HOR- FL	12/23/19		Military Exempt
887261	51099741	SPERBER, HERBERT MATTHEW	PMR7100	2013	AUDI	7,000	-	7,000	20								MILITARY	HOR- IL	12/27/19	4	Military Exempt
888231	395749	HOLCOMB, GUY WILLIAM III	YTD9305	2008	CHEV	11,820	8,983	2,837										228,698 MILES VISUALLY INSPECTED BY A. SPENCER	12/30/19	12	High Mileage/Condition

VTS RELEASES PROCESSED JANUARY 2020

<u>Adjust ment #</u>	<u>Abstract #</u>	<u>Name-Last, First, Middle</u>	<u>Tag #</u>	<u>Year</u>	<u>Make</u>	<u>B-VAL</u>	<u>New Value</u>	<u>Diff.</u>	<u>City</u>	<u>Twp.</u>	<u>Override %</u>	<u>Override Value</u>	<u>Override Status</u>	<u>Acquisition Cost</u>	<u>Acquisition Year</u>	<u>Dep Sch</u>	<u>Exempt Type</u>	<u>Notes</u>	<u>Date</u>	<u>Code</u>	<u>Code Description</u>
892613	35901261	YORASCHEK, RYAN R	DMH6310	2014	MAZ	16,398	-	16,398									MILITARY	HOR- FL	01/17/20	4	Military Exempt
892541	45971012	RUPKALVIS, JAMES AUGU	EHN2879	2016	NISS	10,210	-	10,210	21	3							MILITARY	HOR-SD	01/17/20	4	Military Exempt
893642	46403494	SCHENCK, GEORGE WALTER	FLM8760	1972	OLDS	33,439	500	32,939	12		100	500	PERM					ANTIQUE APPLICATION APPROVED	01/17/20	19	Antique Value Approved
893720	14174508	ADKINS, STEVEN SHANE	HEDBANGN	1964	CHEV	26,100	-	26,100	31								MILITARY	HOR- AK	01/17/20	4	Military Exempt
893536	22325960	BEAUMONT, JACQUELINE	ZSD1102	2014	BMW	26,520	21,750	4,770	29									ADJ PER NADA	01/17/20	20	Appealed value
893584	49417953	BROWN, AARON SCOTT	HCF3950	2011	HONDA	13,710	-	13,710	31								MILITARY	HOR-MI	01/17/20	4	Military Exempt
893590	49417811	BROWN, AARON SCOTT	HCD9223	2010	NISS	6,700	-	6,700	31								MILITARY	HOR-MI	01/17/20	4	Military Exempt
893624	377918	PARKER, MELODIE ELAINE	YSS7187	2008	MERZ	10,040	7,400	2,640				7,400						ADJ PER NADA	01/17/20	20	Appealed value
894529	51505207	RAMEY, KATHLEEN MARIE	HFR2798	2019	CANY	2,263,398	226,340	2,037,058						226,340	2019			DMV ERROR- KEYED INCORRECT AMT	01/21/20	2	Clerical Error
897175	387706	JORDAN, JENNIFER GAIL LYLES	ALC8665	2012	CHEV	4,950	4,659	291	22									NC INCEPTION 199,520 MILES	01/28/20	12	High Mileage/Condition
898252	24011752	BROWN, DONALD CHARLES	TRLMAYOR	1967	JEEP	11,900	3,500	8,400	31			3,500						ADJ PER SIMILAR SALE PRICE OF JEEPS	01/31/20	20	Appealed value
895472	51604237	SMITH, JIMMY ELWOOD	HFR1516	1973	PLYM	5,000	500	4,500			100	500	PERM					ANTIQUE APPLICATION APPROVED	01/31/20	19	Antique Value Approved
895739	46187358	SIMPSON, MATTHEW DAVID	DLN7262	2018	FORD	31,450	-	31,450									MILITARY	HOR-PA	01/31/20	4	Military Exempt

FEBRUARY 2020 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047508	2/3/2020	PAUL H & JEANNIE H JOHNSON REV TR AND JOHNSON DAVID MATTHEW	107885 (2019)	80059759	Leland	059PA023		\$300.00-LELF	\$0.00	Structural element correction
047510	2/3/2020	BURNS BERNARD SCOTT	20436 (2019)	51318780	Brunswick County	168DB006		\$146.25-SUF	\$136,750.00	Improvement on Another parcel
047512	2/3/2020	BURNS BERNARD SCOTT	20363 (2018)	51318780	Brunswick County	168DB006		\$112.50-SUF	\$110,170.00	Improvement on Another parcel
047514	2/3/2020	BURNS BERNARD SCOTT	20706 (2017)	51318780	Brunswick County	168DB006		\$112.50-SUF	\$110,170.00	Improvement on Another parcel
047516	2/3/2020	BURNS BERNARD SCOTT	20446 (2016)	51318780	Brunswick County	168DB006		\$90.00-SUF	\$110,170.00	Improvement on Another parcel
047518	2/3/2020	BURNS BERNARD SCOTT	20404 (2015)	51318780	Brunswick County	168DB006		\$90.00-SUF	\$110,170.00	Improvement on Another parcel
047520	2/3/2020	GRAYSON PARK DEVELOPMENT LLC	55915 (2019)	80067435	Leland	046PD00102		\$15.00-WILF	\$100.00	Mapping correction
047522	2/4/2020	BRYANT EDNA M	18885 (2019)	20865290	Brunswick County	0570008802		\$68.75-WINF	\$12,180.00	Improvement removed from property
047524	2/4/2020	BRYANT EDNA M	18952 (2018)	20865290	Brunswick County	0570008802		\$62.50-WINF	\$14,560.00	Improvement removed from property
047526	2/4/2020	EDWARDS JAMES D	43076 (2019)	61955501	Brunswick County	21300033A	SHALLOTTE	\$185.63-SHPF	\$57,690.00	Improvement removed from property
047528	2/4/2020	EDWARDS JAMES D	42455 (2018)	61955501	Brunswick County	21300033A	SHALLOTTE	\$168.75-SHPF	\$54,390.00	Improvement removed from property
047530	2/4/2020	EDWARDS JAMES D	43149 (2017)	61955501	Brunswick County	21300033A	SHALLOTTE	\$125.00-SHPF	\$54,390.00	Improvement removed from property
047532	2/4/2020	EDWARDS JAMES D	42130 (2016)	61955501	Brunswick County	21300033A	SHALLOTTE	\$100.00-SHPF	\$54,390.00	Improvement removed from property

FEBRUARY 2020 Fire Fee RELEASES

Release Number	Release Date	Tax Payer Name	Bill Number (Year)	Account Number	City	Parcel Number	Township	Amount Released	Value Released	Release Reason
047534	2/4/2020	EDWARDS JAMES D	41820 (2015)	61955501	Brunswick County	21300033A	SHALLOTTE	\$100.00-SHPF	\$54,390.00	Improvement removed from property
047536	2/4/2020	EDWARDS JAMES D	040676 (2014)	61955501		21300033 A	SHALLOTTE	\$100.00-SHPF	\$0.00	Improvement Removed from Property

Release Category Codes

Release Code Release Type

BHI	BALD HEAD ISLAND
BEL	BELVILLE
BSL	BOILING SPRING LAKES
BOL	BOLIVIA
CAL	CALABASH
CS	CAROLINA SHORES
CAS	CASWELL BEACH
C	COUNTY
HB	HOLDEN BEACH
INT	INTEREST
LSM	LATE LIST SMITHVILLE
LELLL	LELAND LATE LIST
LBLL	LONG BEACH LATE LIST
NAVLL	NAVASSA LATE LIST
NWLL	NORTHWEST LATE LIST
OILL	OAK ISLAND LATE LIST
OIBLL	OCEAN ISLE BEACH LATE LIST
PL04	OFF PREMISES WINE

Release Code Release Type

BHILL	BALH HEAD ISLAND LATE LIST
BELLL	BELVILLE LATE LIST
BSLLL	BOILING SPRING LAKES LATE LIST
BOLLL	BOLIVIA LATE LIST
CALLL	CALABASH LATE LIST
CSLL	CAROLINA SHORES LATE LIST
CASLL	CASWELL BEACH LATE LIST
FF	FIRE FEE
HBLL	HOLDEN BEACH LATE LIST
LL	LATE LIST PENALTY
LEL	LELAND
LB	LONG BEACH
NAV	NAVASSA
NW	NORTHWEST
OI	OAK ISLAND
OIB	OCEAN ISLE BEACH
PL02	OFF PREMISES MALT
PL01	ON PREMISES MALT

Release Category Codes

Release Code	Release Type
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PL03	ON PREMISES WINE
SAD25	SAD 25
SAD28	SAD 28
SCLL	SANDY CREEK LATE LIST
SHA	SHALLOTTE
SM	SMITHVILLE HOSPITAL
SPLL	SOUTHPORT LATE LIST
SJ	ST JAMES
SB	SUNSET BEACH
T	TOTAL TAX
VARLL	VARNAMTOWN LATE LIST
YPLLL	YAUPON BEACH LAST LIST

Release Code	Release Type
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SAD24	SAD 24
SAD27	SAD 27
SC	SANDY CREEK
SBSD	SE BRUNSWICK SAN DIST
SHALL	SHALLOTTE LATE LIST
SP	SOUTHPORT
SAD	SPECIAL ASSESSMENT DISTRICT
SJLL	ST JAMES LATE LIST
SBLL	SUNSET BEACH LATE LIST
VAR	VARNAMTOWN
YP	YAUPON BEACH



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

From:

Lyle Johnston

Action Item # VI. - 1.

Emergency Services - Ambulance Franchise Request for
Columbus County EMS, Inc

Issue/Action Requested:

Request that the Board of Commissioners hold a hearing to consider approval for an ambulance franchise request from Columbus County EMS, Inc.

Background/Purpose of Request:

Applicant has submitted a franchise application in request to be able to provide non emergency medical transports within Brunswick County. Columbus County EMS, Inc has come before the Brunswick County EMS Quality Assurance Committee, and the committee has recommended that this request be sent to the Board of Commissioners for consideration.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Manager's Recommendation:

Recommend that the Board of Commissioners hold a hearing to consider approval for an ambulance franchise request from Columbus County EMS, Inc.

ATTACHMENTS:

Description

- ▣ Columbus County EMS Franchise Application

**Brunswick County Emergency Services
EMS Division
Provider Application
For Inclusion Into
The EMS System Plan**



Brunswick County Code of Ordinances, Public Health and Safety Chapter 1-9, Article II regulates the operation of emergency and non-emergency ambulance services within the jurisdiction of Brunswick County. Potential franchisees are required by ordinance to submit an application for initial and renewal ambulance service franchises.

Provider Information:

Legal Name of Provider:

Columbus County EMS, Inc.

Mailing Address:

205 W. Main St

City: Whiteville State: NC Zip
Code: 28472

Physical Address of the Primary

Business: Columbus County EMS, Inc.
205 W. Main St.

City: Whiteville State: NC Zip
Code: 28472

Is the Provider Licensed in North Carolina: _____ Provider
Number: _____

Provider Administrative

Contact: Raven S. Williamson

Phone Number: 910-770-1016 Fax
Number: 910-640-2508

Pager Number: _____ Mobile
Number: 910-770-1016

Email ravenwilliamsonems@gmail.com
Address: _____

What is the proposed level of licensed operation inside Brunswick County:

☒ EMT

☐ EMT-I

☐ EMT-P

Provide a written narrative indicating the proposed service area of the provider inside Brunswick County to include square miles:

To provide EMT- B level care within Brunswick County. Requesting franchise with Brunswick County in order to provide service for dialysis patients under Davita, Dialysis care, and provide service to Life Care Hospice (aka) Lower Cape Fear Hospice patients. Provide service to Novant Health for non emergency transports.

Describe the time period (days of week, time of day) that the provider will have an ambulance active in Brunswick County (i.e. 24 hours/day, 9-5, etc.).

24/7 Service may be provided

Indicate how the provider will assure that adequate North Carolina credentialed personnel will be available to respond to all calls as required by G.S. 131E-158.

All employees of Columbus County EMS, Inc., are required to take 3 hrs of Con-Ed with Southeastern Community College in Whiteville, NC.

Indicate the providers procedure for documenting patient care information and sending appropriate reports to North Carolina Office of Emergency Medical Services.

Crews use paper tickets out in the field to obtain physical signature. Each ticket is entered into our Elite Software system. Ticket is then sent electronically to NC OEMS office within 24 hrs of transport.

Indicate the providers procedure for investigating and reporting medical errors:

All tickets go thru a two part Q&A System, via Col. Co. EMS & Billing vendor. All documents are released over quarterly for Peer Review by all EMS Department. Errors are corrected by Medical Director directions.

Indicate the provider's procedure for suspending an individuals EMS credential and providing remedial training:

Any crew member found with 9 hrs or more behind in Con-Ed, are pulled from active duty. That member must follow orders from EMS Medical Director Dr. Joseph Pell, for all remedial training and go in front of medical review board.

Indicate the provider's procedure for maintaining, inserting, and updating records in the North Carolina Credentialing Information System.

Raven Williamson - Director maintains and updates all information in the NC-Credentialing Info. System monthly.

Indicate the provider's procedure for daily unit stock, vehicle problem reporting, and adherence to the EMS System minimal ambulance stock requirements:

At the start of each shift, Crews must complete a check-off sheet. At the end of shift sheet is turned into Raven Williamson.

All BLS Bag are locked with security tags to ensure bags are fully stocked.

Indicate the provider's procedure for restocking used supplies and equipment:

Raven Williamson or Supervisor Ava Ward will release any item for restocking with a change out of (proof of use, exp. drug/supply).

Indicate the provider's procedure for accounting for secured medications:

Being a paramedic provider, we follow DEA protocol for securing drugs with a double lock system. All equipment, monitors & BLS/ALS Bags use a zip lock security tag system.

Indicate the total number of vehicles provider proposes to operate inside Brunswick County: 2 Ground 1 EMT-I/P Non Transport (If needed)
We would only use 2 units, unless more units are needed.

Indicate how the public will access the provider: Business Line: 910-640-3049
(Facility) w/in Brunswick Co. may call 910-770-2962

Indicate how providers units will communicate with their dispatch center as well as the Brunswick County Communication Center. Provide copies of current FCC licenses as an attachment: Kenwood Radio System built in each ambulance

Indicate how individual providers will receive continuing education, how classes will be tracked, and the consequences of not attending continuing education:

Each employee must turn in all their
Con-Ed classes to their supervisor monthly.

Bruce Williamson - checks with EMS Cord.
@ Southeastern Community monthly.

Consequence for not attending class, will
result in employee taking on-line make-up
class or will become (inactive), unable
to provide care or work on ambulance



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # VII. - 1.

From: Engineering - County Courthouse Addition and Renovation-
Wm. L. Pinnix, P.E. - Engineering Director Recommendation of Award to Monteith Construction Corporation
(Wm. L. Pinnix, P.E.)

Issue/Action Requested:

Request that the Board of Commissioners approve the Notice of Award and execute the construction contract with Monteith Construction Corporation in the amount of \$10,983,000.00 for the Brunswick County Courthouse Addition and Renovation project after County Legal review and approval of the construction contract.

Background/Purpose of Request:

The courthouse addition and renovation project will consist of a three story, 15,000 SF addition to the north end of the building as well as renovations of the existing 102,450 SF courthouse building. The project timeframe is (730) consecutive calendar days. It is anticipated that the new building addition with limited renovations will be completed in the first year with the remainder of the building renovations completed in year two of construction. As a related project the new courthouse parking lot was opened for use in early January.

County staff and the architect prequalified general contractor bidders for this project in accordance with the county prequalification policy. There were six prequalified bidders. The bid opening was held on Thursday, January 30th at 3pm. Four of the six prequalified bidders submitted a bid on the project.

Monteith Construction Corporation is the lowest responsive and responsible bidder with a total bid of \$10,983,000.00. This bid includes:

- ** Construction contingency allowance of \$250,000 to be used only as approved by the architect and county engineer
- ** Bid Alternate G-1: \$90,000 for existing building south elevation renovations to update the south facing wall with new wall panels and glazing
- ** Bid Alternate G-2: \$68,000 to reinforce the existing floor structure in Records Room 3018 and furnish and install a mobile storage shelving system
- ** Bid Alternate G-3: \$90,000 to furnish and install an exit turnstile at the main entrance / exit to include the electrical power circuit and all accessories. The exit turnsite is part of the recommended securtiy enhancements to the courthouse.
- ** Bid Alternate G-4: \$200,000 for replacing the existing building automation system (BAS) controls on the existing building variable air volume (VAV) boxes and series and parallel fan units.

Note on Bid Alternate G-4: during Hurricane Florence a voltage surge entered the courthouse due to the storm. The original HVAC controls system was damaged and Operation Services worked with their HVAC

contractor to install a new digital control system to get the building chiller up and running again so the courthouse could be reopened. The older original HVAC control system still operates a majority of the original building fans and variable air boxes so the courthouse is actually operating with two separate HVAC controls systems. The new building addition will be an extension of the newer system and Bid Alternate G-4 will replace the remaining older HVAC controls with the same newer control system so the remodeled building is all operating on a newer Building Automation System.

Based upon the project budget and the architect's recommendation county staff recommend awarding the base bid and all four bid alternates in the total amount of \$10,983,000 to Monteith Construction Corporation and execution of the construction contract after County Legal review and approval.

Fiscal Impact:

Budget Amendment Required, Capital Project/Grant Ordinance Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations

Budget Amendment and the associated capital project ordinance transfers \$10,881,060 designated from the county capital reserve to the project.

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Reviewed and docusigned.

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the Notice of Award and execute the construction contract with Monteith Construction Corporation in the amount of \$10,983,000.00 for the Brunswick County Courthouse Addition and Renovation project after County Legal review and approval of the construction contract.

ATTACHMENTS:

Description

- ❑ BC CH Add and Renov _ Rec of Award_SSA_Attach (1)
- ❑ BC CH Add and Renov _ Monteith NOA_Attach (2)
- ❑ Courthouse Addition and Renovation Contract
- ❑ 20200217 Budget Amendment Courthouse Addition and Renovations.pdf
- ❑ BC CH Add and Renov _ SSA Cover Sheet _Attach (3)
- ❑ BC CH Add and Renov _ SSA Site Plan_Attach (4)
- ❑ 20200217 CPO Courthouse Addition and Renovations.pdf



February 3, 2020

William L. Pinnix, P.E.
Director of Engineering, Brunswick County
PO Box 249
Bolivia, NC 28422

Re: Brunswick County Courthouse Addition & Renovation
Construction Contract Award Recommendation

Dear Bill;

Sealed bids were received for this project on January 30, 2020. Six general contractors had previously submitted their qualifications and, following review, were prequalified by the county to bid the project. Four of the six contractors attended the bid opening and hand delivered their sealed bids at the bid opening. All bids were complete and competitive. The certified bid tabulation is enclosed.

Alternate bids adding work to the base bid scope were taken to allow for project cost control after bidding. The total of the base bid amount plus all alternate bids is well within the budget of \$11,951,550 assigned to this project.

The lowest bid was submitted by Monteith Construction Corp. located in Wilmington.

We recommend awarding the construction contract to Monteith Construction Corp. The contract amount should include the following:

Base Bid	\$10,535,000	
Alternate G-1	\$ 90,000	South Elevation Renovations
Alternate G-2	\$ 68,000	Records Room 3018
Alternate G-3	\$ 90,000	Main Lobby Exit Security Turnstile
Alternate M-1	\$ 200,000	Expand HVAC Controls Replacement
Total Contract	<hr/> \$10,983,000	

Sincerely

A handwritten signature in black ink, appearing to read "John R. Sawyer".

John R. Sawyer AIA
enc. Certified bid tabulation

Single Prime Bid - Bid Tabulation

	Barnhill Contracting Company					JM Thompson Company					Monteith Construction Corp.				
LICENSE #	3194					474					43319				
BID BOND	5%					5%					5%				
MBE FORMS	COMPLETED					COMPLETED					COMPLETED				
BASE BID	\$11,198,000					\$12,240,000					\$10,535,000				
ALTERNATE BIDS	G-1: \$ 98,000					G-1: \$ 107,124					G-1: \$ 90,000				
	G-2: \$ 95,000					G-2: \$ 67,000					G-2: \$ 68,000				
	G-3: \$ 74,000					G-3: \$ 152,000					G-3: \$ 90,000				
	M-1: \$ 170,000					M-1: \$ 160,000					M-1: \$ 200,000				
UNIT PRICES	U-1: \$ 9.60 / s.y.					U-1: \$ 47.00 / s.y.					U-1: \$ 20.00 / s.y.				
	U-2: \$ 160.00 / unit					U-2: \$ 175.00 / unit					U-2: \$ 100.00 / unit				
ADDENDA	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5
	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Single Prime Bid - Bid Tabulation

	WM Jordan Company					Clancy & Theys Construction Company					Thomas Construction				
LICENSE #	3194					NO BID					NO BID				
BID BOND	5%														
MBE FORMS	COMPLETED														
BASE BID	\$11,290,000														
ALTERNATE BIDS	G-1: \$ 102,330					G-1: \$					G-1: \$				
	G-2: \$ 70,300					G-2: \$					G-2: \$				
	G-3: \$ 86,500					G-3: \$					G-3: \$				
	M-1: \$ 174,000					M-1: \$					M-1: \$				
UNIT PRICES	U-1: \$ 15.00 / s.y.					U-1: \$ / s.y.					U-1: \$ / s.y.				
	U-2: \$ 150.00 / unit					U-2: \$ / unit					U-2: \$ / unit				
ADDENDA	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5	#1	#2	#3	#4	#5
	X	X	X	X	X										

This is a certified bid tabulation, verified by the Architect



John R. Sawyer, AIA

Date 1-30-2020

ALTERNATES: G-1: South Elevation Renovations, G-2: Records Room 3018, G-3: Main Entrance Turnstile, M-1: Expand DDC Controls

UNITS: U-1: Remedial Floor Coating per s.y. U-2: Voice Data rough-in per outlet box.

NOTICE OF AWARD

Dated February 17, 20 20

To: Monteith Construction Corporation
(BIDDER)

Address: 208 Princess Street
Wilmington, North Carolina 28401

Owner: BRUNSWICK COUNTY

Owner's Contract No. N/A

Project: Brunswick County Courthouse Addition and Renovations
(Insert Name of Contract as it Appears in the Construction Documents)

You are hereby notified that your bid dated January 30, 20 20 for the above described project has been considered and has been accepted by the Owner.

The amount of your Contract is: Ten Million, Nine Hundred and Eighty-Three Thousand and Zero Hundred
Dollars (\$ 10,983,000.00)

Enclosed with this Notice of Award are the following:

Form of Performance Bond, Form of Payment Bond, and Certificate of Insurance.

You must comply with the following conditions precedent within fourteen (14) days of the date of this Notice of Award, that is by:

March 2, 20 20

1. You must execute the contract by electronic signature. A Docu-Sign email with an electronic form of construction contract has been/will be sent to you for electronic signature.
2. You must deliver to the Owner 2 each of the fully executed Performance Bond, Payment Bond, and Form of Insurance. Each of the Documents must bear your signature.
3. List other condition precedents:

None

Do not submit with bid Do not submit with bid Do not submit with bid Do not submit with bid

Failure to comply with these conditions within the time specified will entitle Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

After you have satisfactorily complied with the above conditions, Owner will return to you a fully signed copy of the Contract.

BRUNSWICK COUNTY

(OWNER)

By: _____

(AUTHORIZED SIGNATURE)

(Title)

ACCEPTANCE OF AWARD

MONTEITH CONSTRUCTION CORPORATION

(CONTRACTOR)

By: _____

(AUTHORIZED SIGNATURE)

(TITLE)

(DATE)

COPY to ARCHITECT

(Use Certified Mail, Return Receipt Requested)

Name: John R. Sawyer, AIA
Address: Sawyer Sherwood & Associate Architecture
 124 Market Street
 Wilmington, North Carolina 28401

NORTH CAROLINA**CONSTRUCTION OR REPAIR AGREEMENT****[Standard]****BRUNSWICK COUNTY**

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the “Agreement” or “Contract”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County” or “Owner”), party of the first part, and Monteith Construction Corporation, (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:**1. PROJECT**

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers’ Compensation, Public Liability, Property Damage and Builder’s Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the “Bid Documents”) titled:

Project: Brunswick County Courthouse Addition and Renovations

Consisting of the following sheets **100% Construction Drawings**

dated **September 23, 2019**

And the following addenda:

Addendum No. 1

Dated: December 16, 2019

Addendum No. 2

Dated: December 20, 2019

Addendum No. 3

Dated: January 13, 2020

Addendum No. 4

Dated: January 20, 2020

Addendum No. 5

Dated: January 24, 2020

The Bid Documents are incorporated by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2. TERM OF AGREEMENT

The term of this Agreement begins upon issuance of the Notice to Proceed by Brunswick County (the "Effective Date") and continues in effect for **Seven Hundred and Thirty (730)** consecutive calendar days (= **two years**), unless extended or sooner terminated as provided for in the Brunswick County General Conditions of the Contract.

3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

The County agrees to pay Contractor the total amount of **Ten Million, Nine Hundred Eighty-Three Thousand and 00/100 Dollars (\$10,983,000.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. The County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, the County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

- (1) Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- (4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- (5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;
- (6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;
- (7) The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);

- (8) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (9) Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

15. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide County with an affidavit of compliance or exemption.

16. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (4) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

17. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

19. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation, as more fully set forth in the General Conditions of the Contract.

20. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the Project herein.

23. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

24. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

(3) **NOTICE ADDRESS.**

- a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

For the County: Brunswick County Attorney
P.O. Box 249
Bolivia, NC 28422

With a copy to: William L. Pinnix, P.E.
Director of Engineering
PO Box 249, Building I
Bolivia, North Carolina 28422

- b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: William L. Pinnix, P.E.
Director of Engineering
PO Box 249, Building I
Bolivia, North Carolina 28422

- c. All communications to Contractor shall be sent to:

For the Contractor: Monteith Construction Corporation
Attn: N. John Monteith, Registered Agent
208 Princess Street
Wilmington, NC 28401

27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY_____
Clerk to the BoardBy: _____
Frank Williams
Chairman

[SEAL]

MONTEITH CONSTRUCTION CORPORATION

DocuSigned by:
By: Brian Stamp
29B7FF5533DB4FE...

Printed Name: Brian A. Stamp

Title: Vice President

Date: 2/5/2020

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

DocuSigned by:
Julie A. Miller
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

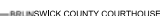
DocuSigned by:
Bryan W. Batton
Robert W. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Request Info	
Type	Budget Amendment
Description	Courthouse Addition and Renovations
Justification	Board Meeting 02/17/2020-Transfer \$10,881,060 funding from the county capital reserve to the Courthouse Addition and Renovation project for award of construction contract to Monteith Construction in the amount of \$10,983,000.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
439801	398110	Interfund Trans Co Cap Reserve	Trans Frm General Fund	-10881060	Decrease	Debit
439801	464204	Interfund Trans Co Cap Reserve	New Courthouse Future Cap Imp	-10860750	Decrease	Credit
439801	464299	Interfund Trans Co Cap Reserve	Undesignated Funds	-20310	Decrease	Credit
438207	398110	Court House Renovation	Trans Frm General Fund	10881060	Increase	Credit
438207	464001	Court House Renovation	Arch/Engnrg/Legal	-101940	Decrease	Credit
438207	464002	Court House Renovation	Construction	10983000	Increase	Debit

Total	
Grand Total:	0

Construction Drawings
September 23, 2019

[illegible]

INDEX OF DRAWINGS

G1.0	Cover, Index, Legend, Abbreviations	S0.1	Structural Notes
G1.1	Appendix B	S0.2	Designated Plans & Schedules
G1.2	Site Plan	S1.0	Site Plan
G2.0	First Floor Life Safety Plan	S1.1	Foundation & Slab Plan
G2.1	Second Floor Life Safety Plan	S1.2	2nd Floor Framing Plan
G2.2	Third Floor Life Safety Plan	S1.3	3rd Floor Framing Plan
G3.0	UL Assemblies	S1.4	Roof Framing Plan
		S3.0	Foundation Sections & Details
A1.0	Cover Sheet and Existing Site Plan	S3.1	Foundation Sections & Details
A1.1	Demolition Plan	S3.2	Framing Sections & Details
C1.0	Proposed Site Plan	S3.3	Framing Sections & Details
C1.1	Grading, Erosion Control, & Stormwater Plan	S3.4	Masonry Sections & Details
C1.2	Foundation Section	S3.5	Masonry Sections & Details
C4.0	Construction Sequencing Phases Plan	S4.0	Shoofwall Elevation
C4.1	Civil Details	S4.1	Existing Precast Panel Elevations
		S4.2	Shoofwall Elevation
		S5.0	Column Schedule, Untitled Schedule & Details
AC1.0	Architectural Site Plan		
AC1.1	Secure Perimeter and Vehicular Gate Details	P0.1	Plumbing Legend, Schedules & Details
AC1.2	Phase 1 First Floor Plan	P0.2	Plumbing Details
AC1.3	Phase 1 & 2 Second & Third Floor Plan	P1.0	Plumbing Demolition Plan First Floor
AC1.4	Phase 2 First Floor Plan	P1.1	Plumbing Demolition Plan Second Floor
AC1.5	Phase 3 First Floor Plan	P1.2	Plumbing Demolition Plan Third Floor
AC1.6	Phase 3 Second & Third Floor Plan	P1.3	Plumbing Plan First Floor
		P1.4	Plumbing Plan Second Floor
AD1.0	First Floor Demolition Plan	P1.5	Plumbing Plan Third Floor
AD1.1	Second Floor Demolition Plan	P4.1	Enlarged Plumbing Plans First Floor
AD1.2	Third Floor Demolition Plan	P4.2	Enlarged Plumbing Plans Second Floor
		P4.3	Enlarged Plumbing Plans Third Floor
A1.0	First Floor Plan		
A1.1	Second Floor Plan	M0.1	Mechanical Legend, Energy Schedule & Fire Penetration Details
A1.2	Third Floor Plan	M0.2	First Floor Mechanical Demolition Plan
A1.3	Roof Plan	M0.3	Second Floor Mechanical Demolition Plan
A1.4	First Floor Reflected Ceiling Plan	M0.4	Third Floor Mechanical Demolition Plan
A1.5	Second Floor Reflected Ceiling Plan	M0.5	Mechanical 1053 Demolition - Demolition
A1.6	Third Floor Reflected Ceiling Plan	M0.6	Mechanical 1053 Demolition - Demolition
A2.0	Building Elevations & Section	M1.0	Overall Site Plan - Renovation
A2.1	Building Sections	M1.1	First Floor Mechanical Renovation Plan
A2.2	Wall Sections	M1.2	Second Floor Mechanical Renovation Plan
A3.0	Wall Sections	M1.3	Third Floor Mechanical Renovation Plan
A3.1	Wall Sections	M2.0	Mechanical 1053 - Renovation
A3.2	Wall Sections	M2.1	Mechanical 1053 - Renovation
A3.3	Interior Wall Sections	M2.2	Mechanical 1053 - Renovation - Ductwork - Renovation
A4.0	Enlarged Plans	M2.3	Enlarged Mechanical Rooms 1203 & 2203
A4.1	Enlarged Restroom Plan	M5.0	Mechanical Details
A4.2	Courtyard #0 Enlarged Plan & Casework	M5.1	Mechanical Details
A4.3	Courtyard #3 Enlarged Plan & Casework	M6.0	Mechanical Schedules
A4.4	Courtyard #5 Enlarged Plan & Casework	M6.1	Mechanical Schedules
A4.5	Courtyard #6 Enlarged Plan & Casework	M6.2	Mechanical Schedules
A4.6	Courtyard #7 Enlarged Plan & Casework	M6.3	Mechanical Section Diagrams
A4.7	Courtyard #8 Enlarged Plan & Casework	M6.4	Mechanical Section Diagrams
A4.8	Enlarged Plan Exit Stairs		
A4.9	Enlarged Plan Exit Stairs	E0.1	Electrical Notes, Legends, Schedules
A5.0	Enlarged Plans	E0.11	Electrical Site Plan
A5.1	Exterior Wall Details	ED.1	Electrical 1st Floor Power Demolition Plan
A5.2	Details	ED.12	Electrical 1st Floor Lighting Demolition Plan
A5.3	ALTERNATE BID - South Courtyard Wall Details	ED.13	Electrical 1st Floor Auxiliary Systems Demolition Plan
A6.0	Finish and Door Schedules	ED.14	Electrical 2nd Floor Power Demolition Plan
A6.1	Finish & Door Schedules	ED.15	Electrical 2nd Floor Lighting Demolition Plan
A6.2	Door Elevations	ED.16	Electrical 2nd Floor Auxiliary Systems Demolition Plan
A6.3	Window Elevations	ED.17	Electrical 3rd Floor Power Demolition Plan
A7.0	Casework Elevations	ED.18	Electrical 3rd Floor Lighting Demolition Plan
A7.1	Casework Elevations	ED.19	Electrical 3rd Floor Auxiliary Systems Demolition Plan
A7.2	Casework Elevations	E1.1	Electrical 1st Floor Power Plan
A7.3	Casework Sections	E1.2	Electrical 1st Floor Lighting Plan
A7.4	Courtyard Casework Sections	E1.3	Electrical 1st Floor Lighting Systems Plan
A7.5	Interior Details	E1.4	Electrical 2nd Floor Power Plan
A7.6	Interior Details	E1.5	Electrical 2nd Floor Lighting Plan
A7.7	Finish Floor Plan - First Floor	E1.6	Electrical 2nd Floor Lighting Systems Plan
A7.8	Finish Floor Plan - Second Floor	E1.7	Electrical 3rd Floor Power Plan
A7.9	Finish Floor Plan - Third Floor	E1.8	Electrical 3rd Floor Lighting Plan
		E1.9	Electrical 3rd Floor Auxiliary Systems Plan
		E4.1	Electrical 1st Floor Enlarged Power Plan
		E4.2	Electrical Details
		E6.1	Electrical Details
		E6.2	Electrical Details
		E6.3	Electrical Panel Schedules
		E7.1	Electrical Risers
		P0.1	Fire Protection Details and General Notes
		FD.1.1	Fire Protection Demolition Plan First Floor
		FD.1.2	Fire Protection Demolition Plan Second Floor
		FD.1.3	Fire Protection Demolition Plan Third Floor
		F1.1	Fire Protection Renovation Plan First Floor
		F1.2	Fire Protection Renovation Plan Second Floor
		F1.3	Fire Protection Renovation Plan Third Floor



**Brunswick
County
Courthouse
Addition &
Renovations**

Bolivia, NC

Construction Drawings
September 23, 2019

Revisions:

Cover, Index,
Legend,
Abbreviations

G1.0

01 of 07

COUNTY OF BRUNSWICK, NORTH CAROLINA
CAPITAL PROJECT ORDINANCE
Couthouse Renovation Project
(438207)

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

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

County Capital Projects Fund:

Revenues:

Transfer from General Fund	<u>11,971,860</u>
Total County Capital Project Revenues	\$ 11,971,860

Expenditures:

Arch/Eng/Legal	988,860
Construction	<u>10,983,000</u>
Total County Capital Project Expenditures	\$ 11,971,860

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

Current Funds Appropriated	\$ 11,971,860
----------------------------	---------------

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

Contribution to Capital Project Fund	\$ 11,971,860
--------------------------------------	---------------

Section 4. This Capital Project Ordinance shall be entered into the minutes of the February 17, 2020 meeting of the Brunswick County Board of Commissioners.



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # VII. - 2.

From:
John Nichols, P.E.

Utilities - 211 Water Treatment Plant Lagoon Conversion Project
Burnette Enterprises (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners award the contract for the construction of the Brunswick County 211 Water Treatment Plant Lagoon Conversion Project to Burnette Enterprises in the amount of eighty-seven thousand five hundred dollars (\$87,500.00). Of the eight (8) bids received at the January 21, 2020, bid opening, Burnette Enterprises was found to be the lowest bid.

Background/Purpose of Request:

In order to process lime softening residuals at the 211 Water Treatment Plant in a more efficient manner it is necessary to convert one residual lagoon into a residual drying bed. The current method of handling treatment residuals is a time-consuming and multistep process. The conversion to a drying bed will remove a step in the current process and allow plant staff to better manage plant residuals.

Fiscal Impact:

Budget Amendment Required, Pre-Audit Certification Required, Reviewed By Director of Fiscal Operations
Budget amendment appropriates \$87,500 in expendable net assets for the contract award.

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners award the contract for the construction of the Brunswick County 211 Water Treatment Plant Lagoon Conversion Project to Burnette Enterprises in the amount of eighty-seven thousand five hundred dollars (\$87,500.00). Of the eight (8) bids received at the January 21, 2020, bid opening, Burnette Enterprises was found to be the lowest bid.

ATTACHMENTS:

Description

- ☐ Utilities - Engineer's Recommendation Letter - Attach 1
- ☐ Utilities - 211 WTP Lagoon Modifications Bid Tabulation - Attach 2
- ☐ Utilities - 211 WTP Lagoon Modifications Contract Burnette Enterprises - Attach 3
- ☐ 20200217 Budget Amendment 211 Plant Lagoon Conversion.pdf



January 23, 2020

Mr. Jeremy Sexton
Water Resources Superintendent
County of Brunswick
Highway 211 Water Treatment Plant
4305 Southport-Supply Road SE
Southport, NC

**Re: Residuals Lagoon – Recommendation of Contract Award
Highway 211 Water Treatment Plant Residuals Lagoon Modifications
Dewberry Project Number: 50118884**

Dear Mr. Sexton:

On January 21, 2020, bids were opened for the Highway 211 Residuals Lagoon contract. Eight (8) bids were submitted. The below table summarizes the bid results:

Contractor	Total Base Bid
Burnette Enterprises	\$87,500.00
Millennium Contractor, Inc.	\$88,772.00
Carmichael Construction Company, Inc.	\$94,086.36
Centerline Development, Inc.	\$126,200.00
Carolina Civilworks, Inc.	\$129,390.00
The Harper Corporation – General Contractors	\$134,000.00
Eberhart Construction, Inc.	\$149,900.00
T.A. Loving Company	\$349,000.00

After reviewing the bids, Burnette Enterprises was found to be the lowest bidder. According to the North Carolina Licensing Board for General Contractors, Burnette Enterprises certification number is 80431. As of January 21, 2020, the license is considered “valid”, as it was renewed on January 1, 2020.

In its bid, four (4) project references are listed totaling \$3,120,000 of work. Burnett Enterprises has performed utility work for the County in the past. Also, Dewberry has worked with Burnette Enterprises on multiple utility projects and found them to be a reputable contractor.

Therefore, Dewberry finds no reason for the County not to award the contract to Burnette Enterprises in the amount of \$87,500.00.

Sincerely,
Dewberry Engineers Inc.

Steven R. Hilderhoff, P.E.
Associate

Attachment

Bid Tabulation

Owner: Brunswick County, NC
Project: Highway 211 Water Treatment Plant Residuals Lagoon Modifications
Location: Brunswick County Public Utilities Operations Center, Supply, NC
Bid Opening Date: 1/21/2020, 4pm

Bidder	Bid
Burnette Enterprises	\$ 87,500.00
Millennium Contractor, Inc.	\$ 88,772.00
Carmichael Construction Company, Inc.	\$ 94,086.36
Centerline Development, Inc.	\$ 126,200.00
Carolina Civilworks, Inc.	\$ 129,390.00
The Harper Corporation - General Contractors	\$ 134,000.00
Eberhart Construction, Inc.	\$ 149,900.00
T.A. Loving Company	\$ 349,000.00

BY: 

Steven R. Hilderhoff, PE
Dewberry Engineers Inc.
2610 Wycliff Road, Suite 410
Raleigh, NC 27607
NCBELS # F-0929



1/23/2020

NORTH CAROLINA**CONSTRUCTION OR REPAIR AGREEMENT****[Standard]****BRUNSWICK COUNTY**

THIS CONSTRUCTION OR REPAIR AGREEMENT (hereinafter referred to as the “Agreement” or “Contract”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina, (hereinafter referred to as “County” or “Owner”), party of the first part, and Burnette Enterprises of Wilmington, Inc. (hereinafter referred to as “Contractor”), party of the second part.

WITNESSETH:**1. PROJECT**

Contractor shall furnish and deliver all materials and perform all work in the manner and form as provided by enumerated plans, specifications and documents, including, without limitation and as applicable: the Invitation to Bid; Notice to Bidders; Instructions to Bidders; General Conditions; Supplementary General Conditions; Specifications; Addenda; Accepted Proposal; Notice to Proceed; Performance Bond; Payment Bond; MBE forms; Power of Attorney; Workers’ Compensation, Public Liability, Property Damage and Builder’s Risk Insurance Certificates; Approval by the Board of Commissioners; Tax Statement and Certification; Notice of Substantial Completion; Notice of Final Completion and Acceptance; and Drawings (hereinafter referred to collectively as the “Bid Documents”) titled:

Project: Highway 211 Water Treatment Plant Residuals Lagoon Modifications

Consisting of the following sheets **C-01 and C-02 for Residuals Lagoon Modifications**

dated **10/11/2019**

And the following addenda:

Addendum No. <u>1</u>	Dated: <u>01/08/2020</u>
Addendum No. <u>N/A</u>	Dated: <u>N/A</u>
Addendum No. <u>N/A</u>	Dated: <u>N/A</u>
Addendum No. <u>N/A</u>	Dated: <u>N/A</u>
Addendum No. <u>N/A</u>	Dated: <u>N/A</u>
Addendum No. <u>N/A</u>	Dated: <u>N/A</u>

The Bid Documents are incorporated by reference and made an integral part of this Agreement. To the extent the terms of such documents conflict with the terms of this Agreement, the terms of this Agreement shall prevail.

2. TERM OF AGREEMENT

The term of this Agreement begins upon issuance of the Notice to Proceed by Brunswick County (the "Effective Date") and continues in effect for **seventy five (75)** consecutive calendar days, unless extended or sooner terminated as provided for in the Brunswick County General Conditions of the Contract.

3. BRUNSWICK COUNTY GENERAL CONDITIONS OF THE CONTRACT

This Agreement, in addition to any construction documents prepared hereunder, shall be subject to the Brunswick County, North Carolina General Conditions of the Contract (for construction contracts), unless the County directs otherwise. In the event of a conflict between the General Conditions of the Contract and this Agreement, this Agreement shall prevail.

4. NONAPPROPRIATION

If the Board of County Commissioners does not appropriate the funding needed by the County to make payments under this Agreement for a given fiscal year, the County will not be obligated to pay amounts due beyond the end of the last fiscal year for which funds were appropriated. In such event, the County will promptly notify the Contractor of the non-appropriation and this Agreement will be terminated at the end of the last fiscal year for which funds were appropriated. No act or omission by the County which is attributable to non-appropriation of funds shall constitute a breach of or default under this Agreement.

5. COMPENSATION

The County agrees to pay Contractor the total amount of **Eighty-Seven Thousand Five Hundred and No/100 Dollars (\$87,500.00)** for the Project. Payment shall be subject to additions and deductions as provided in the specifications or Bid Documents. County shall make monthly progress payments to Contractor on the basis of a duly certified and approved estimate of work performed during a given calendar month, less five percent (5%) of the amount of such estimate which is to be retained by County until all work has been performed strictly in accordance with this Agreement and such work has been accepted by County. The County shall not require further retainage after fifty percent (50%) of the work has been satisfactorily completed on schedule as more fully set forth in the General Conditions included with the Bid Documents. County shall make full and final payment to Contractor within thirty (30) days after completion of the Project and acceptance of such work by County and upon Contractor's submittal of satisfactory evidence that all payrolls, material bills and other costs incurred in connection with the Project have been paid in full. Notwithstanding the foregoing, County will not pay late fees on any charges under this Agreement. If County disputes any portion of the charges, the County shall inform Contractor in writing of the disputed charges.

6. INDEPENDENT CONTRACTOR

Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required in performing the work under this Agreement. Accordingly, Contractor shall be responsible for payment of all federal, state and local taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

In the event the Internal Revenue Service should determine that Contractor is, according to Internal Revenue Service guidelines, an employee subject to withholding and social security contributions, then Contractor hereby acknowledges that all payments hereunder are gross payments, and the Contractor is responsible for all income taxes and social security payments thereon.

7. CONTRACTOR REPRESENTATIONS

- (1) Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- (2) Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- (3) No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- (4) Contractor shall not violate any agreement with any third party by entering into or performing the work under this Agreement;
- (5) Contractor will perform all work in conformity with the specifications and requirements of this Agreement;
- (6) Unless otherwise agreed by the parties, Contractor agrees that all materials will be new and of good quality;
- (7) The work provided by Contractor under this Agreement will not violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including without limitation non-compete agreements);

- (8) Contractor will perform the work in a professional and workmanlike manner exercising reasonable care and diligence and will ensure that it adheres to the highest generally accepted standards in the industry when performing said work;
- (9) Contractor acknowledges that if any specific licenses, certifications or related credentials are required in its performance of the work, it will ensure that such credentials remain current and active and not in a state of suspension or revocation; and
- (10) Contractor shall ensure that whenever its employees or agents are on County property, they will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures applicable to work on the County's premises. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials.

8. NON-ENDORSEMENT AND PUBLICITY

County is not endorsing Contractor or its work, and Contractor is not permitted to reference this Agreement or County in any manner without the prior written consent of County. Notwithstanding the foregoing, the parties agree that Contractor may list the County as a reference in response to requests for proposals and may identify County as a customer in presentations to potential customers.

9. NON-EXCLUSIVITY

Contractor acknowledges that County is not obligated to contract solely with Contractor for the work covered under this Agreement.

10. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL

Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

11. DEBARMENT

Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

12. MINORITY BUSINESS ENTERPRISES

Contractor will make a good faith effort to utilize Minority Business Enterprises (MBEs) per N.C. Gen. Stat. 143-128 as subcontractors in the performance of this Agreement.

13. WORKERS' COMPENSATION

To the extent required by law, Contractor shall comply with the North Carolina Workers' Compensation Act and shall provide for the payment of workers' compensation to its employees in the manner and to the extent required by such Act. In the event Contractor is excluded from the requirements of such Act and does not voluntarily carry workers' compensation coverage, Contractor shall carry or cause its employees to carry adequate medical/accident insurance to cover any injuries sustained by its employees or agents while fulfilling Contractor's obligations under this Agreement. Contractor agrees to furnish County proof of compliance with said Act or adequate medical/accident insurance coverage upon request.

14. TAXES

Contractor shall be responsible for paying all taxes, fees, assessments and premiums of any kind payable on its employees and operations. Contractor shall substantiate, on demand by the County, that all taxes and other charges are being properly paid.

15. COMPLIANCE WITH E-VERIFY PROGRAM

Pursuant to N.C.G.S. § 143-133.3, Contractor understands that it is a requirement of this Agreement that Contractor and its subcontractors must comply with the provisions of Article 2 of Chapter 64 of the North Carolina General Statutes. In doing so, Contractor agrees that, unless it is exempt by law, it shall verify the work authorization of its employees utilizing the federal E-Verify program and standards as promulgated and operated by the United States Department of Homeland Security, and Contractor shall require its subcontractors to do the same. Upon request, Contractor agrees to provide County with an affidavit of compliance or exemption.

16. CONFIDENTIAL INFORMATION

For purposes of this Agreement, the party disclosing Confidential Information is the "Discloser," and the party receiving Confidential Information is the "Recipient." "Confidential Information" shall mean any nonpublic information concerning the parties' respective businesses including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as: (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data, designs and know-how; (d) business information, including operations, planning, marketing interests and products; and (e) the terms of any agreement between the parties and the discussions, negotiations and proposals related thereto. Confidential Information disclosed to the other party must be clearly identified. Written Confidential Information must be clearly marked in a conspicuous place with an appropriate legend identifying the information as "Confidential." Confidential Information that is not written must be identified as confidential at the time of disclosure and confirmed in writing delivered to Recipient within fifteen (15) days of disclosure.

The restrictions regarding the use and disclosure of Confidential Information do not apply to information that is:

- (1) in the public domain through no fault of the Recipient;
- (2) within the legitimate possession of the Recipient, with no confidentiality obligations to a third party;
- (3) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure;
- (4) independently developed by the Recipient without breaching this Agreement or by parties who have not had, either directly or indirectly, access to or knowledge of the Confidential Information;
- (5) disclosed with the prior written consent of the Discloser; or
- (6) required to be disclosed by law, regulation or court or governmental order, specifically including requests pursuant to the Public Records Laws of North Carolina contained in Chapter 132 of the North Carolina General Statutes. In the event Recipient receives such a request, it shall notify Discloser and Discloser shall have the opportunity to defend against production of such records at Discloser's sole expense.

17. NO ASSIGNMENT WITHOUT CONSENT

Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

18. GOVERNING LAW AND VENUE

This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

19. DISPUTE RESOLUTION

Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation, as more fully set forth in the General Conditions of the Contract.

20. GOVERNMENTAL IMMUNITY

County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

21. NON-WAIVER

Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

22. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral, related specifically to the Project herein.

23. HEADINGS

The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

24. SEVERABILITY

The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

25. AMENDMENTS

Amendments or changes to this Agreement shall not be valid unless in writing and signed by authorized agents of both Contractor and County.

26. NOTICES

(1) **DELIVERY OF NOTICES.** Unless otherwise specified in the General Conditions, any notice, consent or other communication required or contemplated by this Agreement shall be in writing, and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.

(2) **EFFECTIVE DATE OF NOTICES.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.

(3) **NOTICE ADDRESS.**

- a. Communications that relate to any breach, default, termination, amendment or waiver of any provision of this Agreement shall be sent to:

For the County: Brunswick County Attorney
P.O. Box 249
Bolivia, NC 28422

With a copy to: Jeremy Sexton
Water Resources Superintendent
PO Box 249
Bolivia, NC 28422

- b. Communications that relate to any delay in performance, prevention of performance, modification or extension of this Agreement shall be sent to:

For the County: Jeremy Sexton
Water Resources Superintendent
PO Box 249
Bolivia, NC 28422

- c. All communications to Contractor shall be sent to:

For the Contractor: Burnette Enterprises of Wilmington, Inc.
116 Wetland Dr
Wilmington, NC 28412

With a copy to: Burnette Enterprises of Wilmington, Inc.
Attention: Bruce A. Rains, Registered Agent
1442 Military Cutoff Road, Suite #24
Wilmington, NC 28403

27. SIGNATURES

This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S. § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S. § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

BURNETTE ENTERPRISES OF WILMINGTON, INC.

DocuSigned by:
By: William Burnette
569FDD11EB56491...

Printed Name: William Burnette

Title: President

Date: 2/3/2020

“This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act.”

DocuSigned by:
Julie A. Miller
Julie A. Miller, Finance Director
Brunswick County, North Carolina

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

Request Info	
Type	Budget Amendment
Description	211 Plant Lagoon Conversion
Justification	Board Meeting 2/17/2020-Appropriate expendable net assets of \$87,500 for construction of the 211 Water Treatment Plant Lagoon Conversion Project.
Originator	Tiffany Rogers

Items						
Department	Object	Dept Desc	Object Desc	Amount	Incr/Decr	Dr/Cr
619800	399200	Interfund Trans Water Fund	Expendable Net Assets Appopr	87500	Increase	Credit
617130	459000	211 Water Treatment Plant	Cap Outlay-Improvements	87500	Increase	Debit

Total	
Grand Total:	175000



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # VII. - 3.

From:
John Nichols, P.E.

Utilities - Cape Fear River Locks and Dams Resolution (John Nichols, Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a resolution regarding disposition of the Cape Fear River Locks and Dams.

Background/Purpose of Request:

The primary source of water for municipal water systems within Brunswick, New Hanover, and Pender Counties is the raw water intake just above Lock & Dam #1 on the Cape Fear River. These low water dams were initially built to facilitate commercial navigation on the Cape Fear River but have not been used for commercial navigation in many years. Consequently, the US Army Corps intends to divest themselves of all three Locks & Dams on the Cape Fear River and transfer these to an entity capable of maintaining them.

The state of North Carolina has issued a Letter of Intent to acquire the Locks & Dams and has stated that they would treat all uses equally (water supply, water quality, fish passage, recreational, and aquatic habitat). The state's position that the Lock & Dam System's use for recreational purposes or fish passage should be given equal weight as its use as a water supply is of significant concern to the utilities that use the river as source water in providing treated water to over half a million people in the region and who have invested millions of dollars in infrastructure. The regional utilities recognize the importance of the Locks & Dams for recreation, fish passage, and aquatic habitat, but note that its preeminent use is as a water supply for the region. This has led to the Fayetteville Public Works Commission to also issue a Letter of Intent to acquire the Locks & Dams on behalf of the utilities in the region. The resolution encourages the state and federal government to recognize water supply as the preeminent use of the Lock & Dam System and to manage it accordingly. The resolution also supports the Fayetteville Public Works Commission Letter of Intent to acquire the Lock & Dam System.

Staff recommends approval of the resolution.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

County Attorney's Recommendation:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend the Board of Commissioners approve a resolution regarding disposition of the Cape Fear River Locks and Dams.

ATTACHMENTS:

Description

- ▣ Resolution Letter of Intent Locks and Dams

County of Brunswick
Office of the County Commissioners



**RESOLUTION OF SUPPORT FOR THE CAPE FEAR RIVER LOCK & DAM SYSTEM TO BE
MANAGED PRIMARILY FOR WATER SUPPLY USES AND TO SUPPORT THE SUBMITTAL
OF A LETTER OF INTENT BY THE FAYETTEVILLE PUBLIC WORKS COMMISSION TO
ACQUIRE THE CAPE FEAR LOCKS AND DAMS**

WHEREAS, the U. S. Army Corps of Engineers has recently completed the Cape Fear River Locks And Dams Bladen County, North Carolina Section 216 Disposition Study Draft Integrated Report And Environmental Assessment and submitted it for its final public comment period; and

WHEREAS, the Cape Fear River Locks And Dams Bladen County, North Carolina Section 216 Disposition Study Draft Integrated Report And Environmental Assessment indicates that the Cape Fear Locks and Dams are no longer needed for commercial navigation; and

WHEREAS, the report developed three options related to the Locks and Dams including the Corps retaining ownership with limited maintenance, removal of the Locks and Dams, or transfer to an interested third party; and

WHEREAS, Brunswick County's primary source of raw water is the Lower Cape Fear Water and Sewer Authority raw water intake located upstream of Lock and Dam No. 1; and

WHEREAS, Brunswick County has invested millions of dollars in the Lower Cape Fear Water and Sewer Authority raw water system as well as the County's Northwest Water Treatment Plant and associated potable water transmission systems; and

WHEREAS, the short-term and long-term raw water supply would be adversely impacted by any changes to Lock and Dam No. 1 since the raw water intake relies on its height to create the pool of water the raw water intake relies on; and

WHEREAS, there are no reasonable alternatives capable of supplying the 106 million gallons per day (mgd) of raw water to the water treatment plants in Brunswick, New Hanover, and Pender Counties that rely on the intake structures located upstream of Lock and Dam No. 1; and

WHEREAS, approximately 500,000 residents and visitors rely on the potable water from the treatment plants located in Brunswick, New Hanover and Pender Counties and the public health of those residents and visitors would be undesirably impacted if the raw water supply was adversely impacted in some manner; and

WHEREAS, the Lower Cape Fear Water and Sewer Authority must take all steps necessary to protect its water supply in the Cape Fear River and has determined that transfer of the Locks and Dams to a third party is in the Authority's best interest toward the goal of protecting its water supply in the Cape Fear River; and

WHEREAS, the NC DEQ has expressed an interest in acquiring the Locks and Dams from the U.S. Army Corps of Engineers but has indicated that water supply would not be its top priority in operating the Locks and Dams and would instead be equal to other potential uses in the river; and

WHEREAS, Brunswick County believes that access to potable water should be the first priority of the operator of Lock and Dam No. 1 to protect the public health of the residents and visitors in the region; and

WHEREAS, the industrial and commercial sectors that provide economic stability to the region rely on a reliable source of potable water; and

WHEREAS, the Corps of Engineers has indicated that it desires to transfer all of the Locks and Dams to one entity; and

WHEREAS, the Fayetteville PWC has expressed a willingness to be the lead agency in dealing with the transfer of all three Locks and Dams in the Cape Fear River with the understanding that they would immediately transfer Lock and Dam No. 1 to the Lower Cape Fear Water and Sewer Authority should they be successful in acquiring the Locks and Dams in the Cape Fear River.

NOW THEREFORE BE IT RESOLVED, that the Chairman and Brunswick County Board of Commissioners hereby express their desire that water supply be the pre-eminent use for the Cape Fear River Lock & Dam System, for it to be managed accordingly on an ongoing basis, and that the important uses for recreation, fish passage, water quality, and aquatic environment be given due consideration in a management plan.

FURTHER BE IT RESOLVED that the Chairman and Brunswick County Board of Commissioners express their support for the Fayetteville Public Works Commission to submit a nonbinding Letter of Support to the U. S. Army Corps of Engineers to be included in the Cape Fear River Locks And Dams Bladen County, North Carolina Section 216 Disposition Study Draft Integrated Report And Environmental Assessment. The Chairman and Board of Directors also express their appreciation to the Fayetteville Public Works Commission Board and their staff for their willingness to take the lead in this important issue to protect public water supply in the southeastern region of the State of North Carolina.

FURTHER BE IT RESOLVED that the Chairman and Brunswick County Board of Commissioners will work with whatever entity acquires the locks and dams to prioritize and protect the public water supply in the southeastern region of the State of North Carolina.

This Resolution Adopted this 17th day of February, 2020.

Frank L. Williams, Chair
Brunswick County Board of Commissioners

ATTEST:

Andrea White, NCCCC
Clerk to the Board



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

From:
Donald Dixon

Action Item # VII. - 4.

Utilities - Enforcement Response Plan Revision (Donald Dixon,
Deputy Director-Wastewater Operations)

Issue/Action Requested:

Request that the Board of Commissioners approve a revision to the Enforcement Response Plan (ERP) within the Sewer Use Ordinance.

Background/Purpose of Request:

On November 21, 2011, the Board of Commissioners added the pretreatment Enforcement Response Plan (ERP) to the Sewer Use Ordinance to meet a requirement of the North Carolina Department of Environmental Quality (NCDEQ) pretreatment program. The purpose of the ERP is to provide fair and equitable treatment for all users regarding meeting pretreatment standards. Periodically, NCDEQ requests staff to add additional language to the existing ERP to comply with U.S. Environmental Protection Agency (EPA) mandates. NCDEQ has recently requested an additional table (Appendix D Enforcement Chart) be added regarding the Dental Office Point Source Category (dental amalgam rule - 40 CFR Part 441).

The proposed ordinance revision provides the management entity, the Brunswick County Pretreatment Coordinator, the authority to require a one-time compliance report and further defines the associated enforcement plan for those providers not meeting the requirements as defined in 40 CFR Part 441. Further, the original ERP was developed with language specific to the Northeast Brunswick Regional Wastewater Treatment Plant (WWTP). As the county has developed and additional treatment facilities have been constructed, the ERP language needed to reflect incorporation of the entire wastewater treatment and collection system instead of just the Northeast Brunswick Regional WWTP.

The ERP revision once adopted, will need to be updated in Municode - Section 1-13-505.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a revision to the Enforcement Response Plan (ERP) within the Sewer Use Ordinance.

ATTACHMENTS:

Description

- Utilities - Enforcement Response Plan Revision - Attach 1



ENFORCEMENT RESPONSE PLAN (ERP)

A. Introduction.

It is the responsibility of Brunswick County to enforce all applicable Federal, State, and local pretreatment regulations. These regulations are outlined in the local Sewer Use Ordinance (SUO). This Enforcement Response Plan, hereafter referred to as "ERP", has been established as an element of the POTW's pretreatment program. The purpose of the ERP is to provide for fair and equitable treatment of all Users for anticipated enforcement situations. In general, enforcement actions will be taken in accordance with this ERP. However, the enforcement actions available are not exclusive as discussed in ***SUO Section 8 - Enforcement***. Therefore, any combination of the enforcement actions can be taken against a noncompliant User.

B. Enforcement Actions Available to the County.

The Director/Superintendent of the POTW is empowered through *North Carolina General Statute* and the local SUO to take a wide variety of enforcement actions. The following is a list of those actions and the corresponding section of the local SUO that describes each.

<u>List of Actions</u>	<u>Local SUO Section</u>
Notice of Violation (NOV)	8.1 (a)
Consent Orders	8.1 (b)
Show Cause Hearing	8.1 (c)
Administrative Orders	8.1 (d)
Emergency Suspensions	8.1 (e)
Termination of Permit	8.1 (f)
Civil Penalties	8.2
Injunctive Relief	8.3 (b)
Water Supply Severance	8.3 (c)

In addition to the actions listed above, a User who violates the provisions may be referred by the Director/Superintendent to the District Attorney for possible criminal prosecution.

Superintendent shall consider the following factors :

1. The degree and extent of the harm to the natural resources, to the public health, or to public or private property resulting for the violations;
2. The duration and gravity of the violation;
3. The effect on ground or surface water quantity or quality or on air quality;
4. The cost of rectifying the damage;
5. The amount of money saved by noncompliance;
6. Whether the violation was committed willfully or intentionally;
7. The prior record of the violator in complying or failing to comply with the pretreatment program;
8. The costs of enforcement to the County.

C. Investigation of Noncompliance.

The staff of the POTW will generally investigate User compliance with permits or the provisions of the SUO in three (3) ways:

1. On-site inspections of the User to include scheduled and unscheduled visits;
2. Scheduled and unscheduled sampling of the Users' effluent;
3. Review of self-monitoring data, if required, from the User.

The compliance status of Significant Industrial Users (SIU) will be evaluated at a minimum once every six (6) months.

D. Types of Violations.

The following is a list of different types of violations, by category. This list is not inclusive, but serves as a general list of anticipated types of noncompliance. The User's permit, local SUO, and State and Federal regulations serve as additional references for pretreatment requirements.

Unpermitted Discharges. Users are responsible for obtaining and renewing permits, if required.

Permit Limits. Users are responsible for maintaining compliance with all effluent limits. The POTW will evaluate the extent of the limits violation(s). In determining the extent of violation(s), Significant Noncompliance (SNC) as defined by State and EPA regulations will be determined.

required in the permit, including monitoring frequencies and sampling methods specified, is in violation. This includes a User who does not resample per their permit when a limit violation occurs.

Reporting Violations. A User who fails to provide information (e.g., self-monitoring reports) required in their permit or the SUO in the required time frame is in violation. Late or incomplete reports will also be considered violations. An SIU who submits a report more than thirty (30) days late is considered in SNC.

Permit Conditions. Failure to apply or reapply for a permit is considered a violation. Users who violate the general or other conditions (e.g., slug loading, dilution prohibition) outlined in their permits or the SUO shall be considered to be in violation.

Enforcement Orders. Failure to meet the requirements of an order (e.g., interim limits, milestone dates), whether the order was entered into voluntarily or mandated by the POTW, shall be considered a violation. Missing a scheduled compliance milestone by more than ninety (90) days is considered SNC.

E. Responses: Time Frames. Responsible Officials. Escalated Actions.

The attached chart further outlines types of violations and specifies POTW actions (initial and escalated), time frames, and the officials responsible for completing the actions. This chart shall be considered a part of the Enforcement Response Plan (ERP).

Responses to violations affecting the operation of the POTW, resulting in POTW NPDES violations, or resulting in environmental harm or endangerment to human health will be taken immediately or as soon as possible following discovery.

A User may be sent a Notice of Violation (NOV) or Notice of Noncompliance (NNC) for each individual violation. Alternatively, the violations may be summarized over a period of time not to exceed six (6) months. In general, NOVs in response to violations of permit limits will be taken within thirty (30) days of discovery of the violations. Users found to be in SNC for two (2) consecutive six- (6) month periods will be issued an enforceable order to return to compliance. In all cases, escalated or continuing enforcement action will be taken against Users who do not return to compliance in a timely manner.

Cases of falsifying reports, tampering with monitoring or sampling equipment, or otherwise preventing the collection of representative data may be referred to the District Attorney for possible criminal investigation. Show cause hearings may be held at the Director/ Superintendent's discretion prior to taking enforcement actions.

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT

ENFORCEMENT RESPONSE PLAN

ENFORCEMENT CHART

UNPERMITTED DISCHARGES					
Type of Violation	POTW Action	Time Frame	Responsible Official	Expected Action from User	Escalated Action If Needed
Unpermitted Discharge – Unaware of Requirement	Notice of Violation	Within 14 Days of Discovery of Discharge	Pretreatment Coordinator	File Permit Application	Suspend Service Until Permit is Issued
Unpermitted Discharge – Unaware of Requirement	Notice of Violation with Penalty Assessed	Within 30 Days of Discovery of Discharge	Superintendent	File Permit Application	Suspend Service Until Permit is Issued
Unpermitted Discharge Results in NPDES Violation	Order to Cease Process Causing Violation Notice of Violation with Recommended Minimum of \$1,000 and Up to \$25,000/Day Per Violation Penalty	Order to Cease Immediately Notice of Violation within 7 Days	Superintendent	File Permit Application Steps Taken to Avoid Violation	Suspend Service Until Permit is Issued
Unpermitted Discharge Results in Endangerment	Suspend Service Notice of Violation with Recommended Minimum of \$1,000 and Up to \$25,000/Day Per Violation Penalty	Suspend Service Immediately Notice of Violation within 7 Days	Superintendent	File Permit Application Steps Taken to Avoid Future Endangerment	

Items in **BOLD** are Absolute Minimums

REVISED
7/10/03

APPENDIX A

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT

ENFORCEMENT RESPONSE PLAN

ENFORCEMENT CHART

PERMIT LIMITS VIOLATIONS					
Type of Violation	POTW Action	Time Frame	Responsible Official	Expected Action from User	Escalated Action If Needed
Permit Limits Violation Minor Single Event Minor	Notice of Noncompliance or Notice of Violation with Up to \$25,000 Penalty	Within 14 Days of Receiving Data (Once in Each 6-Month Period)	Pretreatment Coordinator	Conduct Additional Monitoring and Return to Compliance	Notice of Violation with Penalty
Permit Limits Violation Technical Review Criteria (TRC)	Notice of Violation with Up to \$25,000 Penalty	Within 14 Days of Receiving Data (Once in Each 6-Month Period)	Pretreatment Coordinator	Conduct Additional Monitoring and Return to Compliance	Second Notice of Violation with Increased Penalty
Permit Limits Violation Significant Non- Compliance (SNC)	Notice of Violation With Up to \$25,000 Penalty	Within 30 Days of Receiving All the Data	Pretreatment Coordinator	Report Cause of Noncompliance and Steps Taken to Prevent Violation	Enforceable Schedule (AO) If Not Received By the End of 2nd 6-Month Period
Permit Limits Violation Causes NPDES Violation	Order to Cease Process Causing Violation Notice of Violation with Recommended Minimum \$1,000 and Up to \$25,000/Day Per Violation Penalty	Order to Cease Immediately Notice of Violation Within 7 Days of Discovering Violation (Once in Each 6-Month Period)	Superintendent	Report Cause of Noncompliance and Steps Taken to Prevent Violation	Suspend Service Until Resolved Enforceable Schedule (AO) If Not Resolved By the End of 2nd 6-Month Period
Permit Limits Violation Causes Endangerment	Suspend Service Notice of Violation with Recommended Minimum \$1,000 and Up to \$25,000/Day Per Violation Penalty	Suspend Service Immediately Notice of Violation within 7 Days	Superintendent	File for Reissuance of Permit	

Items in **BOLD** are Absolute Minimums

REVISED
7/10/03

APPENDIX B

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT

ENFORCEMENT RESPONSE PLAN

ENFORCEMENT CHART

OTHER VIOLATIONS					
Type of Violation	POTW Action	Time Frame	Responsible Official	Expected Action from User	Escalated Action If Needed
Self-Monitoring Violations	Notice of Violation with a Recommended Minimum Penalty Equal or Greater Than Cost of Missed Testing	Within 14 Days of Discovery (Once in Each 6-Month Period)	Pretreatment Coordinator	Conduct Missing Sampling	Second Notice of Violation with Penalty Equal to Twice Cost of Missed Testing
Reporting Violations Late Report	Notice of Noncompliance	Within 14 Days of the Report Due Date (Once in Each 6-Month Period)	Pretreatment Coordinator	Submit Report	Notice of Violation Penalty Assessed Possible SNC if Over 30 Days
Reporting Violations Incomplete or Inaccurate Reports	Notice of Noncompliance	Within 30 Days of Report Submission (Once in Each 6-Month Period)	Pretreatment Coordinator	Submit Revised Report	Notice of Violation Penalty Assessed
Reporting Violations Intentional Falsification	Refer to District Attorney	As Soon as Suspected	Superintendent		
Violation of Permit Conditions	Notice of Violation With Penalty Up to \$25,000/Day Per Violation	Within 30 Days of Discovery (Once in Each 6-Month Period)	Pretreatment Coordinator or Superintendent	Varies	Second Notice of Violation with Increase Penalty
Violation of Permit Conditions (Endangerment)	Suspend Service Notice of Violation with Up to \$25,000/Day Per Violation Penalty	Suspend Service Immediately Notice of Violation within 7 Days	Superintendent	Steps Taken to Avoid Reoccurrence	

Items in **BOLD** are Absolute Minimums

REVISED 7/10/03

APPENDIX C

COUNTY OF BRUNSWICK
PUBLIC UTILITIES DEPARTMENT

ENFORCEMENT RESPONSE PLAN

ENFORCEMENT CHART

DENTAL DISCHARGERS SUBJECT TO 40 CFR 441 Enforcement actions taken in response to the requirements of 40 CFR Part 441 not listed below will be taken on a case-by-case basis.
--

Type of Violation	POTW Action	Time Frame	Responsible Official	Expected Action from User	Escalated Action If Needed
Failure to submit one-time compliance report	Reminder via phone, email, or letter.	Within 60 days of deadline (10/12/2020)	Pretreatment Coordinator	Submit report within 45 days	NOV; require report within 30 days
Continued failure to submit one-time compliance report	2 nd NOV with Notice of Intent (to issue penalty-recommended certified mail	Within 30 days of most recent due date	Pretreatment Coordinator	Submit report within 10 days	Issue penalty up to an amount equal to the cost of installing an amalgam separator
Continued failure to submit report or pay penalty	Turn over to POTW attorney for collection		Pretreatment Coordinator		

Items in **BOLD** are Absolute Minimums

APPENDIX D



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # VII. - 5.

From:
John Nichols, P.E.

Utilities - NC 811 Facilities Use Agreement (John Nichols,
Director of Public Utilities)

Issue/Action Requested:

Request that the Board of Commissioners approve a facilities use agreement with the North Carolina 811 organization allowing the 811 logo to be painted on the Bell Swamp above-ground water storage tank.

Background/Purpose of Request:

Due to the high visibility and high traffic zone, the North Carolina 811 organization has requested an agreement allowing their forces to paint the NC 811 logo on the Bell Swamp water storage tank. The NC 811 one-call system receives calls from excavators and dispatches requests to utility owners allowing them to mark underground utilities avoiding damage and costly repairs. The 811 "Call Before You Dig" program helps to ensure our facilities are not damaged by excavators and is consistent with our mission.

The North Carolina 811 organization has agreed to bear the full cost of the project. Staff recommends approval of the agreement to allow NC 811 to put their logo on the Bell's Swamp Ground Storage Water Tank.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve a facilities use agreement with the North Carolina 811 organization allowing the 811 logo to be painted on the Bell Swamp above-ground water storage tank.

ATTACHMENTS:

Description

- ☐ Utilities - NC 811 Facilities Use Agreement - Attach 1
- ☐ Utilities - NC 811 Proposed Logo Sample - Attach 2

NORTH CAROLINA

FACILITIES USE AGREEMENT

BRUNSWICK COUNTY

THIS FACILITIES USE AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into by and between Brunswick County, a body politic and corporate of the State of North Carolina (hereinafter referred to as “County”) and North Carolina 811 Inc., (hereinafter referred to as “Contractor”).

WITNESSETH:

1. PROGRAM; COMPENSATION.

Contractor shall perform the duties and services (hereinafter referred to as the “Program”) at various County facilities (hereinafter referred to as the “Facilities”) for the agreed upon compensation, all as more fully set forth on Exhibit “A” attached hereto.

Any exhibits or attachments referenced herein are hereby incorporated by reference and made a part of this Agreement. Any conflict between the language in an exhibit or attachment and the main body of this Agreement shall be resolved in favor of the main body of this Agreement.

2. TERM OF AGREEMENT. The initial term of this Agreement begins on 01/21/2020 (the “Effective Date”) and continues in effect until 01/21/2028, unless earlier terminated pursuant to any of the terms and conditions contained herein.

3. TERMINATION.

a. **For Cause.** Notwithstanding the foregoing, County may terminate this Agreement upon fifteen (15) calendar days’ written notice to Contractor if Contractor is in material breach of any provision herein and fails to cure the breach during the notice period.

b. **Without Cause.** County may terminate this Agreement at any time without cause by giving sixty (60) calendar days’ written notice to Contractor.

4. USE OF FACILITIES. Contractor shall only use the Facilities to operate the Program in accordance with Exhibit “A” and for no other purpose. Contractor shall not allow any public or private nuisance to exist or to continue at the Facilities and shall allow no unreasonable noise, odor, disturbance or sight to emanate from the Facilities.

5. INDEPENDENT CONTRACTOR. Both County and Contractor agree that Contractor shall act as an independent contractor and shall not represent itself as an agent or employee of the County for any purpose in the performance of its duties under this Agreement. Contractor represents that it has or will secure, at its own expense, all personnel required to operate the Program. Accordingly, Contractor shall be responsible for payment of all federal, state and local

taxes arising out of its activities in accordance with this Agreement, including, without limitation, federal and state income tax, social security tax, unemployment insurance taxes and any other taxes or business license fees as required. Contractor shall not be entitled to participate in any plans, arrangements or distributions by the County pertaining to or in connection with any pension, stock, bonus, profit sharing or other benefit extended to County employees.

6. CONTRACTOR REPRESENTATIONS.

- a. Contractor is a duly organized entity or corporation qualified to do business and in good standing under the laws of the State of North Carolina;
- b. Contractor has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement;
- c. No approval, authorization or consent of any governmental or regulatory authority is required to be obtained or made by it in order for Contractor to enter into and perform its obligations under this Agreement;
- d. Contractor shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses, if any;
- e. Contractor shall not violate any agreement with any third party by entering into this Agreement;
- f. Contractor acknowledges that the Program nor any component thereof will violate, infringe or misappropriate any patent, copyright, trademark or trade secret rights of any third party, or any other third-party rights (including, without limitation, non-compete agreements);
- g. Contractor shall ensure that whenever its employees or agents are on County property, including the Facilities, such employees or agents will strictly abide by all instructions and directions issued by the County with respect to rules, regulations, policies and security procedures. Such rules, regulations, policies and security procedures shall include, but not be limited to: (i) not possessing any controlled substances; (ii) smoking only in designated smoking areas, if any; and (iii) not possessing weapons, except for weapons possessed by law enforcement officials; and
- h. Contractor shall keep the Facilities in a well-maintained condition and free of hazards for its personnel and the public.

7. DAMAGE TO FACILITIES OR PROPERTY. Contractor shall be solely responsible for any damage to or loss of the County's equipment, facilities and/or property arising out of the negligent or willful act or omission of Contractor or its agents. In the event that Contractor causes damage to the County's equipment or facilities, Contractor shall, at its own

expense, promptly repair or replace such damaged items to restore them to the same level of functionality that they possessed prior to such damage.

8. INDEMNIFICATION. Contractor shall defend, indemnify and hold harmless County, its officers, officials, agents and employees from and against all actions, liability, claims, suits, damages, costs or expenses of any kind which may be brought or made against County or which County must pay and incur arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind in connection with or arising out of this Agreement. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole cost and expense. Contractor shall be fully responsible to County for the acts and omissions of its agents and of persons either directly or indirectly employed by it. This Section shall survive any expiration or termination of this Agreement.

9. INSURANCE.

- a. Contractor shall procure and maintain in full force and effect at all times and at its sole cost and expense Workers' Compensation, Commercial General Liability, Commercial Automobile Liability and Professional Liability insurance and any additional insurance as may be required by County with limits acceptable to County. All insurance policies (with the exception of Worker's Compensation and Professional Liability) shall be endorsed, specifically or generally, to include County as an additional insured and as a certificate holder. Contractor shall furnish a Certificate of Insurance from a licensed insurance agent in North Carolina with a rating of A-VII or better by A.M. Best verifying the existence of any insurance coverage required by County. The Certificate will provide for thirty (30) days' advance notice in the event of termination or cancellation of coverage. Contractor shall have no right of recovery or subrogation against County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the aforementioned insurance.
- b. Contractor shall insure, at its own expense, the assets, possessions and furnishings contained at the Facilities and make available to County copies of said insurance on an annual basis.

10. HEALTH AND SAFETY. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Program. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees in connection with the Program and other persons who may be affected thereby.

11. DIVESTMENT FROM COMPANIES THAT BOYCOTT ISRAEL. Contractor hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

12. DEBARMENT. Contractor hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Agreement by any governmental department or agency. Contractor must notify County within thirty (30) days if debarred by any governmental entity during this Agreement.

13. NOTICES.

- a. **Delivery of Notices.** Any notice required or permitted to be given in connection with this Agreement shall be in writing and shall be delivered in person, by U.S. mail, by overnight courier, by electronic mail or by facsimile to the intended recipient at the address set forth below.
- b. **Effective Date of Notices.** Any notice shall be effective upon the date of receipt by the intended recipient; provided that any notice which is sent by facsimile or electronic mail shall also be simultaneously sent by mail deposited with the U.S. Postal Service or by overnight courier.
- c. **Notice Address.** Communications that relate to any breach, default, termination, delay in performance, prevention of performance, modification, extension, amendment or waiver of any provision of this Agreement shall be sent to:

COUNTY: Brunswick County Manager
P.O. Box 249
Bolivia, NC 28422
Fax: 910-253-2022

CONTRACTOR: North Carolina 811 Inc.
PO Box 26000
Greensboro, NC 27420

14. NO ASSIGNMENT WITHOUT CONSENT. Neither party shall assign this Agreement (or assign any right or delegate any obligation contained herein whether such assignment is of service, of payment or otherwise) without the prior written consent of the other party hereto. Any such assignment without the prior written consent of the other party hereto shall be void. An assignee shall acquire no rights, and County shall not recognize any assignment in violation of this provision.

15. GOVERNING LAW AND VENUE. This Agreement shall be governed by applicable federal law and by the laws of the State of North Carolina, without regard for its choice of law provisions. All actions relating in any way to this Agreement shall be brought in the General Court of Justice of the State of North Carolina in Brunswick County or in the Federal District Court for the Eastern District of North Carolina, Wilmington division.

16. DISPUTE RESOLUTION. Should a dispute arise as to the terms of this Agreement, both parties agree that neither may initiate binding arbitration. The parties may agree to non-binding mediation of any dispute prior to the bringing of any suit or action.

17. GOVERNMENTAL IMMUNITY. County, to the extent applicable, does not waive its governmental immunity by entering into this Agreement and fully retains all immunities and defenses provided by law with regard to any action based on this Agreement.

18. NON-WAIVER. Failure by County at any time to require the performance by Contractor of any of the provisions of this Agreement shall in no way affect County's right hereunder to enforce the same, nor shall any waiver by County of any breach be held to be a waiver of any succeeding breach or a waiver of this Section.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein. There are no other representations, understandings or agreements between the parties with respect to such subject matter. This Agreement supersedes all prior agreements, negotiations, representations and proposals, written or oral.

20. HEADINGS. The headings in this Agreement are for convenience of reference only and shall not define or limit any of the terms or provisions hereof.

21. SEVERABILITY. The invalidity of one or more of the phrases, sentences, clauses or sections contained in this Agreement shall not affect the validity of the remaining portion of the Agreement so long as the material purposes of this Agreement can be determined and effectuated. If a provision of this Agreement is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision, but only to the extent that such provision is unenforceable, and this Agreement shall be deemed amended by modifying such provision to the extent necessary to make it enforceable while preserving its intent.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

22. SIGNATURES. This Agreement, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Agreement may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Agreement by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____
Frank Williams
Chairman

[SEAL]

NORTH CAROLINA 811 INC.

DocuSigned by:
By: Ann Rushing
C76D860B3C2B400...

Printed Name: Ann Rushing

Title: Education Manager

Date: 2/3/2020

APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
Robert W. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT "A"
DESCRIPTION OF PROGRAM

Contractor desires to paint the North Carolina 811 Inc. Call Before You Dig logo on the Brunswick County Public Utilities Tank located on Highway 17 South, just south of Highway 87, in Winnabow, NC (known as the Bell Swamp Tank). The location, size, font, color and overall design of the logo must be approved by Brunswick County in advance. Contractor shall be responsible for choosing the company that will paint the logo on the tank, subject to approval by Brunswick County.

As of the date of this Agreement, Brunswick County has a tank maintenance contract with Southern Corrosion Inc. Before painting the logo on the tank, or prior to any re-painting or touch-ups of the logo, which must be approved by Brunswick County in advance, Contractor and the company selected by Contractor to paint the logo must meet with the appropriate representatives of Southern Corrosion Inc., or such other maintenance company that Brunswick County may designate from time to time, to gain approval for the type of paint to be used. Contractor shall be solely responsible for all costs and expenses in connection with painting or re-painting the logo and the repair of any damages which may result to the tank in connection therewith.

**WEST IREDELL
WATER CO.**



**Know what's below.
Call before you dig.**

**Westmoreland
ANTIQUE MALL**

Historic Downtown Statesville
Tuesday - Saturday
10am - 6pm

Exit 150 Right - 1.5 Miles



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
February 17, 2020

Action Item # VII. - 6.

From:
Donald Dixon

Utilities - Timber Sale Old IP (South) Tracts Forestree, Inc.,
Canal Wood LLC (Donald Dixon, Deputy Director-Wastewater
Operations)

Issue/Action Requested:

Request that the Board of Commissioners approve the sale of timber on the Old IP (South) Tracts 20, 21, 22, 23 as identified in the Forest Management Plan to both Forestree, Inc., (Tract 20) and Canal Wood LLC (Tracts 21, 22, 23) in the amount of \$527,282.30 and authorize the Chairman and Clerk to the Board to approve contracts.

Background/Purpose of Request:

In July of 2017 the Board approved an agreement with Woodsrun Consulting Forestry to market, bid, and supervise the harvest and planting of forested tracts that are overseen by the Public Utilities Department. It was determined there was a need to develop a plan for the timber resources on each of these parcels. Due to the land intensive nature of our operations there is great concern for destruction of these assets by fire, disease, insects, hurricanes, operation and maintenance issues, etc., whereby if not properly managed, this resource can become a liability.

Woodsrun Consulting Forestry developed a Forest Management Plan for these tracts and the Old IP (South) site was determined to consist of mature trees that should be harvested. As part of the recently completed Biosolids Management Plan provided by Dewberry Engineers (Phase I), it was recommended the county pursue a long-term goal of centralizing biosolids operation for ultimate disposal on county-owned lands. As part of this plan staff plans to begin permitting of this tract as a biosolids management site after harvesting is completed, pending Board approval. The sale of this timber was advertised in accordance with NCGS 160A-268 that governs the sale of property. Moreover, the consultant sent the advertisement to over 100 timber buyers. On January 31, 2020, bids were received from six timber buyers and both Forestree, Inc., and Canal Wood LLC were the highest bidders for tract as described above in the amount of \$527,282.30. In accordance with the agreement with Woodsrun Consulting Forestry, payments will be made to them and after retainage of an 8% commission, will forward the remainder of the sales amount to Brunswick County.

Staff recommends award of the sales agreement to both Forestree, Inc., and Canal Wood LLC in the amount of \$527,282.30.

Fiscal Impact:

Reviewed By Director of Fiscal Operations

Approved By County Attorney:

Yes

Advisory Board Recommendation:

Not Applicable

County Manager's Recommendation:

Recommend that the Board of Commissioners approve the sale of timber on the Old IP (South) Tracts 20, 21, 22, 23 as identified in the Forest Management Plan to both Forestree, Inc., (Tract 20) and Canal Wood LLC (Tracts 21, 22, 23) in the amount of \$527,282.30 and authorize the Chairman and Clerk to the Board to approve contracts.

ATTACHMENTS:

Description

- ▣ Utilities - Timber Sale Contract Forestree, Inc. - Attach 1
- ▣ Utilities - Timber Sale Contract Canal Wood LLC - Attach 2
- ▣ Utilities - Timber Sale Bid Tabulation - Attach 3

TIMBER SALE CONTRACT

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

THIS TIMBER SALE CONTRACT (Contract) is made the 17th day of February, 2020 (Effective Date) between Forestry, Inc. (Buyer) and Brunswick County, PO Box 249, Bolivia, NC 28422 (Seller). WoodsRun Consulting Forestry, PA is the Seller's Agent (Consultant) and shall manage this timber sale.

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to acquire from Seller, the right and obligation to cut the timber described in this Contract; and

WHEREAS, the parties intend to create a bilateral contract for the sale of timber, and not an option to purchase timber.

THEREFORE, the parties agree as follows:

1. **Duration of Contract:** Buyer is granted until February 17, 2021, to enter, harvest and remove the timber.
2. **Performance Bond:** Buyer agrees to post a Three Thousand and No/100 Dollars (\$3,000.00) performance bond with WoodsRun Consulting Forestry, PA, Escrow Account at the signing of this Contract. The bond shall be forfeited in part or in whole upon the basis of a final logging inspection by Consultant. The amount of the bond in no way limits Buyer's liability for damages. Buyer forfeits this bond if it does not harvest the timber within the effective dates of this Contract.
3. **Advanced Deposit:** Buyer agrees to pay Twenty-Seven Thousand Two Hundred Sixty and 96/100 Dollars (\$27,260.96) advanced deposit to the WoodsRun Consulting Forestry, PA, Escrow Account at the signing of this Contract. Buyer forfeits this advance deposit if it does not harvest all of the timber within the effective dates of this Contract.
4. **Description of Timber:** All merchantable pine and hardwood trees are to be cut and removed from the clearcut timber sale area in Old IP Tract (South Side) Stand 20 (approximately 44 acres) as shown on the timber sale map attached hereto as Exhibit A and incorporated herein by reference (Timber Sale Area).
5. **Damages:** If Buyer cuts or unnecessarily damages trees not included in this sale, Buyer shall pay for those trees at double the stumpage rates based the Consultant's stumpage price estimates and cruised volumes. If the buyer cuts and leaves merchantable timber in the Timber Sale Area, the Buyer shall pay for those trees at double the stumpage rates based on

the Consultant's stumpage price estimates and cruised volumes. Buyer is prohibited from cutting any orange painted sale lines or boundary trees.

6. **Notice:** Buyer agrees to notify WoodsRun Consulting Forestry, PA twenty-four (24) hours before beginning of logging operations. A pre-harvest conference is required before the logging operations can start. Seller reserves the right for Consultant to view harvesting operations to verify compliance with the terms of this Contract. Buyer agrees to promptly report the completion of cutting on the property and to remove all equipment from the Timber Sale Area within thirty (30) days after completion of harvesting.

7. Payment:

- i) Buyer shall pay Seller the following prices for all timber harvested:

Pine Pulpwood and Topwood	@ \$12.95 per ton
Pine Chip-n-saw	@ \$25.00 per ton
Pine Sawtimber	@ \$25.00 per ton
Pine Large Poles	@ \$46.50 per ton
Hardwood Palletwood	@ \$N/A per ton
Hardwood Pulpwood	@ \$5.00 per ton

- ii) Payment is to be made weekly. Along with payment, Buyer shall furnish Seller a statement showing the volume of wood by weight and type removed from the property.
- iii) Buyer shall mail settlement checks payable to WoodsRun Consulting Forestry Escrow Account. Buyer shall send payments, stumpage statements, and the Daily Load Sheets each week to the following address: WoodsRun Consulting Forestry, PO Box 626, Elizabethtown, NC 28337.
- iv) After the Consultant verifies the settlement, the net weekly settlements, less commissions to WoodsRun Consulting Forestry, will be paid to the Seller from the WoodsRun Consulting Forestry Escrow Account.
- v) Prompt payment is the essence of this Contract. Should the Buyer fail to make prompt payment, Seller has the right to terminate the Contract.

8. **Sale Lines:** The Timber Sale Area around Old IP Tract (South Side) Stand 20 is bounded by orange paint. No logging shall occur across the orange painted lines. Buyer is prohibited from cutting any orange painted lines or any boundary trees.
9. **Access:** For the purpose of cutting, removing and transporting the said timber, Buyer shall have the right of ingress, egress and regress through, across, over and upon the Timber Sale area. Seller will take whatever action is necessary to provide Buyer with good and sufficient access to the Timber Sale Area, will prevent any plowing, ditching, or construction of fences

across the farm roads, paths, or access areas on the Property, and will prevent any other act whatsoever that would interfere with the cutting and removing of said timber and pulpwood.

10. **Roads:** Buyer shall properly maintain roads or paths used for the logging, including any roads constructed for use in the harvest operations, and shall either leave roads in as good of condition as they were when logging began or pay the actual costs of restoration.
11. **Decking:** All decking and skidding must take place within the Timber Sale Area. Buyer has the right to construct a reasonable number of skid trails and logging decks, provided that the location and extent are approved in advance by Consultant. Buyer shall use existing trails when reasonably possible.
12. **Best Management Practices & Forest Practice Guidelines:** Buyer agrees to harvest the timber in accordance with North Carolina Forest Practices Guidelines related to Water Quality and the NC Forestry Best Management Practices Manual so that the Forestry exemption under the N.C. Sedimentation Pollution Control Act of 1973 remains in effect.
13. **Right to Halt Logging:** Buyer, its agents, employees, and assigns, shall minimize soil damage which may result from operating logging machinery during wet ground conditions. Seller reserves the right to suspend logging operations if, in Consultant's sole opinion, conducting said logging operations during periods of wet weather and/or high soil moisture will result in excessive damage to the soils and roads of the property.
14. **Trash and Debris:** No debris of any type shall be left on the property except for natural trees and brush that originated on the land. No trees, limbs, brush or other debris shall be left across property boundaries, or in any fields, streams or ditches on the property. Buyer shall refrain from depositing any petroleum or hazardous wastes on the premises. Buyer or its agents shall at all times keep trash contained within garbage bags or cans. No trash, including, but not limited to cans, bottles, paper, plastic, and towels, shall be left on the ground at any time. At the completion of timber harvesting, Buyer or its agents shall be responsible for removal of all trash from the cutting area, including, but not limited to oil cans, paper, tires, plastic, or glass bottles or other debris, placed on the cutting area by Buyer or its agents. No trash shall be buried on this site.
15. **Government Restrictions:** If any condition exists on the property on or before the Effective Date, which restricts Buyer's ability to harvest and remove the timber due to any government rule, ordinance, law or regulation, or any threatened action from a federal, state, or local governmental agency: (1) If this is a per unit sale, the restricted timber shall be excluded from the sale; and (2) if this is a lump sum sale, Seller shall, within thirty (30) days after written request, reimburse Buyer for the timber located within the restricted area at the fair market value of the timber on the date of purchase.
16. **Fire Hazards:** Buyer and its employees shall at all times exercise reasonable care to minimize and reduce the hazard of fire by the use of good forestry practices. No open fires shall be allowed on this site.

17. **Fences:** Buyer and its agents shall not damage any fences on the property, and shall restore any damaged fences at Buyer's expense to the condition they were in prior to logging.
18. **Damage to Improvements:** Buyer shall pay the actual cost for repair of damages caused by its agents employees, and assigns' logging operations to gates, fences, ditches, bridges, roads, cattle guards, culverts, crops, or other improvements on the premises, except for roads, which are the responsibility of the Seller.
19. **Damage to Property Markers:** Any property corners or monuments that are altered, removed or damaged shall be replaced by a licensed surveyor at Buyer's expense.
20. **Letter of Release:** Buyer shall furnish a letter of release within ten (10) days of completion of logging should the harvesting operation be completed prior to the expiration of the Contract.
21. **Indemnity:** Buyer shall indemnify and hold Seller harmless from any and all liability and any and all loss, including attorney's fees and other related and reasonable expenses incurred, arising from the operations, activities or loss caused by acts or omissions of Buyer's employees, contractors, subcontractors, or employees of contractors or subcontractors, and any invitees, and whether such liability or loss be to an adjoining landowner or to said employees, contractors, subcontractors, employees of contractors or subcontractors, or licensees of Buyer or to any others for property damage, personal injury, death or otherwise.
22. **Insurance:** Buyer agrees to furnish a Certificate of Insurance that meets the Brunswick County Minimum Insurance Coverage Requirements attached hereto as Exhibit B and incorporated herein by reference.
23. **Safety Regulations:** Buyer shall abide by all occupational safety and health (OSHA) requirements and all other applicable state or federal laws.
24. **Exclusion of Warranties:** Buyer and Seller exclude the implied warranties of merchantability and fitness for a particular purpose from this transaction.
25. **Express Warranty of Good & Clean Title:** **Express Warranty of Good & Clean Title:** Seller warrants that he conveys good and rightful title and that the timber is free from any security interest or other lien or encumbrance in which Seller, at the time of contracting, has knowledge. The remedies for breach of this section are the same as remedies for breach of N.C. Gen. Stat. § 25-2-312.
26. **Express Warranty of Merchantability:** Seller warrants that the timber conforms to the description in this Contract and knows of no defects that would keep it from being sold as the products specified in the timber sales notice. The remedies for breach of this section are the same as the remedies for breach of N.C. Gen. Stat. § 25-2-314.
27. **Default:** Should Buyer violate any of the terms and conditions of this Contract and fail to remedy the situation to the satisfaction of the Consultant after notice and demand for remedy, Seller may declare this Contract to be in default and, at the Seller's option, (1) compel specific

performance of this Contract; (2) suspend harvest operations until default has been remedied, or (3) cancel the Contract and seek other forms of relief available by law and/or equity.

28. **Assignment:** Buyer may not assign this Contract in whole or in part without consent of Consultant secured in advance, and in the event of any such assignment Buyer will not be relieved of its duties hereunder unless such release is specifically given by Consultant in writing. Any attempt by Buyer to assign this Contract will relieve Seller of all obligations under this Contract. Buyer may contract or subcontract the cutting, logging, hauling, and removal of the timber without the written consent of the Seller's agent, but by doing so will not be relieved of any obligation under this Contract. Buyer may not sell or assign any rights to any other person or entity to cut, saw, or remove any of the timber as firewood.
29. **Entire Agreement:** This Contract signed by both parties constitutes a final written expression of all the terms of their agreement and is a complete and exclusive statement of those terms.
30. **No Oral Modification:** This Contract may be modified or rescinded only by a writing signed by both parties.
31. **Waiver:** Waiver by either Buyer or Seller of breach by the other party of any provision of this Contract is not a waiver of future compliance with the provision, and the provision remains in full force.
32. **Construction of Contract:** Buyer and Seller agree that no provision of this Contract shall be construed against or in favor of Buyer or Seller by virtue of authorship of this Contract.
33. **Governing Law:** This Contract shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions.
34. **Dispute Resolution and Consent to Jurisdiction:** If any controversy or claim arises out of or relates to this Contract, the parties shall attempt pre-suit mediation prior to the initiation of any law suit. Any action or proceeding related to this Contract shall be instituted and prosecuted in the Courts of the County of Brunswick and each party hereby waives any claim or defense relating to such jurisdiction and venue. The parties agree that neither may initiate binding arbitration.
35. **E-Verify:** Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Buyer utilizes a subcontractor, Buyer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
36. **Divestment from Companies that Boycott Israel:** Buyer hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.

37. **Debarment:** Buyer hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Contract by any governmental department or agency. Buyer must notify Seller within thirty (30) days if debarred by any governmental entity during this Contract.
38. **Non-Discrimination in Employment:** Buyer shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Buyer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event Buyer is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by Seller, and Buyer may be declared ineligible for further agreements with Seller.
39. **Governmental Immunity:** Buyer, to the extent applicable, does not waive its governmental immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

40. **Signatures:** This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____

Frank Williams
Chairman

[SEAL]

FORESTREE, INC.

By:  _____
685D8AEDE0744FF...

Printed Name: Mac McClure

Title: Co-Owner

Date: 2/4/2020

APPROVED AS TO FORM

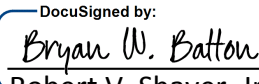
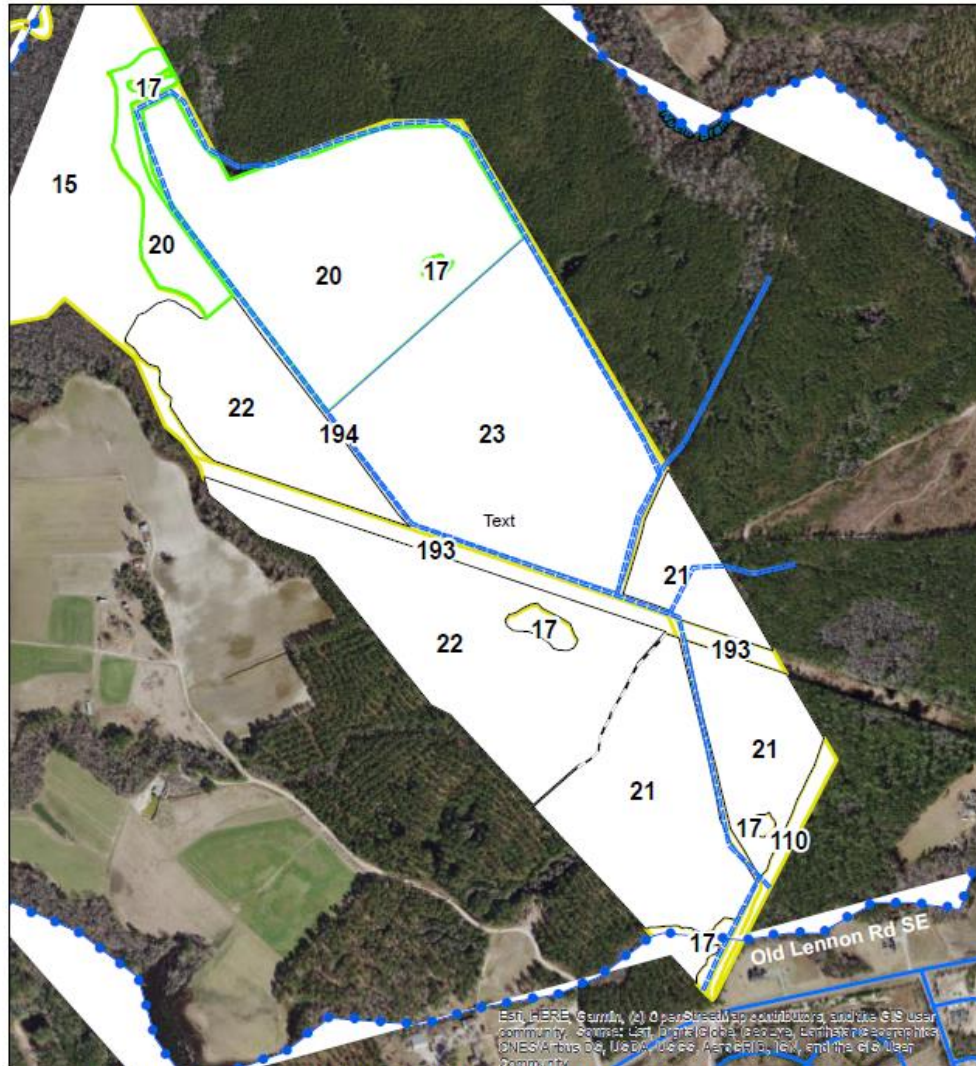
 _____
Robert M. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT A
MAP OF OLD IP TRACT (SOUTH SIDE) STAND 20 – APPROXIMATELY 44 ACRES

Clear Cut Harvest Stand 20 – 44 acre

*Brunswick County - Old IP Tract
Brunswick, NC*



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
NOTE: THIS MAP IS NOT TO SCALE. A 660 MAP WILL BE EMAILED SEPARATELY.

EXHIBIT B**BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS**

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Each Occurrence
 \$1,000,000 Personal and Advertising Injury Limit
 \$ 5,000 Medical Expense Limit

B. WORKERS' COMPENSATION

Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident
 \$500,000 Disease - Each Employee
 \$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- E. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____
- F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- H. Certificate Holder shall be listed as follows;
ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

TIMBER SALE CONTRACT

STATE OF NORTH CAROLINA COUNTY OF BRUNSWICK

THIS TIMBER SALE CONTRACT (Contract) is made the 17th day of February, 2020 (Effective Date) between Canal Wood, L.L.C. (Buyer) and Brunswick County, PO Box 249, Bolivia, NC 28422 (Seller). WoodsRun Consulting Forestry, PA is the Seller's Agent (Consultant) and shall manage this timber sale.

WHEREAS, Seller desires to grant to Buyer, and Buyer desires to acquire from Seller, the right and obligation to cut the timber described in this Contract; and

WHEREAS, the parties intend to create a bilateral contract for the sale of timber, and not an option to purchase timber.

THEREFORE, the parties agree as follows:

1. **Duration of Contract:** Buyer is granted until February 17, 2021, to enter, harvest and remove the timber.
2. **Performance Bond:** Buyer agrees to post a Nine Thousand and No/100 Dollars (\$9,000.00) performance bond with WoodsRun Consulting Forestry, PA, Escrow Account at the signing of this Contract. The bond shall be forfeited in part or in whole upon the basis of a final logging inspection by Consultant. The amount of the bond in no way limits Buyer's liability for damages. Buyer forfeits this bond if it does not harvest the timber within the effective dates of this Contract.
3. **Advanced Deposit:** Buyer agrees to pay Eighty Thousand and No/100 Dollars (\$80,000.00) advanced deposit to the WoodsRun Consulting Forestry, PA, Escrow Account at the signing of this Contract. Buyer forfeits this advance deposit if it does not harvest all of the timber within the effective dates of this Contract.
4. **Description of Timber:** All merchantable pine and hardwood trees are to be cut and removed from the clearcut timber sale area in Old IP Tract (South Side) Stands 21, 22 and 23 as shown on the timber sale maps attached hereto as Exhibit A and incorporated herein by reference (Timber Sale Area).
5. **Damages:** If Buyer cuts or unnecessarily damages trees not included in this sale, Buyer shall pay for those trees at double the stumpage rates based the Consultant's stumpage price estimates and cruised volumes. If the buyer cuts and leaves merchantable timber in the Timber Sale Area, the Buyer shall pay for those trees at double the stumpage rates based on

the Consultant's stumpage price estimates and cruised volumes. Buyer is prohibited from cutting any orange painted sale lines or boundary trees.

6. **Notice:** Buyer agrees to notify WoodsRun Consulting Forestry, PA twenty-four (24) hours before beginning of logging operations. A pre-harvest conference is required before the logging operations can start. Seller reserves the right for Consultant to view harvesting operations to verify compliance with the terms of this Contract. Buyer agrees to promptly report the completion of cutting on the property and to remove all equipment from the Timber Sale Area within thirty (30) days after completion of harvesting.
7. **Payment:**
- i) Buyer shall pay Seller the prices set forth on Exhibit B attached hereto and incorporated herein by reference.
 - ii) Payment is to be made weekly. Along with payment, Buyer shall furnish Seller a statement showing the volume of wood by weight and type removed from each property.
 - iii) Buyer shall mail settlement checks payable to WoodsRun Consulting Forestry Escrow Account. Buyer shall send payments, stumpage statements, and the Daily Load Sheets each week to the following address: WoodsRun Consulting Forestry, PO Box 626, Elizabethtown, NC 28337.
 - iv) After the Consultant verifies the settlement, the net weekly settlements, less commissions to WoodsRun Consulting Forestry, will be paid to the Seller from the WoodsRun Consulting Forestry Escrow Account.
 - v) Prompt payment is the essence of this Contract. Should the Buyer fail to make prompt payment, Seller has the right to terminate the Contract.
8. **Sale Lines:** The Timber Sale Area around Old IP Tract (South Side) Stands 21, 22 and 23 are bounded by orange paint. No logging shall occur across the orange painted lines. Buyer is prohibited from cutting any orange painted lines or any boundary trees.
9. **Access:** For the purpose of cutting, removing and transporting the said timber, Buyer shall have the right of ingress, egress and regress through, across, over and upon the Timber Sale area. Seller will take whatever action is necessary to provide Buyer with good and sufficient access to the Timber Sale Area, will prevent any plowing, ditching, or construction of fences across the farm roads, paths, or access areas on the Property, and will prevent any other act whatsoever that would interfere with the cutting and removing of said timber and pulpwood.
10. **Roads:** Buyer shall properly maintain roads or paths used for the logging, including any roads constructed for use in the harvest operations, and shall either leave roads in as good of condition as they were when logging began or pay the actual costs of restoration.

11. **Decking:** All decking and skidding must take place within the Timber Sale Area. Buyer has the right to construct a reasonable number of skid trails and logging decks, provided that the location and extent are approved in advance by Consultant. Buyer shall use existing trails when reasonably possible.
12. **Best Management Practices & Forest Practice Guidelines:** Buyer agrees to harvest the timber in accordance with North Carolina Forest Practices Guidelines related to Water Quality and the NC Forestry Best Management Practices Manual so that the Forestry exemption under the N.C. Sedimentation Pollution Control Act of 1973 remains in effect.
13. **Right to Halt Logging:** Buyer, its agents, employees, and assigns, shall minimize soil damage which may result from operating logging machinery during wet ground conditions. Seller reserves the right to suspend logging operations if, in Consultant's sole opinion, conducting said logging operations during periods of wet weather and/or high soil moisture will result in excessive damage to the soils and roads of the property.
14. **Trash and Debris:** No debris of any type shall be left on the property except for natural trees and brush that originated on the land. No trees, limbs, brush or other debris shall be left across property boundaries, or in any fields, streams or ditches on the property. Buyer shall refrain from depositing any petroleum or hazardous wastes on the premises. Buyer or its agents shall at all times keep trash contained within garbage bags or cans. No trash, including, but not limited to cans, bottles, paper, plastic, and towels, shall be left on the ground at any time. At the completion of timber harvesting, Buyer or its agents shall be responsible for removal of all trash from the cutting area, including, but not limited to oil cans, paper, tires, plastic, or glass bottles or other debris, placed on the cutting area by Buyer or its agents. No trash shall be buried on this site.
15. **Government Restrictions:** If any condition exists on the property on or before the Effective Date, which restricts Buyer's ability to harvest and remove the timber due to any government rule, ordinance, law or regulation, or any threatened action from a federal, state, or local governmental agency: (1) If this is a per unit sale, the restricted timber shall be excluded from the sale; and (2) if this is a lump sum sale, Seller shall, within thirty (30) days after written request, reimburse Buyer for the timber located within the restricted area at the fair market value of the timber on the date of purchase.
16. **Fire Hazards:** Buyer and its employees shall at all times exercise reasonable care to minimize and reduce the hazard of fire by the use of good forestry practices. No open fires shall be allowed on this site.
17. **Fences:** Buyer and its agents shall not damage any fences on the property, and shall restore any damaged fences at Buyer's expense to the condition they were in prior to logging.
18. **Damage to Improvements:** Buyer shall pay the actual cost for repair of damages caused by its agents employees, and assigns' logging operations to gates, fences, ditches, bridges, roads, cattle guards, culverts, crops, or other improvements on the premises, except for roads, which are the responsibility of the Seller.

19. **Damage to Property Markers:** Any property corners or monuments that are altered, removed or damaged shall be replaced by a licensed surveyor at Buyer's expense.
20. **Letter of Release:** Buyer shall furnish a letter of release within ten (10) days of completion of logging should the harvesting operation be completed prior to the expiration of the Contract.
21. **Indemnity:** Buyer shall indemnify and hold Seller harmless from any and all liability and any and all loss, including attorney's fees and other related and reasonable expenses incurred, arising from the operations, activities or loss caused by acts or omissions of Buyer's employees, contractors, subcontractors, or employees of contractors or subcontractors, and any invitees, and whether such liability or loss be to an adjoining landowner or to said employees, contractors, subcontractors, employees of contractors or subcontractors, or licensees of Buyer or to any others for property damage, personal injury, death or otherwise.
22. **Insurance:** Buyer agrees to furnish a Certificate of Insurance that meets the Brunswick County Minimum Insurance Coverage Requirements attached hereto as Exhibit C and incorporated herein by reference.
23. **Safety Regulations:** Buyer shall abide by all occupational safety and health (OSHA) requirements and all other applicable state or federal laws.
24. **Exclusion of Warranties:** Buyer and Seller exclude the implied warranties of merchantability and fitness for a particular purpose from this transaction.
25. **Express Warranty of Good & Clean Title:** **Express Warranty of Good & Clean Title:** Seller warrants that he conveys good and rightful title and that the timber is free from any security interest or other lien or encumbrance in which Seller, at the time of contracting, has knowledge. The remedies for breach of this section are the same as remedies for breach of N.C. Gen. Stat. § 25-2-312.
26. **Express Warranty of Merchantability:** Seller warrants that the timber conforms to the description in this Contract and knows of no defects that would keep it from being sold as the products specified in the timber sales notice. The remedies for breach of this section are the same as the remedies for breach of N.C. Gen. Stat. § 25-2-314.
27. **Default:** Should Buyer violate any of the terms and conditions of this Contract and fail to remedy the situation to the satisfaction of the Consultant after notice and demand for remedy, Seller may declare this Contract to be in default and, at the Seller's option, (1) compel specific performance of this Contract; (2) suspend harvest operations until default has been remedied, or (3) cancel the Contract and seek other forms of relief available by law and/or equity.
28. **Assignment:** Buyer may not assign this Contract in whole or in part without consent of Consultant secured in advance, and in the event of any such assignment Buyer will not be relieved of its duties hereunder unless such release is specifically given by Consultant in writing. Any attempt by Buyer to assign this Contract will relieve Seller of all obligations under this Contract. Buyer may contract or subcontract the cutting, logging, hauling, and removal of the timber without the

written consent of the Seller's agent, but by doing so will not be relieved of any obligation under this Contract. Buyer may not sell or assign any rights to any other person or entity to cut, saw, or remove any of the timber as firewood.

29. **Entire Agreement:** This Contract signed by both parties constitutes a final written expression of all the terms of their agreement and is a complete and exclusive statement of those terms.
30. **No Oral Modification:** This Contract may be modified or rescinded only by a writing signed by both parties.
31. **Waiver:** Waiver by either Buyer or Seller of breach by the other party of any provision of this Contract is not a waiver of future compliance with the provision, and the provision remains in full force.
32. **Construction of Contract:** Buyer and Seller agree that no provision of this Contract shall be construed against or in favor of Buyer or Seller by virtue of authorship of this Contract.
33. **Governing Law:** This Contract shall be governed by applicable federal law and by the laws of the State of North Carolina without regard for its choice of law provisions.
34. **Dispute Resolution and Consent to Jurisdiction:** If any controversy or claim arises out of or relates to this Contract, the parties shall attempt pre-suit mediation prior to the initiation of any law suit. Any action or proceeding related to this Contract shall be instituted and prosecuted in the Courts of the County of Brunswick and each party hereby waives any claim or defense relating to such jurisdiction and venue. The parties agree that neither may initiate binding arbitration.
35. **E-Verify:** Buyer shall comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Further, if Buyer utilizes a subcontractor, Buyer shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes.
36. **Divestment from Companies that Boycott Israel:** Buyer hereby certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. § 147-86.81.
37. **Debarment:** Buyer hereby certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this Contract by any governmental department or agency. Buyer must notify Seller within thirty (30) days if debarred by any governmental entity during this Contract.
38. **Non-Discrimination in Employment:** Buyer shall not discriminate against any employee or applicant for employment because of race, ethnicity, gender, gender identity, sexual orientation, age, religion, national origin, disability, color, ancestry, citizenship, genetic information, political affiliation or military/veteran status, or any other status protected by federal, state or local law or other unlawful form of discrimination. Buyer shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment. In the event

Buyer is determined by the final order of an appropriate agency or court of competent jurisdiction to be in violation of any non-discrimination provision of federal, state or local law or this provision, this Contract may be cancelled, terminated or suspended in whole or in part by Seller, and Buyer may be declared ineligible for further agreements with Seller.

39. **Governmental Immunity:** Buyer, to the extent applicable, does not waive its governmental immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

40. **Signatures:** This Contract, together with any amendments or modifications, may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall be considered one and the same agreement. This Contract may also be executed electronically. By signing electronically, the parties indicate their intent to comply with the Electronic Commerce in Government Act (N.C.G.S § 66-358.1 et seq.) and the Uniform Electronic Transactions Act (N.C.G.S § 66-311 et seq.). Delivery of an executed counterpart of this Contract by either electronic means or by facsimile shall be as effective as a manually executed counterpart.

ATTEST:

BRUNSWICK COUNTY

Clerk to the Board

By: _____

Frank Williams
Chairman

[SEAL]

CANAL WOOD, L.L.C.

DocuSigned by:
By: Brandon Garner
OC86E8820AA840E...

Printed Name: Brandon Garner

Title: Area Manager

Date: 2/5/2020

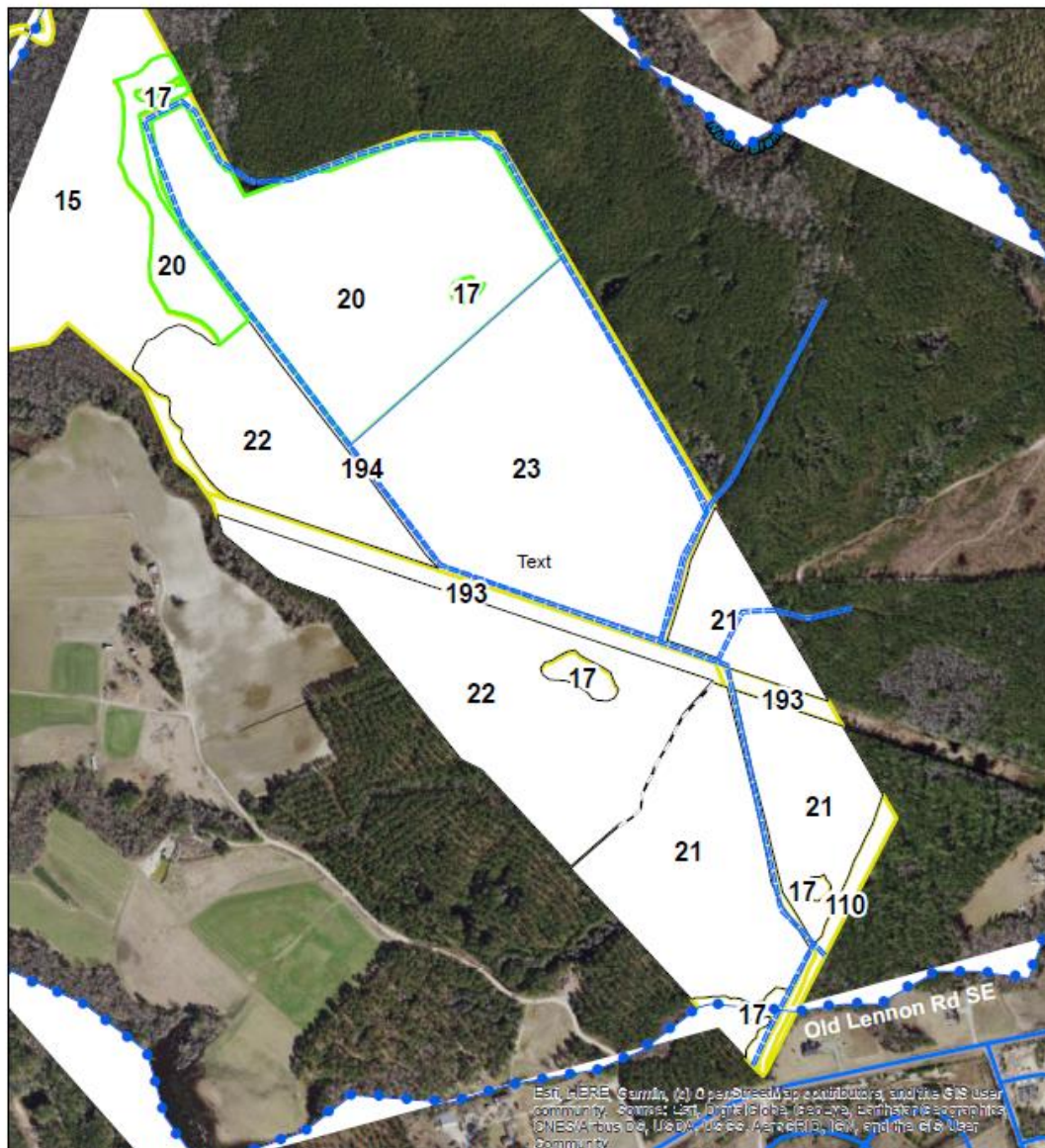
APPROVED AS TO FORM

DocuSigned by:
Bryan W. Batton
Robert V. Shaver, Jr., County Attorney /
Bryan W. Batton, Assistant County Attorney

EXHIBIT A
MAPS OF OLD IP TRACT (SOUTH SIDE) STANDS 21, 22 AND 23

Clear Cut Harvest Stand 21 – 40 acre

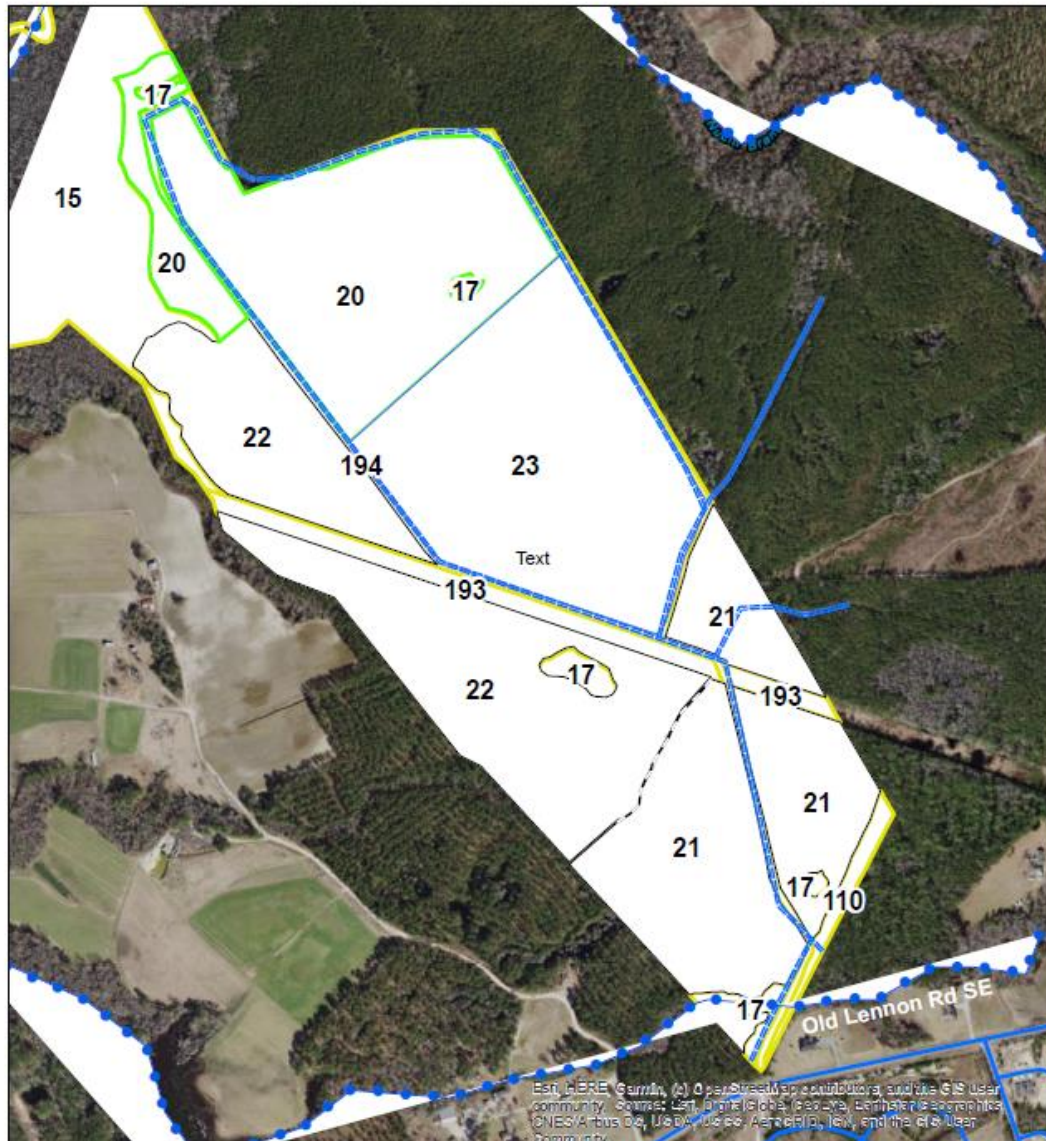
Brunswick County - Old IP Tract
Brunswick, NC



THIS MAP IS NOT A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY
FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
NOTE: THIS MAP IS NOT TO SCALE. A 660 MAP WILL BE EMAILED SEPARATELY.

Clear Cut Harvest Stand 22 – 46 acre

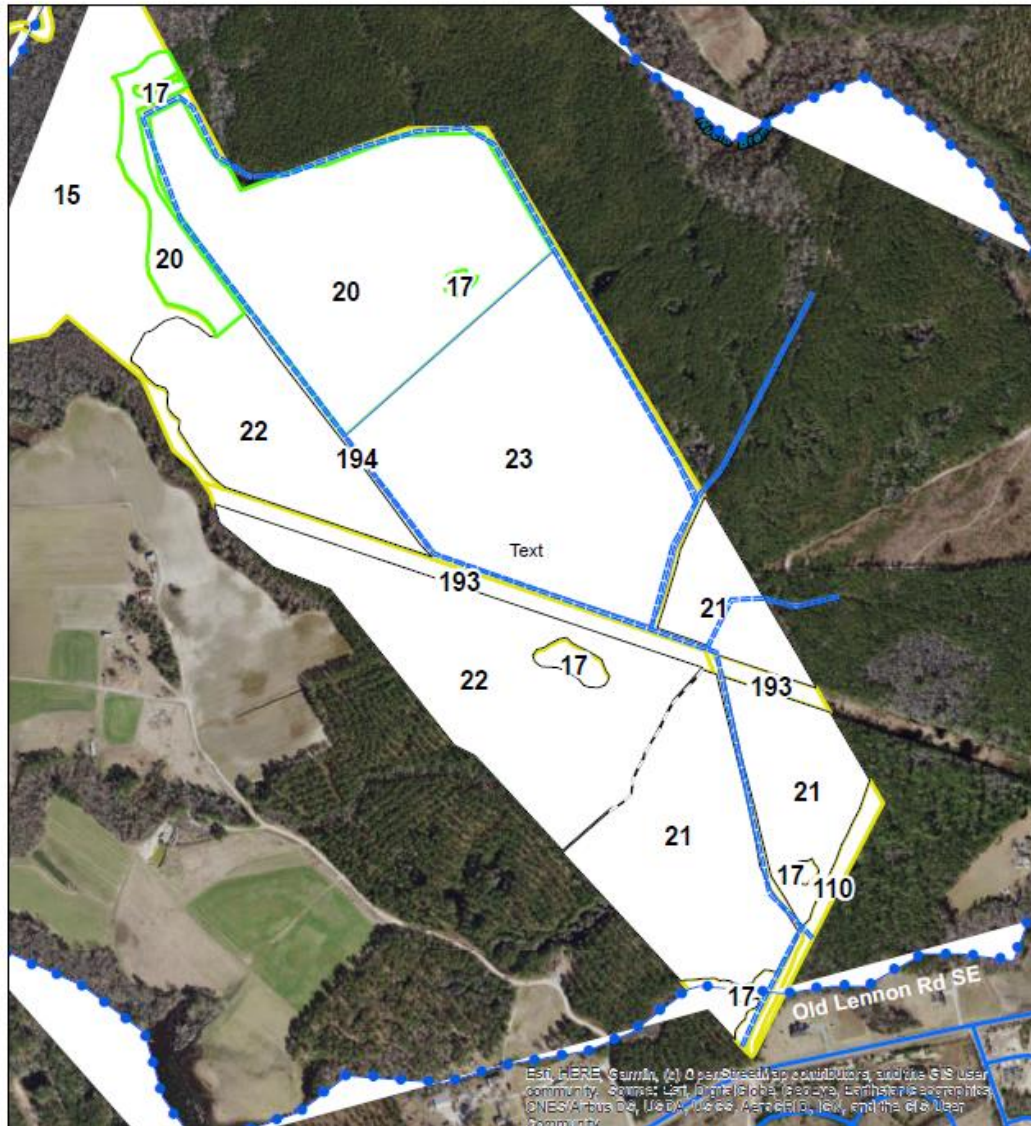
**Brunswick County - Old IP Tract
Brunswick, NC**



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Clear Cut Harvest Stand 23 – 41 acre

Brunswick County - Old IP Tract
Brunswick, NC



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FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS.
NOTE: THIS MAP IS NOT TO SCALE. A 660 MAP WILL BE EMAILED SEPARATELY.

**EXHIBIT B
PAYMENTS**

Buyer shall pay Seller the following prices for all timber harvested:

OLD IP TRACT (SOUTH SIDE) STAND 21 – APPROXIMATELY 40 ACRES

Pine Pulpwood and Topwood	@ \$13.75 per ton
Pine Chip-n-saw	@ \$26.00 per ton
Pine Sawtimber	@ \$26.00 per ton
Pine Large Poles	@ \$38.00 per ton
Hardwood Palletwood	@ \$00.08 per ton
Hardwood Pulpwood	@ \$4.00 per ton

OLD IP TRACT (SOUTH SIDE) STAND 22 – APPROXIMATELY 46 ACRES

Pine Pulpwood and Topwood	@ \$12.75 per ton
Pine Chip-n-saw	@ \$25.75 per ton
Pine Sawtimber	@ \$25.75 per ton
Pine Large Poles	@ \$N/A per ton
Hardwood Fuelwood	@ \$00.75 per ton
Hardwood Pulpwood	@ \$5.00 per ton

OLD IP TRACT (SOUTH SIDE) STAND 23 – APPROXIMATELY 41 ACRES

Pine Pulpwood and Topwood	@ \$12.50 per ton
Pine Chip-n-saw	@ \$25.50 per ton
Pine Sawtimber	@ \$25.50 per ton
Pine Large Poles	@ \$N/A per ton
Hardwood Palletwood	@ \$00.75 per ton
Hardwood Pulpwood	@ \$4.00 per ton

EXHIBIT C**BRUNSWICK COUNTY MINIMUM INSURANCE COVERAGE REQUIREMENTS**

At contractor's expense, contractor shall procure and maintain the following recommended lines of insurance according to the scope of work. The County may choose to elect higher or lower coverages according to the work performed. Contractors must be insured by a licensed agent in North Carolina and rated A-VII or better by A.M. Best.

A. COMMERCIAL GENERAL LIABILITY

Covering all operations involved in this Agreement.

\$2,000,000 General Aggregate
 \$2,000,000 Products/Completed Operations Aggregate
 \$1,000,000 Each Occurrence
 \$1,000,000 Personal and Advertising Injury Limit
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Statutory limits covering all employees, including Employer's Liability with limits of:

\$500,000 Each Accident
 \$500,000 Disease - Each Employee
 \$500,000 Disease - Policy Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

\$1,000,000 Combined Single Limit – Any Auto

D. PROFESSIONAL LIABILITY

\$1,000,000 Per Occurrence

E. POLLUTION LIABILITY INSURANCE

\$1,000,000 Per Occurrence

When a contractor is required to bind pollution/environmental coverage, the contractor must provide evidence of continuation or renewal of liability insurance for a period of three (3) years following termination of the agreement.

ADDITIONAL INSURANCE AND INDEMNIFICATION REQUIREMENTS

- A. Contractor agrees to defend, indemnify, and hold harmless Brunswick County, its officers, employees, and agents from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this Agreement and/or the performance hereof that are due in part or in the entirety of Contractor, its employees or agents. Contractor further agrees to investigate, handle, respond to, defend and dispose of same at its sole expense and agrees to bear all other costs and expenses related thereto.

The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

BRUNSWICK COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS
ADDITIONAL INSURED UNDER CONTRACTOR'S GENERAL LIABILITY INSURANCE.

- A. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- B. Contractor shall have no right of recovery or subrogation against Brunswick County (including its officers, agents and employees), it being the intention of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- C. Brunswick County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- D. All certificates of insurance must provide that the policy or policies shall not be changed or cancelled without at least thirty (30) days prior written notice.
- E. The Certificate of Insurance should note in the Description of Operations the following:
Department: _____
Contract #: _____
- F. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, hold harmless and defend Brunswick County for claims made or suits brought which result from or are in connection with the performance of this Agreement.
- G. In the event Contractor receives Notice of Cancellation of Insurance required pursuant to this Agreement, Contractor shall immediately cease performance of all services and shall provide Notice to Brunswick County's Legal/Risk Management personnel within twenty-four (24) hours.
- H. Certificate Holder shall be listed as follows;
ATTENTION: Brunswick County Risk Manager
30 Government Center Dr. NE
P.O. Box 249
Bolivia, NC 28422
- I. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

Revised 01/2015

Owner	Brunswick County
Tract	Old IP
Stands	20, 21, 22, and 23
Date	1/31/2019
Acres	

Volumes are estimated using a statistical sample and are NOT guaranteed.

Stand 20 - 44 acres		CWC Riegelwood	
Product	Volume	Price	Total
Pine Pulpwood	739	\$ 12.10	\$ 8,941.90
Pine Topwood	705	\$ 12.10	\$ 8,530.50
Pine Chip-n-Saw	1258	\$ 25.00	\$ 31,450.00
Pine Sawtimber	3441	\$ 25.00	\$ 86,025.00
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6143		\$ 134,947.40
Fuelwood		\$ 0.75	\$ -
Hardwood Pulpwood	26	\$ 4.00	\$ 104.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 104.00
Grand Totals	6169		\$ 135,051.40

Stand 20 - 44 acres		CWC Tabor	
Product	Volume	Price	Total
Pine Pulpwood	739	\$ 10.00	\$ 7,390.00
Pine Topwood	705	\$ 10.00	\$ 7,050.00
Pine Chip-n-Saw	1258	\$ 22.50	\$ 28,305.00
Pine Sawtimber	3441	\$ 22.50	\$ 77,422.50
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.00	\$ -
Small Pine Poles		\$ 30.00	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6143		\$ 120,167.50
Fuelwood		\$ 0.50	\$ -
Hardwood Pulpwood	26	\$ 2.50	\$ 65.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 65.00
Grand Totals	6169		\$ 120,232.50

Stand 20 - 44 acres		Tri-State	
Product	Volume	Price	Total
Pine Pulpwood	739	\$ 9.00	\$ 6,651.00
Pine Topwood	705	\$ 9.00	\$ 6,345.00
Pine Chip-n-Saw	1258	\$ 23.00	\$ 28,934.00
Pine Sawtimber	3441	\$ 26.00	\$ 89,466.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 43.00	\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6143		\$ 131,396.00
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	6169		\$ 131,422.00

Stand 20 - 44 acres		John Connor	
Product	Volume	Price	Total
Pine Pulpwood	739	\$ 9.50	\$ 7,020.50
Pine Topwood	705	\$ 9.27	\$ 6,535.35
Pine Chip-n-Saw	1258	\$ 21.77	\$ 27,386.66
Pine Sawtimber	3441	\$ 21.77	\$ 74,910.57
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6143		\$ 115,853.08
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 3.75	\$ 97.50
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 97.50
Grand Totals	6169		\$ 115,950.58

Stand 20 - 44 acres		Forestree	
Product	Volume	Price	Total
Pine Pulpwood	739	\$ 12.95	\$ 9,570.05
Pine Topwood	705	\$ 12.95	\$ 9,129.75
Pine Chip-n-Saw	1258	\$ 25.00	\$ 31,450.00
Pine Sawtimber	3441	\$ 25.00	\$ 86,025.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 46.50	\$ -
Small Pine Poles		\$ 32.50	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6143		\$ 136,174.80
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 5.00	\$ 130.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 130.00
Grand Totals	6169		\$ 136,304.80

Stand 20 - 44 acres		Claybourn Walters	
Product	Volume	Price	Total
Pine Pulpwood	739	\$ 9.35	\$ 6,909.65
Pine Topwood	705	\$ 9.35	\$ 6,591.75
Pine Chip-n-Saw	1258	\$ 22.35	\$ 28,116.30
Pine Sawtimber	3441	\$ 22.35	\$ 76,906.35
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.35	\$ -
Small Pine Poles		\$ 30.35	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6143		\$ 118,524.05
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	6169		\$ 118,550.05

Stand 21 - 40 acres		CWC Riegelwood	
Product	Volume	Price	Total
Pine Pulpwood	655	\$ 13.75	\$ 9,006.25
Pine Topwood	625	\$ 13.75	\$ 8,593.75
Pine Chip-n-Saw	1115	\$ 26.00	\$ 28,990.00
Pine Sawtimber	3050	\$ 26.00	\$ 79,300.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 38.00	\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5445		\$ 125,890.00
Hardwood Palletwood		\$ 0.08	\$ -
Hardwood Pulpwood	26	\$ 4.00	\$ 104.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 104.00
Grand Totals	5471		\$ 125,994.00

Stand 21 - 40 acres		CWC Tabor	
Product	Volume	Price	Total
Pine Pulpwood	655	\$ 10.00	\$ 6,550.00
Pine Topwood	625	\$ 10.00	\$ 6,250.00
Pine Chip-n-Saw	1115	\$ 22.50	\$ 25,087.50
Pine Sawtimber	3050	\$ 22.50	\$ 68,625.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.00	\$ -
Small Pine Poles		\$ 30.00	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5445		\$ 106,512.50
Hardwood Palletwood		\$ 0.50	\$ -
Hardwood Pulpwood	26	\$ 2.50	\$ 65.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 65.00
Grand Totals	5471		\$ 106,577.50

Stand 21 - 40 acres		Tri-State	
Product	Volume	Price	Total
Pine Pulpwood	655	\$ 9.00	\$ 5,895.00
Pine Topwood	625	\$ 9.00	\$ 5,625.00
Pine Chip-n-Saw	1115	\$ 22.00	\$ 24,530.00
Pine Sawtimber	3050	\$ 26.00	\$ 79,300.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 43.00	\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5445		\$ 115,350.00
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	5471		\$ 115,376.00

Stand 21 - 40 acres		John Connor	
Product	Volume	Price	Total
Pine Pulpwood	655	\$ 9.50	\$ 6,222.50
Pine Topwood	625	\$ 9.50	\$ 5,937.50
Pine Chip-n-Saw	1115	\$ 22.00	\$ 24,530.00
Pine Sawtimber	3050	\$ 22.00	\$ 67,100.00
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5445		\$ 103,790.00
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 4.00	\$ 104.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 104.00
Grand Totals	5471		\$ 103,894.00

Stand 21 - 40 acres		Forestree	
Product	Volume	Price	Total
Pine Pulpwood	655	\$ 12.50	\$ 8,187.50
Pine Topwood	625	\$ 12.95	\$ 8,093.75
Pine Chip-n-Saw	1115	\$ 25.25	\$ 28,153.75
Pine Sawtimber	3050	\$ 25.25	\$ 77,012.50
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 46.50	\$ -
Small Pine Poles		\$ 32.50	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5445		\$ 121,447.50
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 5.00	\$ 130.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 130.00
Grand Totals	5471		\$ 121,577.50

Stand 21 - 40 acres		Claybourn Walters	
Product	Volume	Price	Total
Pine Pulpwood	655	\$ 9.85	\$ 6,451.75
Pine Topwood	625	\$ 9.85	\$ 6,156.25
Pine Chip-n-Saw	1115	\$ 22.85	\$ 25,477.75
Pine Sawtimber	3050	\$ 22.85	\$ 69,692.50
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.35	\$ -
Small Pine Poles		\$ 30.35	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5445		\$ 107,778.25
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	5471		\$ 107,804.25

Stand 22 - 46 acres		CWC Riegelwood	
Product	Volume	Price	Total
Pine Pulpwood	722	\$ 12.75	\$ 9,205.50
Pine Topwood	689	\$ 12.75	\$ 8,784.75
Pine Chip-n-Saw	1230	\$ 25.75	\$ 31,672.50
Pine Sawtimber	3363	\$ 25.75	\$ 86,597.25
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6004		\$ 136,260.00
Fuelwood		\$ 0.75	\$ -
Hardwood Pulpwood	26	\$ 5.00	\$ 130.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 130.00
Grand Totals	6030		\$ 136,390.00

Stand 22 - 46 acres		CWC Tabor	
Product	Volume	Price	Total
Pine Pulpwood	722	\$ 10.00	\$ 7,220.00
Pine Topwood	689	\$ 10.00	\$ 6,890.00
Pine Chip-n-Saw	1230	\$ 22.50	\$ 27,675.00
Pine Sawtimber	3363	\$ 22.50	\$ 75,667.50
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.00	\$ -
Small Pine Poles		\$ 30.00	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6004		\$ 117,452.50
Fuelwood		\$ 0.50	\$ -
Hardwood Pulpwood	26	\$ 2.50	\$ 65.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 65.00
Grand Totals	6030		\$ 117,517.50

Stand 22 - 46 acres		Tri-State	
Product	Volume	Price	Total
Pine Pulpwood	722	\$ 9.00	\$ 6,498.00
Pine Topwood	689	\$ 9.00	\$ 6,201.00
Pine Chip-n-Saw	1230	\$ 22.00	\$ 27,060.00
Pine Sawtimber	3363	\$ 26.00	\$ 87,438.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 43.00	\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6004		\$ 127,197.00
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	6030		\$ 127,223.00

Stand 22 - 46 acres		John Connor	
Product	Volume	Price	Total
Pine Pulpwood	722	\$ 9.50	\$ 6,859.00
Pine Topwood	689	\$ 9.50	\$ 6,545.50
Pine Chip-n-Saw	1230	\$ 22.00	\$ 27,060.00
Pine Sawtimber	3363	\$ 22.00	\$ 73,986.00
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6004		\$ 114,450.50
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 4.00	\$ 104.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 104.00
Grand Totals	6030		\$ 114,554.50

Stand 22 - 46 acres		Forestree	
Product	Volume	Price	Total
Pine Pulpwood	722	\$ 12.95	\$ 9,349.90
Pine Topwood	689	\$ 12.95	\$ 8,922.55
Pine Chip-n-Saw	1230	\$ 25.00	\$ 30,750.00
Pine Sawtimber	3363	\$ 25.00	\$ 84,075.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 46.50	\$ -
Small Pine Poles		\$ 32.50	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6004		\$ 133,097.45
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 5.00	\$ 130.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 130.00
Grand Totals	6030		\$ 133,227.45

Stand 22 - 46 acres		Claybourn Walters	
Product	Volume	Price	Total
Pine Pulpwood	722	\$ 9.35	\$ 6,750.70
Pine Topwood	689	\$ 9.35	\$ 6,442.15
Pine Chip-n-Saw	1230	\$ 22.35	\$ 27,490.50
Pine Sawtimber	3363	\$ 22.35	\$ 75,163.05
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 43.85	\$ -
Small Pine Poles		\$ 29.85	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	6004		\$ 115,846.40
Fuelwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Soft Hardwood Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	6030		\$ 115,872.40

Stand 23 - 41 acres		CWC Riegelwood	
Product	Volume	Price	Total
Pine Pulpwood	689	\$ 12.50	\$ 8,612.50
Pine Topwood	657	\$ 12.50	\$ 8,212.50
Pine Chip-n-Saw	1173	\$ 25.50	\$ 29,911.50
Pine Sawtimber	3206	\$ 25.50	\$ 81,753.00
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5725		\$ 128,489.50
Hardwood Palletwood		\$ 0.75	\$ -
Hardwood Pulpwood	26	\$ 4.00	\$ 104.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 104.00
Grand Totals	5751		\$ 128,593.50

Stand 23 - 41 acres		CWC Tabor	
Product	Volume	Price	Total
Pine Pulpwood	689	\$ 10.00	\$ 6,890.00
Pine Topwood	657	\$ 10.00	\$ 6,570.00
Pine Chip-n-Saw	1173	\$ 22.50	\$ 26,392.50
Pine Sawtimber	3206	\$ 22.50	\$ 72,135.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.00	\$ -
Small Pine Poles		\$ 30.00	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5725		\$ 111,987.50
Hardwood Palletwood		\$ 0.50	\$ -
Hardwood Pulpwood	26	\$ 2.50	\$ 65.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 65.00
Grand Totals	5751		\$ 112,052.50

Stand 23 - 41 acres		Tri-State	
Product	Volume	Price	Total
Pine Pulpwood	689	\$ 9.00	\$ 6,201.00
Pine Topwood	657	\$ 9.00	\$ 5,913.00
Pine Chip-n-Saw	1173	\$ 23.00	\$ 26,979.00
Pine Sawtimber	3206	\$ 26.00	\$ 83,356.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 43.00	\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5725		\$ 122,449.00
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	5751		\$ 122,475.00

Stand 23 - 41 acres		John Connor	
Product	Volume	Price	Total
Pine Pulpwood	689	\$ 9.50	\$ 6,545.50
Pine Topwood	657	\$ 9.50	\$ 6,241.50
Pine Chip-n-Saw	1173	\$ 22.00	\$ 25,806.00
Pine Sawtimber	3206	\$ 22.00	\$ 70,532.00
Large Grade Sawtimber			\$ -
Large Pine Poles			\$ -
Small Pine Poles			\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5725		\$ 109,125.00
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 4.00	\$ 104.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 104.00
Grand Totals	5751		\$ 109,229.00

Stand 23 - 41 acres		Forestree	
Product	Volume	Price	Total
Pine Pulpwood	689	\$ 12.95	\$ 8,922.55
Pine Topwood	657	\$ 12.95	\$ 8,508.15
Pine Chip-n-Saw	1173	\$ 25.00	\$ 29,325.00
Pine Sawtimber	3206	\$ 25.00	\$ 80,150.00
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 46.50	\$ -
Small Pine Poles		\$ 32.50	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5725		\$ 126,905.70
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 5.00	\$ 130.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 130.00
Grand Totals	5751		\$ 127,035.70

Stand 23 - 41 acres		Claybourn Walters	
Product	Volume	Price	Total
Pine Pulpwood	689	\$ 10.85	\$ 7,475.65
Pine Topwood	657	\$ 10.85	\$ 7,128.45
Pine Chip-n-Saw	1173	\$ 23.85	\$ 27,976.05
Pine Sawtimber	3206	\$ 23.85	\$ 76,463.10
Large Grade Sawtimber			\$ -
Large Pine Poles		\$ 44.35	\$ -
Small Pine Poles		\$ 30.35	\$ -
Pine Plylogs			\$ -
Pine Posts			\$ -
Pine Subtotals	5725		\$ 119,043.25
Hardwood Palletwood			\$ -
Hardwood Pulpwood	26	\$ 1.00	\$ 26.00
Mixed Hardwood Sawtimber			\$ -
Hard Hardwood Sawtimber			\$ -
Black Gum Sawtimber			\$ -
Poplar Sawtimber			\$ -
Red Oak Sawtimber			\$ -
White Oak Sawtimber			\$ -
Sweetgum Sawtimber			\$ -
Maple Sawtimber			\$ -
Select Hardwood Sawtimber			\$ -
Hardwood Subtotals	26		\$ 26.00
Grand Totals	5751		\$ 119,069.25