



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

RICHARD E. ROGERS, JR.
Director

December 19, 2022

JOHN NICHOLS, PE – DIRECTOR OF PUBLIC UTILITIES
BRUNSWICK COUNTY
POST OFFICE BOX 249
BOLIVIA, NORTH CAROLINA 28422

Subject: Permit No. WQ0023693
West Brunswick Regional WRF
Reclaimed Water Generation,
Distribution, Dedicated
Utilization, and High-Rate
Infiltration System
Brunswick County

Dear Mr. Nichols:

In accordance with your permit renewal request received June 3, 2022, and subsequent additional information received September 26, 2022, we are forwarding herewith Permit No. WQ0023693 dated December 19, 2022, to Brunswick County for the continued operation of the subject reclaimed water generation, distribution, dedicated utilization, and high-rate infiltration facilities.

The following modifications to the subject permit are as follows: the previously permitted jet aeration system for Oxidation Ditch's #3 and #4 has been removed from the facility description.

This permit shall be effective from the date of issuance through December 31, 2029, shall replace Permit No. WQ0023693 issued October 28, 2019, and shall be subject to the conditions and limitations therein. **The Permittee shall submit a renewal application no later than July 4, 2029.**

Please pay attention to the monitoring requirements listed Attachments A, B, and C for they may differ from the previous permit issuance. Failure to establish an adequate system for collecting and maintaining the required operational information shall result in future compliance problems.

The Division has removed the following permit conditions since the last permit issuance dated October 28, 2019:

- Old Condition I.1 – This condition has been met.
- Old Condition I.2 – This condition is no longer required as the Permittee has requested the previously permitted oxidation ditch jet aeration system be removed from the permit.
- Old Condition I.3 – This condition has been met.
- Old Condition I.4 – This condition is no longer required as the Permittee has requested the previously permitted oxidation ditch jet aeration system be removed from the permit.
- Old Condition I.5 – This condition has been met.



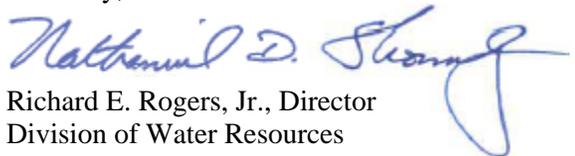
North Carolina Department of Environmental Quality | Division of Water Resources
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617
919.707.9000

- Old Condition I.6 - This condition has been met.
- Old Condition I.7 – This condition has been met.
- Old Condition I.8 - This condition has been met.
- Old Condition IV.12 – This condition has been met.
- Old Condition IV.14 – This condition has been met.

If any parts, requirements, or limitations contained in this permit are unacceptable, the Permittee has the right to request an adjudicatory hearing upon written request within 30 days following receipt of this permit. This request shall be in the form of a written petition, conforming to Chapter 150B of the North Carolina General Statutes, and filed with the Office of Administrative Hearings at 6714 Mail Service Center, Raleigh, NC 27699-6714. Otherwise, this permit shall be final and binding.

If you need additional information concerning this permit, please contact Lauren Raup-Plummer at (919) 707-3660 or Lauren.Plummer@ncdenr.gov.

Sincerely,


Richard E. Rogers, Jr., Director
Division of Water Resources

cc: Brunswick County Health Department (Electronic Copy)
Wilmington Regional Office, Water Quality Regional Operations Section (Electronic Copy)
Patrick Beggs – Operator Certification Group (Electronic Copy)
Laserfiche File (Electronic Copy)
Digital Permit Archive (Electronic Copy)

NORTH CAROLINA
ENVIRONMENTAL MANAGEMENT COMMISSION
DEPARTMENT OF ENVIRONMENTAL QUALITY
RALEIGH

**RECLAIMED WATER GENERATION, DISTRIBUTION, DEDICATED UTILIZATION, AND
HIGH-RATE INFILTRATION SYSTEM PERMIT**

In accordance with the provisions of Article 21 of Chapter 143, General Statutes of North Carolina as amended, and other applicable Laws, Rules, and Regulations

PERMISSION IS HEREBY GRANTED TO

Brunswick County
Brunswick County

FOR THE

operation of a 6,000,000 gallon per day (GPD) reclaimed water generation, distribution, dedicated utilization, and high-rate infiltration facility consisting of the:

continued operation of a 6.0 million gallon per day (MGD) reclaimed water generation system consisting of:

- approximately 7,000 linear feet (LF) of 24-inch sanitary sewer force main, 6,000 LF of 24-inch reclaimed water main, and 2,000 LF of 8-inch water main; two air-release valves; and all associated valves, controls, and appurtenances;

- dual 3.0 MGD reclaimed water generation trains consisting of: three influent flow meters; a plant headworks with three mechanical bar screens, a screening washer, a vortex grit removal system with three 220 gallons per minute (GPM) grit pumps and two grit classifiers; an alkalinity feed system with a 5,000 gallon chemical storage tank; an alum feed system with two 3,500 gallon alum storage tanks; two equalization basins with a combined capacity of 750,000 gallons, each equipped with two 1,400 GPM transfer pumps, a 2,900 GPM jet-aeration pump, a 1,000 GPM jet-aeration pump, two 1,620 cubic feet per minute (CFM) blowers, and two 540 CFM blowers; two oxidation ditch flow splitter boxes with flow meters; four 950,000 gallon oxidation ditches each served by three 75 horsepower (hp) brush aerators, three 5 hp submersible mixers, and adjustable effluent weirs; four 70 foot diameter secondary clarifiers served by four 20 GPM scum pumps, six 1,400 GPM return activated sludge (RAS) pumps, and four 100 GPM waste activated sludge (WAS) pumps; two 4,000 GPM ultrasonic RAS flow meters and two 250 GPM ultrasonic WAS flow meters; four rotating disc package filters with a combined 6 MGD design flow; a disinfection system consisting of a sodium hypochlorite chemical feed and four 30 ft by 60 ft contact chambers; a reclaimed water pump station with four 2,800 GPM effluent pumps, two 1,400 GPM effluent pumps, and two 200 GPM non-potable water pumps; a turbidity meter; two 2,100 GPM sewer drain pumps; two 238,000 gallon aerated sludge storage tanks each served by two 510 CFM blowers, two 320 CFM blowers, and a 1,465 GPM transfer pump; two 250 GPM WAS thickener feed pumps; two gravity belt thickeners with a polymer feed system; an autothermal thermophilic aerobic digestion (ATAD) facility for producing Class A biosolids consisting of four 40-foot diameter ATAD tanks, a 70-foot diameter concrete storage tank, five 3,500 GPM jet-aeration pumps, four 750 GPM foam-control pumps, seven 275 CFM blowers, two 5 hp sludge transfer pumps, a 250 GPM truck loading pump, and two heat exchangers; a septage receiving station with a magnetic flow meter, a fine screen, a screenings collector screw, an aerated grit chamber with a 2 CFM blower and a 0.75 hp mixer, two 9,500 gallon aerated equalization tanks with two 75 CFM blowers, and two 50 GPM sludge pumps; two 1,600 kilowatt (kW) auxiliary generators with automatic transfer switches; and all associated piping, valves, controls, and appurtenances; and
- a 30 million gallon (MG) synthetically-lined upset pond with two 2,100 GPM upset pumps; a 20,000 gallon infiltration pump tank; and all associated piping, valves, controls, and appurtenances; the

continued operation of a reclaimed water distribution system consisting of:

- 15,269 LF of 16-inch reclaimed water main, 3,471 LF of 18-inch reclaimed water main, and 1,020 LF of 20-inch reclaimed water main to serve from NC Highway 211 to the reclaimed valve vault (Section 5); 804 LF of 10-inch reclaimed water main and 15,650 LF of 16-inch reclaimed water main to serve from Bolivia to the reclaimed valve vault (sewer force main) and valve vault to utilization site (reclaimed water main); 5,774 LF of 10-inch reclaimed water main to serve from NC Highway 211 to Carolina National Golf Course; 11,813 LF of 12-inch reclaimed water main and 13 LF of 16-inch reclaimed water main to serve from NC Highway 211 to St. James Plantation; and all associated piping, valves, controls, and appurtenances; the

continued operation of a 3.97 MGD dedicated reclaimed water utilization system consisting of:

- the 1,623,500 GPD West Brunswick Drip Facility dedicated reclaimed water utilization system consisting of: 2,665 LF of 16-inch reclaimed water main, a 98.25 MG synthetically-lined wet weather storage pond; a reclaimed water pump station with a manual bar screen, two 3,300 GPM pumps and one 1,600 GPM pump, two magnetic flow meters, a disc filtration system, and a sodium hypochlorite feed system; 496.4 acres of drip irrigation area in five irrigation zones with a cover crop of Loblolly pine trees; and all associated piping, valves, controls, and appurtenances;
- the 796,700 GPD Carolina National Golf Course dedicated reclaimed water utilization system consisting of: a 13 MG storage and irrigation pond; 149.5 acres of reclaimed water spray irrigation area; and all associated piping, valves, controls, and appurtenances;
- the 344,500 GPD IP Tract dedicated reclaimed water utilization system consisting of: 10,460 LF of 16-inch reclaimed water main; two 1,200 GPM spray irrigation pumps; 50,88 acres of reclaimed water spray irrigation area; and all associated piping, valves, controls, and appurtenances;

- the 256,600 GPD Mercer Mill dedicated reclaimed water utilization system consisting of: 5.1 MG of wet weather storage for the Mercer Mill spray irrigation area in infiltration basin MM/2 under normal operating conditions; 9.8 MG of wet weather storage for the Reserve Club at St. James allocated from infiltration basin MM/1 via excess disposal capacity; two 1,300 GPM spray irrigation pumps; 37.86 acres of reclaimed water spray irrigation area; and all associated piping, valves, controls, and appurtenances;
- the 599,650 GPD Members Club at St. James dedicated reclaimed water utilization system consisting of: a 200 GPM dual pump station with high-water alarms; 600 LF of 4-inch reclaimed water main and 4,100 LF of 10-inch reclaimed water main; a 3 MG storage and irrigation pond; a 1,050 GPM dual irrigation pump station with high-water alarms; 102.4 acres of reclaimed water spray irrigation area; and all associated piping, valves, controls, and appurtenances; and
- the 353,400 GPD Reserve Club at St. James dedicated reclaimed water utilization system consisting of: a 1,000 GPM dual pump irrigation dosing station; 70 acres of reclaimed water spray irrigation area; a 1.2 acre irrigation and storage pond with approximately 1.5 MG of effective storage (as previously stated, an additional 9.8 MG of wet-weather storage for the Reserve Club at St. James is allocated via excess disposal capacity included in the MM/1 infiltration pond); an irrigation flow meter; and all associated piping, valves, controls, and appurtenances; the

continued operation of a 3.26 MGD high-rate infiltration system consisting of:

- the 846,500 GPD IP Tract high-rate infiltration system consisting of: nine high-rate infiltration basins with a cumulative area of 13.88 acres; 14,167 LF of 8-inch perforated PVC groundwater lowering drain with clay anti-seep collars, in-line clean outs, and a PVC membrane curtain; three groundwater lowering pump stations each with two 650 GPM submersible dewatering pumps and a magnetic flow meter; and all associated piping, valves, controls, and appurtenances;
- the 1,850,000 GPD Mercer Mill (MM) high-rate infiltration system consisting of: two high-rate infiltration basins with a cumulative area of 12.55 acres; 6,088 LF of 10-inch perforated PVC groundwater lowering drain with clay anti-seep collars and in-line clean outs; two groundwater lowering pump stations each with two 1,300 GPM submersible dewatering pumps and a magnetic flow meter; and all associated piping, valves, controls, and appurtenances; and
- the 559,928 GPD Clemmons Tract (CT) high-rate infiltration system consisting of: two high-rate infiltration basins with a cumulative area of 2.07 acres; 3,043 LF of 8 to 12-inch perforated PVC groundwater lowering drain with sand backfill, clay anti-seep collars, and in-line clean outs; a PVC membrane curtain with a v-notch weir and ultrasonic meter; and all associated piping, valves, controls, and appurtenances

to serve the West Brunswick Regional WRF, with no discharge of wastes to surface waters, pursuant to the application received June 3, 2022, subsequent additional information received September 26, 2022, and in conformity with the Division-approved plans and specifications considered a part of this permit.

This permit shall be effective from the date of issuance through December 31, 2029, shall replace Permit No. WQ0023693 issued October 28, 2019, and shall be subject to the following conditions and limitations:

I. SCHEDULES

1. The Permittee shall request renewal of this permit on Division-approved forms no later than July 4, 2029. [15A NCAC 02T .0105(b), 02T .0109]

II. PERFORMANCE STANDARDS

1. The Permittee shall maintain and operate the subject reclaimed water generation, distribution, dedicated utilization, and high-rate infiltration facilities so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities fail to perform satisfactorily, including the creation of nuisance conditions due to improper operation and maintenance, the Permittee shall take immediate corrective actions, including Division required actions, such as the construction of additional or replacement reclaimed water generation, distribution, dedicated utilization, and high-rate infiltration facilities, or cessation of reclaimed water distribution. [15A NCAC 02T .0108(b)(1)(A)]
2. This permit shall not relieve the Permittee of their responsibility for damages to groundwater or surface water resulting from the operation of this facility. [15A NCAC 02T .0108(b)(1)(A)]
3. Groundwater monitoring wells shall be constructed in accordance with 15A NCAC 02C .0108 (Standards of Construction for Wells Other than Water Supply), and any other jurisdictional laws and regulations pertaining to well construction. [15A NCAC 02C .0108]
4. The wastewater collection facilities shall be properly maintained and operated at all times. The Permittee shall maintain compliance with an individual system-wide collection system permit (Permit No. WQCS00284) for the operation and maintenance of these facilities. [15A NCAC 02T .0400]
5. Effluent limitations for generated reclaimed water shall not exceed those specified in Attachment A. [15A NCAC 02T .0705(b), 02U .0301]
6. Application rates shall not exceed those specified in Attachment B. [15A NCAC 02T .0705(m), 02U .0401(g)]
7. All reclaimed water valves, storage facilities, and outlets shall be tagged or labeled to warn the public or employees that the water is not intended for drinking. [15A NCAC 02U .0403(b)]
8. All reclaimed water piping, valves, outlets, and other appurtenances shall be color-coded, taped, or otherwise marked to identify the source of the water as being reclaimed water as follows:
 - a. All reclaimed water piping and appurtenances shall be either colored purple (Pantone 522 or equivalent) and embossed or integrally stamped or marked "CAUTION: RECLAIMED WATER - DO NOT DRINK" or be installed with a purple (Pantone 522 or equivalent) identification tape or polyethylene vinyl wrap. The warning shall be stamped on opposite sides of the pipe and repeated every three feet or less;
 - b. Identification tape shall be at least three inches wide and have white or black lettering on purple (Pantone 522 or equivalent) field stating "CAUTION: RECLAIMED WATER - DO NOT DRINK". Identification tape shall be installed on top of reclaimed water pipelines, fastened at least every 10 feet to each pipe length and run continuously the entire length of the pipe; and
 - c. Existing underground distribution systems retrofitted for the purpose of conveying reclaimed water shall be taped or otherwise identified as noted in II.8.a. and II.8.b. This identification need not extend the entire length of the distribution system but shall be incorporated within 10 feet of crossing any potable water supply line or sanitary sewer line.
[15A NCAC 02U .0403(c)]
9. All reclaimed water valves and outlets shall be of a type, or secured in a manner, that permits operation by personnel authorized by the entity that operates the reclaimed water system. [15A NCAC 02U .0403(d)]

10. Hose bibs shall be located in locked, below grade vaults that shall be labeled as being of non-potable quality. As an alternative to the use of locked vaults with standard hose bib services, other locking mechanisms such as hose bibs that can only be operated by a tool may be placed above ground and labeled as non-potable water. [15A NCAC 02U .0403(e)]
11. There shall be no direct cross-connections between the reclaimed water and potable water systems, unless such connection has been approved by the Department pursuant to 15A NCAC 18C .0406. [15A NCAC 02U .0403(f)]
12. Reclaimed water distribution lines shall be located at least 5 feet horizontally from and 18 inches below any water line if practicable. If these separation distances cannot be met, the piping and integrity testing procedures shall meet water main standards in accordance with 15A NCAC 18C. [15A NCAC 02U .0403(g), 02U .0403(h)]
13. Reclaimed water distribution lines shall not be less than 50 feet from a well unless the piping and integrity testing procedures meet water main standards in accordance with 15A NCAC 18C, but in no case shall they be less than 25 feet from a private well. [15A NCAC 02U .0403(g), 02U .0403(i)]
14. Reclaimed water distribution lines shall meet the separation distances to sewer lines in accordance with 15A NCAC 02T .0305. [15A NCAC 02U .0403(g), 02U .0403(j)]
15. Reclaimed water irrigation fields permitted prior to September 1, 2006 (i.e., West Brunswick Drip Facility, the Members Club at St. James, and the Carolina National Golf Course) have compliance and review boundaries established at the property boundary. Any exceedance of groundwater standards at or beyond the compliance boundary shall require corrective action. Division-approved relocation of the compliance boundary shall be noted in Attachment B. Multiple contiguous properties under common ownership and permitted for use as a disposal system shall be treated as a single property with regard to determination of a compliance boundary. [15A NCAC 02L .0106, 02T .0105(h), 02H .0219(k)(1)(C)(i)(III), G.S. 143-215.1(i), G.S. 143-215.1(k)]
16. Reclaimed water irrigation fields permitted on or after September 1, 2006 (i.e., IP Tract, Mercer Mill, and the Reserve Club at St. James) have compliance and review boundaries established at the irrigation area boundaries. Any exceedance of groundwater standards at or beyond the compliance boundary shall require corrective action. Division-approved relocation of the compliance boundary shall be noted in Attachment B. Multiple contiguous properties under common ownership and permitted for use as a disposal system shall be treated as a single property with regard to determination of a compliance boundary. [15A NCAC 02L .0106, 02T .0105(h), 02U .0501(a)(6), G.S. 143-215.1(i), G.S. 143-215.1(k)]
17. High-rate infiltration sites permitted on or after December 30, 1983 (i.e., IP Tract, Mercer Mill, and Clemmons Tract) have a compliance boundary that is either 250 feet from the infiltration area, or 50 feet within the property boundary, whichever is closest to the infiltration area. Any exceedance of groundwater standards at or beyond the compliance boundary shall require corrective action. Division-approved relocation of the compliance boundary shall be noted in Attachment B. Multiple contiguous properties under common ownership and permitted for use as a disposal system shall be treated as a single property with regard to determination of a compliance boundary. [15A NCAC 02L .0106(d)(2), 02L .0107(b), 02T .0105(h), G.S. 143-215.1(i), G.S. 143-215.1(k)]
18. The review boundary for high-rate infiltration sites (i.e., IP Tract, Mercer Mill, and Clemmons Tract) is midway between the compliance boundary and the infiltration area. Any exceedance of groundwater standards at or beyond the review boundary shall require preventative action. [15A NCAC 02L .0106(d)(1), 02L .0108]
19. The Permittee shall apply for a permit modification to establish a new compliance boundary prior to any sale or transfer of property affecting a compliance boundary (i.e., parcel subdivision). [15A NCAC 02L .0107(c)]

20. No wells, excluding Division-approved monitoring wells, shall be constructed within the compliance boundary except as provided for in 15A NCAC 02L .0107(g). [15A NCAC 02L .0107]
21. Except as provided for in 15A NCAC 02L .0107(g), the Permittee shall ensure any landowner who is not the Permittee and owns land within the compliance boundary shall execute and file with the Brunswick County Register of Deeds an easement running with the land containing the following items:
 - a. A notice of the permit and number or other description as allowed in 15A NCAC 02L .0107(f)(1);
 - b. Prohibits construction and operation of water supply wells within the compliance boundary; and
 - c. Reserves the right of the Permittee or the State to enter the property within the compliance boundary for purposes related to the permit.

The Director may terminate the easement when its purpose has been fulfilled or is no longer needed.
[15A NCAC 02L .0107(f)]

22. The Water Reuse Agreement (attached) between the Troon St. James, LLC, CGNC LLC, and Brunswick County shall remain in full effect for the life of this permit. No modifications to this agreement shall be made without prior approval from the Division of Water Resources. [15A NCAC 02T .0108(b)(1)(A)]

23. The facilities herein were permitted per the following setbacks:

- a. The reclaimed water irrigation sites at West Brunswick Drip Irrigation Facility were originally permitted April 16, 2004. The setbacks for drip irrigation sites originally permitted or modified from June 1, 1996 to August 31, 2006 are as follows (all distances in feet):

i. Surface waters classified SA:	100
ii. Surface waters not classified SA:	25
iii. Each water supply well:	100
iv. Each non-potable well:	10
v. Each swimming pool:	25

[15A NCAC 02H .0219(k)(1)(C)(i)]

- b. The infiltration sites at Carolina National Golf Course were originally permitted April 1, 2005. The setbacks for infiltration sites originally permitted or modified as a reclaimed water system from June 1, 1996 to September 1, 2006 are as follows (all distances in feet):

i. Surface waters classified SA:	100
ii. Surface waters classified non-SA:	25
iii. Each water supply well:	100
iv. Each non-potable well:	10

[15A NCAC 02H .0219(k)]

- c. The reclaimed water irrigation sites at IP Tract and Mercer Mill were originally permitted March 3, 2008. The reclaimed water irrigation sites at the Reserve Club at St. James and the Members Club at St. James were originally permitted March 3, 2010. The setbacks for spray irrigation sites originally permitted or modified from September 1, 2006 to June 17, 2011 are as follows (all distances in feet):

i. Surface waters classified SA:	100
ii. Surface waters not classified SA:	25
iii. Each well with exception of monitoring wells:	100

[15A NCAC 02T .0912(b)]

- d. The infiltration sites at IP Tract were originally permitted March 3, 2008. The infiltration sites at Mercer Mill were modified December 19, 2017. The infiltration sites at Clemmons Tract were originally applied for May 1, 2018. The setbacks for infiltration sites originally permitted or modified from September 1, 2006 to August 31, 2018 and meeting the October 27, 2006 High-Rate Infiltration Policy are as follows (all distances in feet):

i. Each habitable residence or place of assembly under separate ownership:	100 ¹
ii. Each habitable residence or place of assembly owned by the Permittee:	50
iii. Each private or public water supply source:	100
iv. Surface waters:	100 ³
v. Groundwater lowering ditches:	100 ³
vi. Surface water diversions:	50
vii. Each well with exception of monitoring wells:	100
viii. Each property line:	50 ²
ix. Top of slope of embankments or cuts of two feet or more in vertical height:	100
x. Each water line:	10
xi. Subsurface groundwater lowering drainage systems:	100 ³
xii. Each swimming pool:	100
xiii. Public right of way:	50
xiv. Nitrification field:	20
xv. Each building foundation or basement:	15
xvi. Each impounded public surface water supply:	500
xvii. Each public shallow ground water supply (less than 50 feet deep):	500

¹ Habitable residences or places of assembly under separate ownership constructed after the facilities herein were originally permitted or subsequently modified are exempt from this setback.

² Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

³ Setbacks to surface waters, groundwater lowering ditches, and subsurface groundwater lowering drainage systems have been reduced from 200 to 100 feet because the treatment units are designed to meet a Total Nitrogen of 7 mg/L and a Total Phosphorus of 3 mg/L.

[15A NCAC 02T .0706(a), 02T .0706(b), 02T .0706(f), 02T .0706(g)]

- e. The storage and treatment units were modified March 3, 2008. The setbacks for storage and treatment units originally permitted or modified from September 1, 2006 to June 17, 2011 are as follows (all distances in feet):

i. Each habitable residence or place of assembly under separate ownership:	100 ¹
ii. Each private or public water supply source:	100
iii. Surface waters:	50
iv. Each well with exception of monitoring wells:	100
v. Each property line:	50 ²

¹ Habitable residences or places of assembly under separate ownership constructed after the facilities herein were originally permitted or subsequently modified are exempt from this setback.

² Setbacks to property lines are not applicable when the Permittee, or the entity from which the Permittee is leasing, owns both parcels separated by the property line.

[15A NCAC 02T .0912(a)]

III. OPERATION AND MAINTENANCE REQUIREMENTS

1. The Permittee shall operate and maintain the subject facilities as a non-discharge system. [15A NCAC 02T .0700, 02U .0101]
2. The Permittee shall maintain an Operation and Maintenance Plan, which shall include:
 - a. A description of the operation of the system in detail to show what operations are necessary for the system to function and by whom the operations are to be conducted;
 - b. A sampling and monitoring plan to evaluate quality of reclaimed water within the distribution system to provide quality assurance at the time of reuse, and specify actions to be taken in response to unsatisfactory monitoring results;
 - c. A map of all reclaimed water distribution lines;
 - d. A description of anticipated maintenance of the system;
 - e. Provisions for safety measures, including restriction of access to the site and equipment; and
 - f. Spill control provisions that include response to upsets and bypasses, including control, containment, and remediation, and contact information for personnel, emergency responders, and regulatory agencies;[15A NCAC 02T .0707(a), 02U .0801(a)]
3. Upon the Water Pollution Control System Operators Certification Commission's (WPCSOCC) classification of the subject non-discharge facilities, the Permittee shall designate and employ a certified operator in responsible charge (ORC), and one or more certified operators as back-up ORCs. The ORC or their back-up shall operate and visit the facilities as required by the WPCSOCC. [15A NCAC 02T .0117]
4. An operator certified by the Water Pollution Control System Operators Certification Commission (WPCSOCC) of a grade equivalent or greater than the facility classification shall be on call 24 hours per day. [15A NCAC 02U .0401(e)]
5. The Permittee shall maintain vegetative cover on the irrigation sites, such that crop health is optimal, allows even effluent distribution, and allows inspection of the irrigation system. [15A NCAC 02U .0801(b)]
6. The Permittee shall take measures to prevent effluent ponding in or runoff from the irrigation sites listed in Attachment B. [15A NCAC 02U .0801(c)]
7. The Permittee shall not irrigate treated effluent during inclement weather, or when the soil is in a condition that will cause ponding or runoff. [15A NCAC 02U .0401(k)]
8. Irrigation and infiltration equipment shall be tested and calibrated once per permit cycle. [15A NCAC 02T .0707(d), 02U .0801(d)]
9. Only reclaimed water generated from the West Brunswick Regional WRF shall be irrigated or infiltrated on the sites listed in Attachment B or conveyed in the reclaimed water distribution facilities permitted herein. [15A NCAC 02T .0701, 02U .0101]
10. The Permittee shall not allow vehicles or heavy machinery on the irrigation or infiltration area, except during equipment installation or maintenance activities. [15A NCAC 02T .0707(e), 02U .0801(e)]
11. The Permittee shall prohibit public access to the wastewater treatment, storage, and infiltration facilities. [15A NCAC 02T .0705(p), 02U .0402(e)]

12. Public access to reclaimed water utilization sites shall be controlled during active site use. Such controls may include the posting of signs showing the activities being conducted at each site. [15A NCAC 02U .0501(a)(2)]
13. The Permittee shall dispose or utilize generated residuals in a Division-approved manner. [15A NCAC 02T .0708, 02T .1100, 02U .0802].
14. The Permittee shall not divert or bypass untreated or partially treated reclaimed water from the subject facilities. [15A NCAC 02T .0705(i), 02U .0402(g)]
15. Freeboard in the reclaimed water irrigation and storage ponds, the high-rate infiltration basins, and the five day upset pond shall not be less than two feet at any time. [15A NCAC 02T .0705(c), 02U .0401(h)]
16. Gauges to monitor water levels in the reclaimed water irrigation and storage ponds, the high-rate infiltration basins, and the five day upset pond shall be provided. These gauges shall have readily visible permanent markings, at inch or tenth of a foot increments, indicating the following elevations: maximum liquid level at the top of the temporary liquid storage volume; minimum liquid level at the bottom of the temporary liquid storage volume; and the lowest point on top of the dam. [15A NCAC 02T .0707(f), 02U .0801(f)]
17. A protective vegetative cover shall be established and maintained on all berms, pipe runs, erosion control areas, surface water diversions, and earthen embankments (i.e., outside toe of embankment to maximum allowable temporary storage elevation on the inside of the embankment). Trees, shrubs, and other woody vegetation shall not be allowed to grow on the earthen dikes or embankments. Earthen embankments shall be kept mowed or otherwise controlled and accessible. [15A NCAC 02T .0707(g), 02U .0801(g)]
18. Metering equipment shall be tested and calibrated annually. [15A NCAC 02T .0707(d), 02U .0801(d)]
19. An automatically activated standby power source capable of powering all essential treatment units shall be on site and operational at all times. If a generator is employed as an alternate power supply, it shall be tested weekly by interrupting the primary power source. [15A NCAC 02T .0705(k), 02U .0401(d)]
20. Continuous online monitoring and recording for turbidity or particle count and flow shall be provided prior to storage, distribution, or utilization of reclaimed water. [15A NCAC 02U .0401(b)]
21. If turbidity exceeds 10 NTUs or if the permitted pathogen levels cannot be met, all effluent shall be routed to the five day upset pond until the problems associated with the reclaimed water generation system have been corrected. The water in the five day upset pond shall be pumped back to the treatment plant headworks for re-treatment or treated in the five day upset pond prior to utilization. [15A NCAC 02U .0402(d)]
22. The Permittee shall provide notification to the public and its employees about the use of reclaimed water, and that reclaimed water is not intended for drinking. Such notification shall be provided to employees in a language they can understand. [15A NCAC 02U .0501(a)(2)]
23. The Permittee shall develop and implement an education program to inform users and its employees about the proper use of reclaimed water. Educational material shall be provided to all residents and/or other facilities provided with reclaimed water, and these materials shall be maintained consistent with the reclaimed water uses. All educational materials shall be made available to the Division upon request. [15A NCAC 02U .0501(a)(4)]
24. The infiltration areas shall be cleaned at least once per permit cycle to remove deposited materials that may impede the infiltration process. Cleaning records shall be maintained at the facility for five years, and shall be made available to the Division upon request. The Wilmington Regional Office, telephone number (910) 796-7215, shall be notified prior to each cleaning. [15A NCAC 02T .0707(h)]

25. Approximately 9.8 MG of wet weather storage for the reclaimed water irrigation system at the Reserve Club is provided via excess disposal capacity that is available in infiltration pond MM/1 at the Mercer Mill site. Future requests to allow wet weather storage to be allocated within the infiltration basins at the Mercer Mill site and/or the IP Tract will not be approved unless adequate operational data can be provided to document that the infiltration basins are functioning effectively at the permitted loading rates, and that the existing pumps and piping are sized adequately to accommodate the effluent transfer. [15A NCAC 02T .0108(b)(1)(A)]

IV. MONITORING AND REPORTING REQUIREMENTS

1. The Permittee shall conduct and report any Division required monitoring necessary to evaluate this facility's impact on groundwater and surface water. [15A NCAC 02T .0108(c)]
2. A Division-certified laboratory shall conduct all analyses for the required effluent, groundwater, and surface water parameters. [15A NCAC 02H .0800]
3. Flow through the treatment facility shall be continuously monitored, and daily flow values shall be reported on Form NDMR. Facilities with a permitted flow less than 10,000 GPD may estimate their flow from water usage records provided the water source is metered. [15A NCAC 02T .0105(k), 02T .0108(c)]
4. The Permittee shall monitor the generated reclaimed water at the frequencies and locations for the parameters specified in Attachment A. [15A NCAC 02T .0108(c)]
5. The Permittee shall maintain records tracking the amount of reclaimed water irrigated and infiltrated. These records shall include the following information for each irrigation and infiltration site listed in Attachment B:
 - a. Date of irrigation or infiltration;
 - b. Volume of reclaimed water irrigated or infiltrated;
 - c. Site irrigated or infiltrated;
 - d. Length of time site is irrigated or infiltrated;
 - e. Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings (for irrigation sites only);
 - f. Continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically limited in Attachment B (for irrigation sites only);
 - g. Loading rates to each infiltration site listed in Attachment B;
 - h. Weather conditions; and
 - i. Maintenance of cover crops (for irrigation sites only).

[15A NCAC 02T .0108(c)]

6. Freeboard (i.e., water level to the lowest embankment elevation) in the reclaimed water irrigation and storage ponds, the high-rate infiltration basins, and the five day upset pond shall be measured to the nearest inch or tenth of a foot, and recorded weekly. Weekly freeboard records shall be maintained for five years, and shall be made available to the Division upon request. [15A NCAC 02T .0108(c)]

7. Three copies of all monitoring data (as specified in Conditions IV.3. and IV.4.) on Form NDMR for each PPI, three copies of all operation and disposal records (as specified in Conditions IV.5. and IV.6.) on Form NDAR-1 for every irrigation site in Attachment B, three copies of all operation and disposal records (as specified in Conditions IV.5. and IV.6.) on Form NDAR-2 for every infiltration site in Attachment B shall be submitted on or before the last day of the following month. If no activities occurred during the monitoring month, monitoring reports are still required documenting the absence of the activity. All information shall be submitted to the following address:

Division of Water Resources
Information Processing Unit
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[15A NCAC 02T .0105(l)]

8. Pursuant to G.S. 143-215.1C(a), the Permittee shall provide to its users and the Division of Water Resources an annual report summarizing the performance of the reclaimed water generation, dedicated utilization, distribution, and high-rate infiltration facility and the extent to which the facility has violated this permit, or federal or State laws, regulations, or rules related to the protection of water quality. This report shall be prepared on either a calendar or fiscal year basis and shall be provided no later than 60 days after the end of the calendar or fiscal year. Two copies of the annual report provided to the Permittee's users shall be submitted to:

Division of Water Resources
Water Quality Permitting Section
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[G.S. 143-215.1C(a)]

9. The Permittee shall maintain a record of all residuals removed from this facility. This record shall be maintained for five years, and shall be made available to the Division upon request. This record shall include:
 - a. Name of the residuals hauler;
 - b. Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals;
 - c. Date the residuals were hauled; and
 - d. Volume of residuals removed.

[15A NCAC 02T .0708(b), 02U .0802(b)]

10. The Permittee shall develop and maintain a routine review and inspection program for offsite users of dedicated reclaimed water. An inspection log shall be maintained for five years, and shall be made available to the Division upon request. This log shall include:
 - a. Visual observations of the reclaimed water user sites; and
 - b. Record of preventative maintenance (e.g., pump and valve maintenance, cross connection control, etc.).

[15A NCAC 02U .0801(i)]

11. A maintenance log shall be kept at this facility. This log shall be maintained for five years, and shall be made available to the Division upon request. This log shall include:
 - a. Date of flow measurement device calibration;
 - b. Date of irrigation and infiltration equipment calibration;
 - c. Date of turbidimeter calibration;
 - d. Date and results of power interruption testing on alternate power supply;
 - e. Visual observations of the plant and plant site;
 - f. Record of preventative maintenance (e.g., changing of equipment, adjustments, testing, inspections and cleanings, etc.); and
 - g. Record of all discharges of reclaimed water to surface waters or the land surface, including the date of occurrence, estimated volume, and corrective action taken.

[15A NCAC 02T .0707(i), 02U .0801(h)]

12. Monitoring well MW-7 shall be sampled at the frequencies and for the parameters specified in Attachment C. All mapping, well construction forms, well abandonment forms and monitoring data shall refer to the permit number and the well nomenclature as provided in Attachment C and Figure 9.
[15A NCAC 02T .0105(m)]

13. Two copies of the monitoring well sampling and analysis results shall be submitted on a Compliance Monitoring Form (GW-59), along with attached copies of laboratory analyses, on or before the last working day of the month following the sampling month. The Compliance Monitoring Form (GW-59) shall include this permit number, the appropriate well identification number, and one GW-59a certification form shall be submitted with each set of sampling results. All information shall be submitted to the following address:

Division of Water Resources
Information Processing Unit
1617 Mail Service Center
Raleigh, North Carolina 27699-1617

[15A NCAC 02T .0105(m)]

14. **Noncompliance Notification:**

The Permittee shall report to the Wilmington Regional Office, telephone number (910) 796-7215, within 24 hours of first knowledge of the following:

- a. Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.
- b. Any process unit failure (e.g., mechanical, electrical, etc.) rendering the facility incapable of adequate wastewater treatment.
- c. Any failure rendering the reclaimed water distribution facilities incapable of adequately conveying the reclaimed water (e.g., mechanical or electrical failures, line blockages or breaks, etc.).
- d. Any failure resulting in a discharge untreated or partially treated wastewater to surface waters.
- e. Any failure resulting in a discharge of reclaimed water directly to surface waters or any unpermitted release of reclaimed water to land surface greater than or equal to 5,000 gallons. Unpermitted releases less than 5,000 gallons to land surface shall be documented by the Permittee in accordance with Condition IV.11.g. but do not require Regional Office notification.
- f. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- g. Ponding in or runoff from the irrigation sites.
- h. Effluent breakout from the infiltration sites.

Emergencies requiring reporting outside normal business hours shall call the Division's Emergency Response personnel at telephone number (800) 662-7956, (800) 858-0368, or (919) 733-3300. All noncompliance notifications shall file a written report to the Wilmington Regional Office within five days of first knowledge of the occurrence, and this report shall outline the actions proposed or taken to ensure the problem does not recur. [15A NCAC 02T .0108(b)(1)(A)]

V. **INSPECTIONS**

1. The Permittee shall perform inspections and maintenance to ensure proper operation of the reclaimed water generation, distribution, utilization, and infiltration facilities. [15A NCAC 02U .0801(i), 15A NCAC 02T .0707(j)]
2. The Permittee shall inspect the reclaimed water generation, distribution, utilization, and infiltration facilities to prevent malfunctions, facility deterioration, and operator errors that may result in discharges of wastes to the environment, threats to human health, or public nuisances. The Permittee shall maintain an inspection log that includes the date and time of inspection, observations made, and maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for a period of five years from the date of the inspection, and this log shall be made available to the Division upon request. [15A NCAC 02U .0801(h), 15A NCAC 02U .0801(i), 15A NCAC 02T .0707(i), 15A NCAC 02T .0707(j)]
3. Division authorized representatives may, upon presentation of credentials, enter and inspect any property, premises, or place related to the reclaimed water generation, distribution, utilization, and infiltration facilities permitted herein at any reasonable time for determining compliance with this permit. Division authorized representatives may inspect or copy records maintained under the terms and conditions of this permit, and may collect groundwater, surface water, or leachate samples. [G.S. 143-215.3(a)(2)]

VI. GENERAL CONDITIONS

1. Failure to comply with the conditions and limitations contained herein may subject the Permittee to a Division enforcement action. [G.S. 143-215.6A, 143-215.6B, 143-215.6C]
2. This permit is effective only with respect to the nature and volume of wastes described in the permit application, and Division-approved plans and specifications. [G.S. 143-215.1(d)]
3. Unless specifically requested and approved in this permit, there are no variances to administrative codes or general statutes governing the construction or operation of the facilities permitted herein. [15A NCAC 02T .0105(n)]
4. The issuance of this permit does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that other jurisdictional government agencies (e.g., local, state, and federal) may require. [15A NCAC 02T .0105(c)(6)]
5. If the permitted facilities change ownership, or the Permittee changes their name, the Permittee shall submit a permit modification request on Division-approved forms. The Permittee shall comply with all terms and conditions of this permit until the permit is transferred to the successor-owner. [G.S. 143-215.1(d3)]
6. The Permittee shall retain a set of Division-approved plans and specifications for the life of the facilities permitted herein. [15A NCAC 02T .0105(o)]
7. The Permittee shall maintain this permit until the proper closure of all facilities permitted herein, or until the facilities permitted herein are permitted by another authority. [15A NCAC 02T .0105(j)]
8. This permit is subject to revocation or modification upon 60-day notice from the Division Director, in whole or part for:
 - a. violation of any terms or conditions of this permit or Administrative Code Title 15A Subchapter 02U and 02T;
 - b. obtaining a permit by misrepresentation or failure to disclose all relevant facts;
 - c. the Permittee's refusal to allow authorized Department employees upon presentation of credentials:
 - i. to enter the Permittee's premises where a system is located or where any records are required to be kept;
 - ii. to have access to any permit required documents and records;
 - iii. to inspect any monitoring equipment or method as required in this permit; or
 - iv. to sample any pollutants;
 - d. the Permittee's failure to pay the annual fee for administering and compliance monitoring; or
 - e. a Division determination that the conditions of this permit are in conflict with North Carolina Administrative Code or General Statutes.

[15A NCAC 02T .0110]

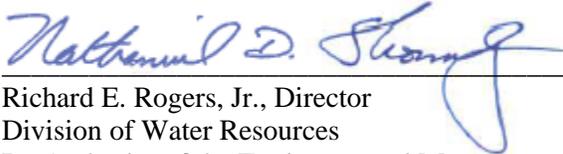
9. Unless the Division Director grants a variance, expansion of the facilities permitted herein shall not occur if any of the following apply:
 - a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under G.S. 143-215.6B, or under Federal law that would otherwise be prosecuted under G.S. 143-215.6B, and all appeals of this conviction have been abandoned or exhausted.
 - b. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has previously abandoned a wastewater treatment facility without properly closing the facility.
 - c. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid a civil penalty, and all appeals of this penalty have been abandoned or exhausted.
 - d. The Permittee or any parent, subsidiary, or other affiliate of the Permittee is currently not compliant with any compliance schedule in a permit, settlement agreement, or order.
 - e. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid an annual fee.

[15A NCAC 02T .0120(b), 02T .0120(d)]

10. This permit shall not be renewed if the Permittee or any affiliation has not paid the required annual fee.
[15A NCAC 02T .0120(c)]

Permit issued this the 19th day of December 2022

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION



8 Richard E. Rogers, Jr., Director
Division of Water Resources
By Authority of the Environmental Management Commission

Permit Number WQ0023693

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PPI 001 – Reclaimed Water Generation System Effluent

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L	10			15	3 x Week	Composite
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Composite
50060	Chlorine, Total Residual	mg/L					5 x Week	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL		14		25	3 x Week	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	6,000,000				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L	4			6	3 x Week	Composite
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					3 x Week	Composite
00620	Nitrogen, Nitrate Total (as N)	mg/L					3 x Week	Composite
00600	Nitrogen, Total (as N)	mg/L	7				3 x Week	Composite
00400	pH	su					5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L	3				3 x Week	Composite
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Composite
00530	Solids, Total Suspended	mg/L	5			10	3 x Week	Composite
00076	Turbidity, HCH Turbidimeter	NTU				10	Continuous	Recorder

1. 3 x Year sampling shall be conducted in March, July, and November.

PPI 002 – IP Tract Groundwater Lowering System Pump Station #1

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					Weekly	Grab
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year ¹	Grab
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					Weekly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				415,180	Continuous	Recorder
00620	Nitrogen, Nitrate Total (as N)	mg/L					Weekly	Grab
00600	Nitrogen, Total (as N)	mg/L					Weekly	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					Weekly	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Grab

1. 3 x Year sampling shall be conducted in March, July, and November.

PPI 003 – IP Tract Groundwater Lowering System Pump Station #2

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					Weekly	Grab
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year ¹	Grab
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					Weekly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				636,593	Continuous	Recorder
00620	Nitrogen, Nitrate Total (as N)	mg/L					Weekly	Grab
00600	Nitrogen, Total (as N)	mg/L					Weekly	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					Weekly	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Grab

1. 3 x Year sampling shall be conducted in March, July, and November.

PPI 004 – IP Tract Groundwater Lowering System Pump Station #3

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					Weekly	Grab
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year ¹	Grab
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					Weekly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				591,249	Continuous	Recorder
00620	Nitrogen, Nitrate Total (as N)	mg/L					Weekly	Grab
00600	Nitrogen, Total (as N)	mg/L					Weekly	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					Weekly	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Grab

1. 3 x Year sampling shall be conducted in March, July, and November.

PPI 005 – Mercer Mill Groundwater Lowering System Pump Station #1

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					Weekly	Grab
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year ¹	Grab
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					Weekly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				578,316	Continuous	Recorder
00620	Nitrogen, Nitrate Total (as N)	mg/L					Weekly	Grab
00600	Nitrogen, Total (as N)	mg/L					Weekly	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					Weekly	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Grab

1. 3 x Year sampling shall be conducted in March, July, and November.

PPI 006 – Mercer Mill Groundwater Lowering System Pump Station #2

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					Weekly	Grab
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year ¹	Grab
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					Weekly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				316,681	Continuous	Recorder
00620	Nitrogen, Nitrate Total (as N)	mg/L					Weekly	Grab
00600	Nitrogen, Total (as N)	mg/L					Weekly	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					Weekly	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Grab

1. 3 x Year sampling shall be conducted in March, July, and November.

PPI 007 – Clemmons Tract Groundwater Lowering Discharge

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS					MONITORING REQUIREMENTS	
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L					Weekly	Grab
00680	Carbon, Total Organic (TOC)	mg/L					3 x Year ¹	Grab
00940	Chloride (as Cl)	mg/L					3 x Year ¹	Grab
50060	Chlorine, Total Residual	mg/L					Weekly	Grab
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL					Weekly	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD				736,406	Continuous	Recorder
00620	Nitrogen, Nitrate Total (as N)	mg/L					Weekly	Grab
00600	Nitrogen, Total (as N)	mg/L					Weekly	Grab
00400	pH	su					Weekly	Grab
00665	Phosphorus, Total (as P)	mg/L					Weekly	Grab
70300	Solids, Total Dissolved – 180 °C	mg/L					3 x Year ¹	Grab

1. 3 x Year sampling shall be conducted in March, July, and November.

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Brunswick County – West Brunswick Regional WRF

DEDICATED LAND APPLICATION SITES

Reserve Club Golf Course (Dedicated Reclaimed Water Utilization)

UTILIZATION AREA INFORMATION							APPLICATION LIMITATIONS			
Zone	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
RC/A	Troon St. James, LLC ¹	Brunswick	33.948304°	-78.101714°	44.25	Kureb	01284 – Non-Discharge Application Rate	0.2	83.2	inches
RC/B	Troon St. James, LLC ¹	Brunswick	33.952848°	-78.101714°	25.75	Leon	01284 – Non-Discharge Application Rate	0.1	41.6	inches
Totals					70.00					

1. Per a conveyed agreement (attached) between The Clubs at St. James Plantation, LLC and Brunswick County, Brunswick County may provide reclaimed water to be irrigated on specified areas.

Members Club Golf Course (Dedicated Reclaimed Water Utilization)

UTILIZATION AREA INFORMATION							APPLICATION LIMITATIONS			
Zone	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
MC/A	Troon St. James, LLC ¹	Brunswick	33.940858°	-78.121911°	66.21	Leon	01284 – Non-Discharge Application Rate	0.2	36.4	inches
MC/B	Troon St. James, LLC ¹	Brunswick	33.941273°	-78.115914°	36.22	Kureb	01284 – Non-Discharge Application Rate	0.3	156	inches
Totals					102.43					

1. Per a conveyed agreement (attached) between The Clubs at St. James Plantation, LLC and Brunswick County, Brunswick County may provide reclaimed water to be irrigated on specified areas.

Carolina National Golf Course (Dedicated Reclaimed Water Utilization)

UTILIZATION AREA INFORMATION							APPLICATION LIMITATIONS			
Zone	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
WR/A	CNGC LLC	Brunswick	33.982170°	-78.244610°	107.90	Blanton	01284 – Non-Discharge Application Rate	0.2	83.2	inches
WR/B	CNGC LLC	Brunswick	33.972385°	-78.240653°	41.63	Leon	01284 – Non-Discharge Application Rate	0.2	41.6	inches
Totals					149.53					

1. Per a conveyed agreement (attached) between Bluegreen Carolina Lands, LLC and Brunswick County, Brunswick County may provide reclaimed water to be irrigated on specified areas.

West Brunswick Drip Irrigation Facility (Dedicated Reclaimed Water Utilization)

UTILIZATION AREA INFORMATION							APPLICATION LIMITATIONS			
Zone	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
WB/A	Brunswick County	Brunswick	34.056228°	-78.247945°	126.18	Blanton	01284 – Non-Discharge Application Rate	--	73.9	inches
WB/B	Brunswick County	Brunswick	34.052593°	-78.255705°	68.34	Blanton	01284 – Non-Discharge Application Rate	--	62.6	inches
WB/C	Brunswick County	Brunswick	34.064951°	-78.257549°	77.55	Leon	01284 – Non-Discharge Application Rate	--	31.3	inches
WB/D	Brunswick County	Brunswick	34.073718°	-78.248024°	106.18	Blanton	01284 – Non-Discharge Application Rate	--	31.3	inches
WB/E	Brunswick County	Brunswick	34.062474°	-78.248889°	118.11	Rains	01284 – Non-Discharge Application Rate	--	20.9	inches
Totals					496.36					

IP Tract (Dedicated Reclaimed Water Utilization)

UTILIZATION AREA INFORMATION							APPLICATION LIMITATIONS			
Zone	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
IP	Brunswick County	Brunswick	34.024080°	-78.229609°	50.88	Baymeade	01284 – Non-Discharge Application Rate	0.2	91	inches
Totals					50.88					

Mercer Mill (Dedicated Reclaimed Water Utilization)

UTILIZATION AREA INFORMATION							APPLICATION LIMITATIONS			
Zone	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Hourly Rate	Yearly Max	Units
MM	Town of Oak Island	Brunswick	33.965765°	-78.176523°	37.88	Baymeade	01284 – Non-Discharge Application Rate	0.2	91	inches
Totals					37.88					

1. Per the agreement (attached) between the Town of Oak Island and Brunswick County, Brunswick County may store, infiltrate, and utilize reclaimed water on the Mercer Mill property (Parcel No. 10619959).

HIGH-RATE INFILTRATION SITES

IP Tract (High-Rate Infiltration)

INFILTRATION AREA INFORMATION							APPLICATION LIMITATIONS		
Basin	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Rate	Units
IP/1	Brunswick County	Brunswick	34.026110°	-78.222295°	1.94	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/2	Brunswick County	Brunswick	34.026086°	-78.224261°	1.09	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/3	Brunswick County	Brunswick	34.024961°	-78.224258°	1.35	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/4	Brunswick County	Brunswick	34.024402°	-78.223844°	1.85	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/5	Brunswick County	Brunswick	34.023271°	-78.222726°	1.66	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/6	Brunswick County	Brunswick	34.022771°	-78.224113°	0.98	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/7	Brunswick County	Brunswick	34.020875°	-78.224015°	1.54	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/8	Brunswick County	Brunswick	34.018872°	-78.223351°	1.84	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
IP/9	Brunswick County	Brunswick	34.017695°	-78.224285°	1.63	Goldsboro	01284 – Non-Discharge Application Rate	1.4	GPD/ft ²
Totals					13.88				

Mercer Mill (High-Rate Infiltration)

INFILTRATION AREA INFORMATION							APPLICATION LIMITATIONS		
Basin	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Rate	Units
MM/1	Town of Oak Island	Brunswick	33.963669°	-78.174790°	7.39	Goldsboro	01284 – Non-Discharge Application Rate	4	GPD/ft ²
MM/2	Town of Oak Island	Brunswick	33.963731°	-78.179288°	5.16	Goldsboro	01284 – Non-Discharge Application Rate	2.5	GPD/ft ²
Totals					12.55				

- Per the agreement (attached) between the Town of Oak Island and Brunswick County, Brunswick County may store, infiltrate, and utilize reclaimed water on the Mercer Mill property (Parcel No. 10619959).

Clemmons Tract (High-Rate Infiltration)

INFILTRATION AREA INFORMATION							APPLICATION LIMITATIONS		
Basin	Owner	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Rate	Units
CT/A	Brunswick County	Brunswick	34.058658°	-78.249716°	1.25	Baymeade	01284 – Non-Discharge Application Rate	6.2	GPD/ft ²
CT/B	Brunswick County	Brunswick	34.059379°	-78.250015°	0.82	Baymeade	01284 – Non-Discharge Application Rate	6.2	GPD/ft ²
Totals					2.07				

Monitoring Wells: MW-7

GROUNDWATER CHARACTERISTICS		GROUNDWATER STANDARDS		MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Daily Maximum		Frequency Measurement	Sample Type	Footnotes
00680	Carbon, Tot Organic (TOC)		mg/L	3 x Year	Grab	1, 6
00940	Chloride (as Cl)	250	mg/L	3 x Year	Grab	1
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C		#/100 mL	3 x Year	Grab	1
00610	Nitrogen, Ammonia Total (as N)	1.5	mg/L	3 x Year	Grab	1
00620	Nitrogen, Nitrate Total (as N)	10	mg/L	3 x Year	Grab	1
00400	pH	6.5-8.5	su	3 x Year	Grab	1, 2
00665	Phosphorus, Total (as P)		mg/L	3 x Year	Grab	1
70300	Solids, Total Dissolved - 180 °C	500	mg/L	3 x Year	Grab	1
GWVOC	Volatile Compounds (GW)		Present: Yes/No	Annually	Grab	1, 4, 5
82546	Water Level, Distance from measuring point		feet	3 x Year	Calculated	1, 2, 3

- 3 x Year monitoring shall be conducted in March, July, and November; Annual monitoring shall be conducted in November.
- The measurement of water levels shall be made prior to purging the wells. The depth to water in each well shall be measured from the surveyed point on the top of the casing. The measurement of pH shall be made after purging and prior to sampling for the remaining parameters.
- The measuring points (top of well casing) of all monitoring wells shall be surveyed to provide the relative elevation of the measuring point for each monitoring well. The measuring points (top of casing) of all monitoring wells shall be surveyed relative to a common datum.
- Volatile Organic Compounds (VOC) - In November only, analyze by one of the following methods:
 - Standard Method 6230D, PQL at 0.5 µg/L or less
 - Standard Method 6210D, PQL at 0.5 µg/L or less
 - EPA Method 8021, Low Concentration, PQL at 0.5 µg/L or less
 - EPA Method 8260, Low Concentration, PQL at 0.5 µg/L or less
 - Another method with prior approval by the Water Quality Permitting Section Chief

Any method used shall meet the following qualifications:

 - A laboratory shall be DWR certified to run any method used.
 - The method used shall include all the constituents listed in Table VIII of Standard Method 6230D.
 - The method used shall provide a PQL of 0.5 µg/L or less that shall be supported by laboratory proficiency studies as required by the DWR Laboratory Certification Unit. Any constituents detected above the MDL but below the PQL of 0.5 µg/L shall be qualified (estimated) and reported.
- If any volatile organic compounds (VOC) are detected as a result of monitoring as provided in Attachment C, then the Wilmington Regional Office supervisor, telephone number (910) 796-7215, shall be contacted immediately for further instructions regarding any additional follow-up analyses required.
- If TOC concentrations greater than 10 mg/L are detected in any downgradient monitoring well, additional sampling and analysis shall be conducted to identify the individual constituents comprising this TOC concentration. If the TOC concentration as measured in the background monitor well exceeds 10 mg/L, this concentration will be taken to represent the naturally occurring TOC concentration. Any exceedances of this naturally occurring TOC concentration in the downgradient wells shall be subject to the additional sampling and analysis as described above.
- Monitoring wells shall be reported consistent with the nomenclature and location information provided in Figure 9 and this attachment.

Figure 1: West Brunswick Regional WRF

WQ0023693
Vicinity Map



Legend

-  Reclaimed Water Generation Site
-  Reclaimed Water Utilization Site

☆ WEST BRUNSWICK IRRIGATION FACILITY
☆ CLEMMONS TRACT

 WBR WRF

☆ IP TRACT

☆ CAROLINA NATIONAL

☆ MERCER MILL

☆ THE RESERVE CLUB

☆ MEMBER'S CLUB

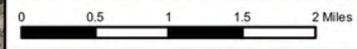


Figure 2: West Brunswick Regional WRF

WQ0023693
Treatment Facility



★ WBR WRF

 30 MG Lined Upset Pond



Date: 9/23/2022

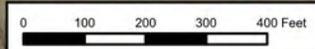
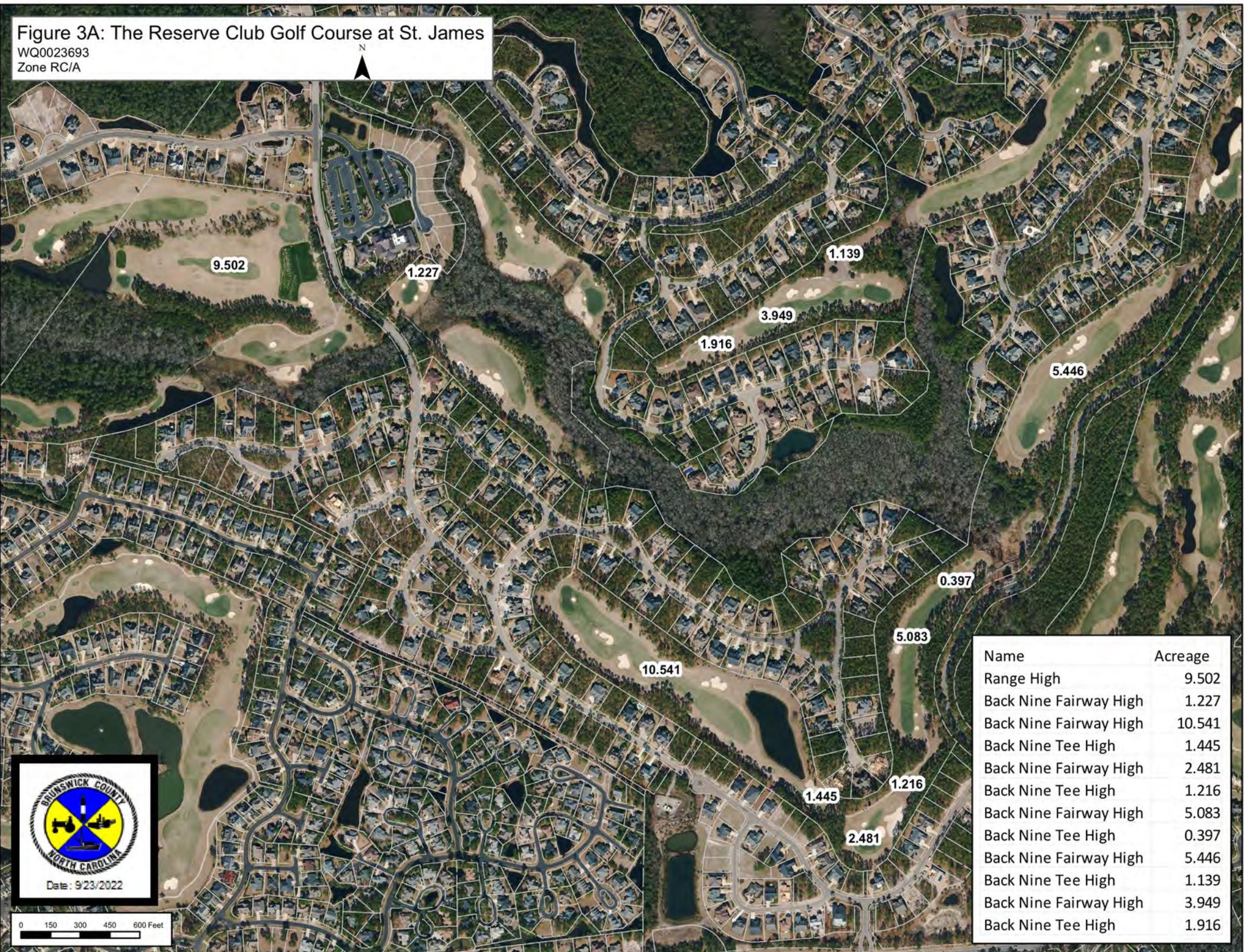


Figure 3A: The Reserve Club Golf Course at St. James

WQ0023693

Zone RC/A

N



Name	Acreage
Range High	9.502
Back Nine Fairway High	1.227
Back Nine Fairway High	10.541
Back Nine Tee High	1.445
Back Nine Fairway High	2.481
Back Nine Tee High	1.216
Back Nine Fairway High	5.083
Back Nine Tee High	0.397
Back Nine Fairway High	5.446
Back Nine Tee High	1.139
Back Nine Fairway High	3.949
Back Nine Tee High	1.916

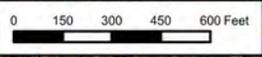
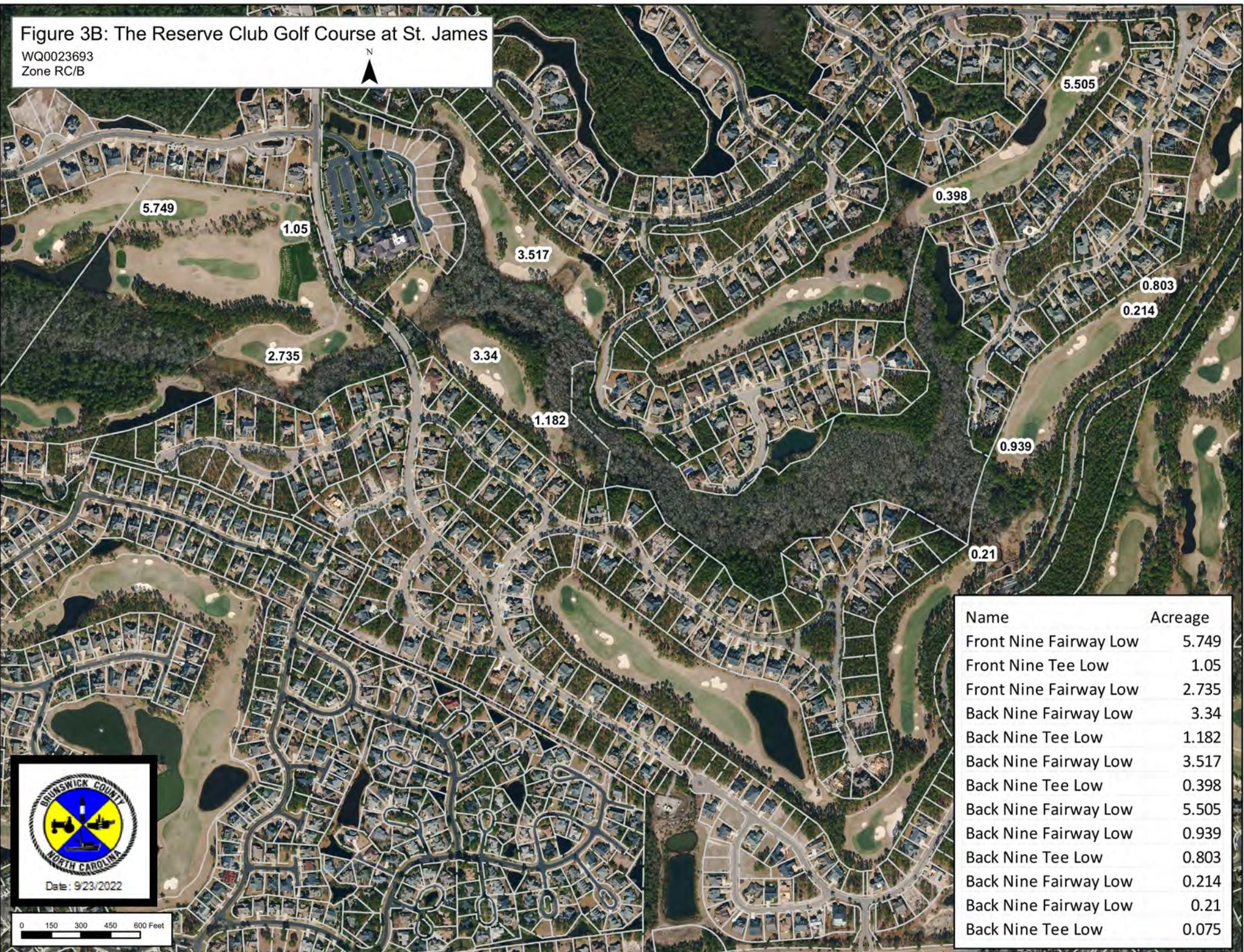


Figure 3B: The Reserve Club Golf Course at St. James

WQ0023693
Zone RC/B



Name	Acreage
Front Nine Fairway Low	5.749
Front Nine Tee Low	1.05
Front Nine Fairway Low	2.735
Back Nine Fairway Low	3.34
Back Nine Tee Low	1.182
Back Nine Fairway Low	3.517
Back Nine Tee Low	0.398
Back Nine Fairway Low	5.505
Back Nine Fairway Low	0.939
Back Nine Tee Low	0.803
Back Nine Fairway Low	0.214
Back Nine Fairway Low	0.21
Back Nine Tee Low	0.075

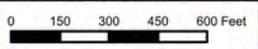
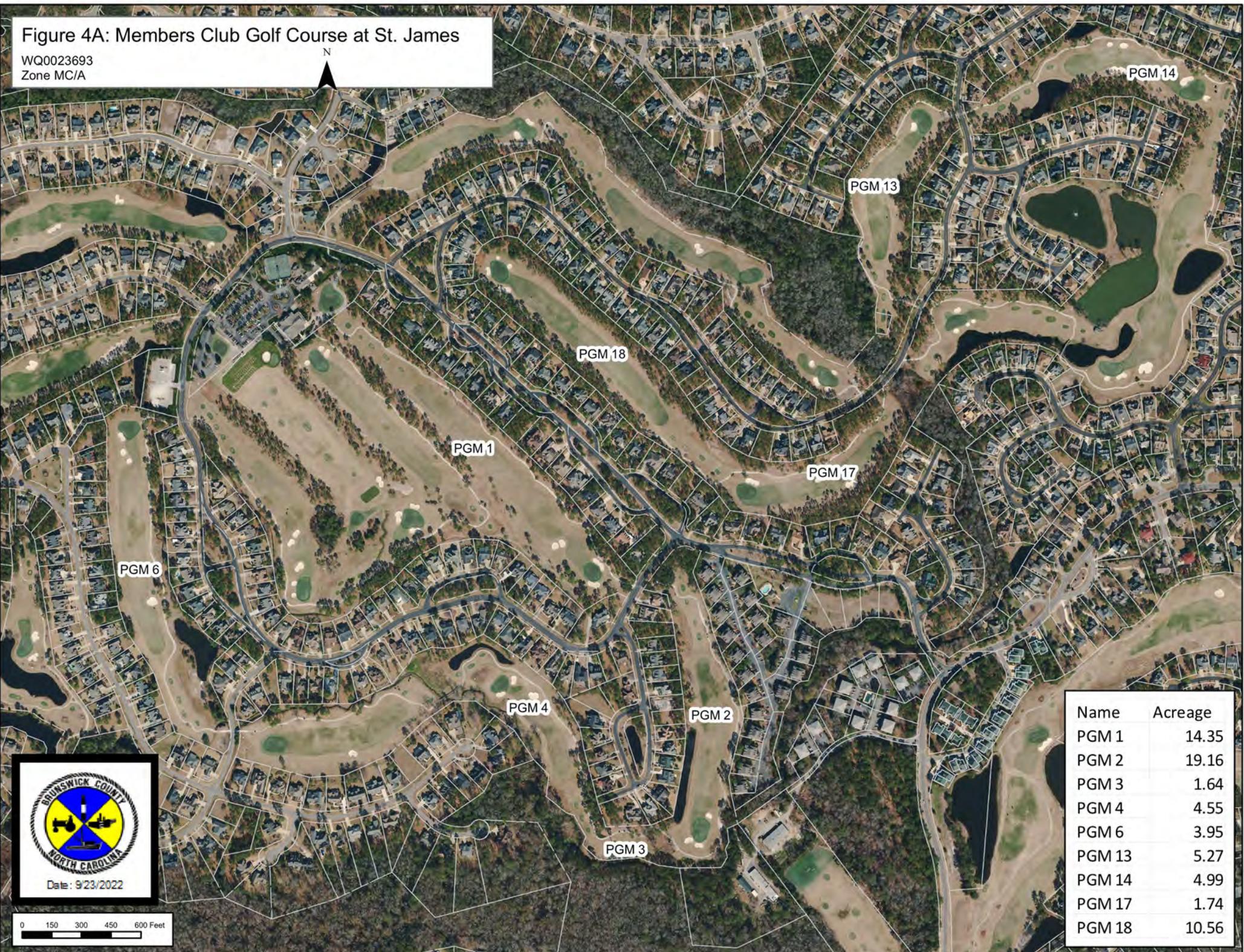


Figure 4A: Members Club Golf Course at St. James

WQ0023693
Zone MC/A

N



Name	Acreage
PGM 1	14.35
PGM 2	19.16
PGM 3	1.64
PGM 4	4.55
PGM 6	3.95
PGM 13	5.27
PGM 14	4.99
PGM 17	1.74
PGM 18	10.56



0 150 300 450 600 Feet

Figure 4B: Members Club Golf Course at St. James

WQ0023693
Zone MC/B

N



Name	Acreage
PGM 5	0.45
PGM 7	0.35
PGM 8	0.2
PGM 9	9.63
PGM 10	12.24
PGM 11	2.37
PGM 12	1.4
PGM 15	6.69
PGM 16	2.85



Figure 5A: Carolina National Golf Course at Winding River

WQ0023693
Zone WR/A

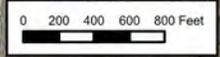
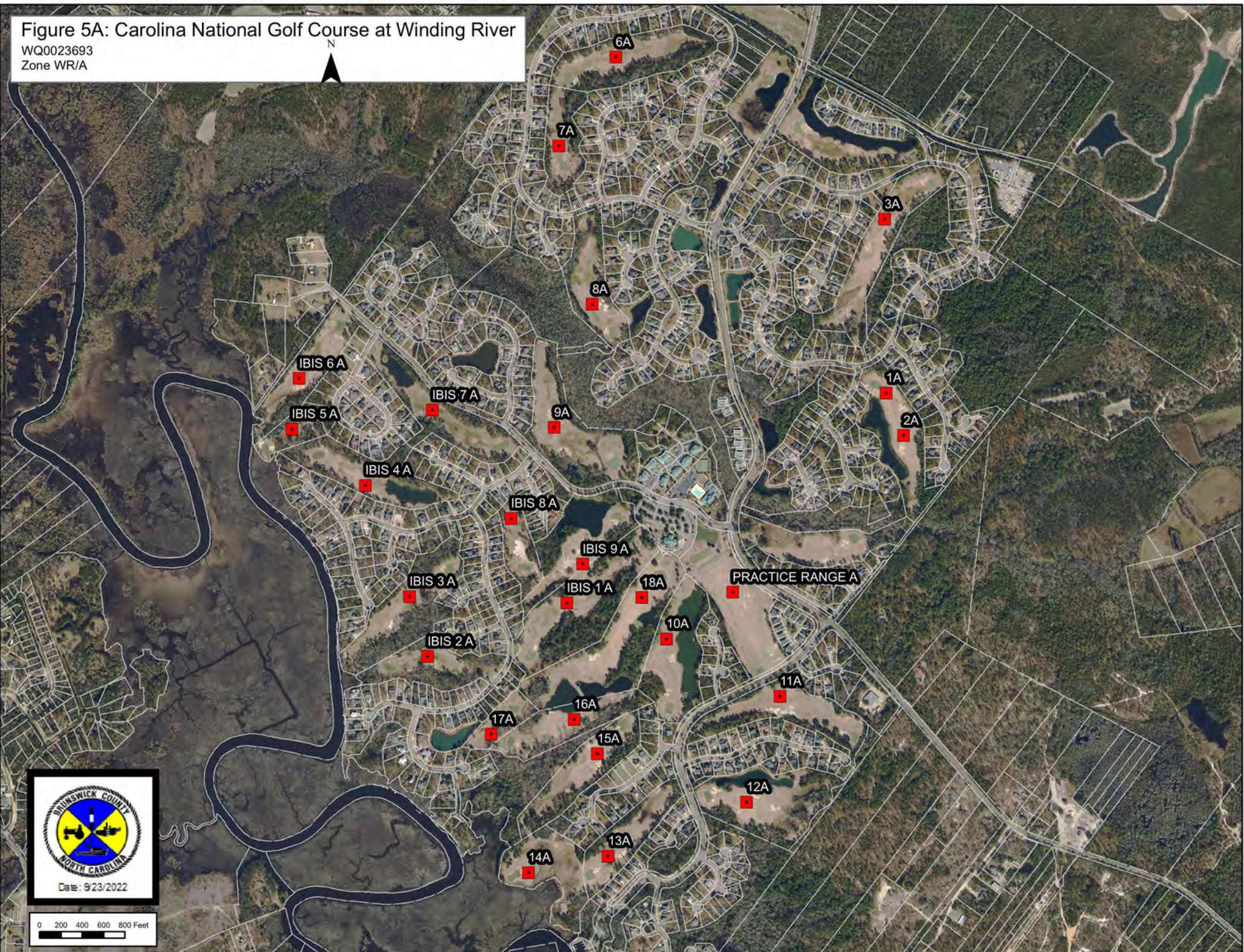


Figure 5B: Carolina National Golf Course at Winding River

WQ0023693
Zone WR/B

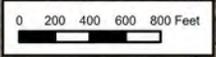
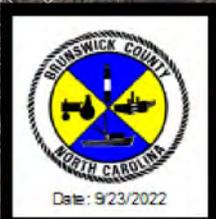
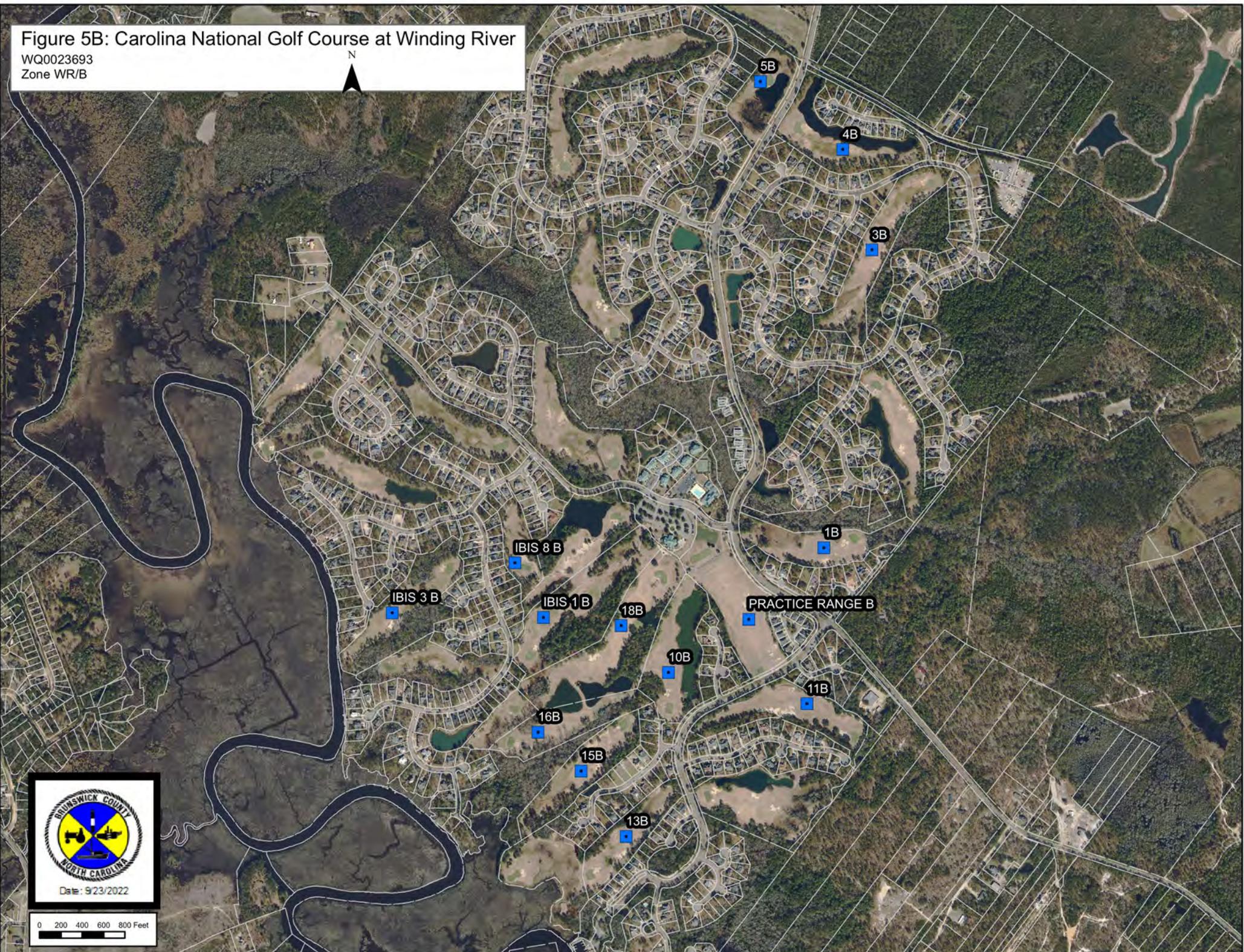
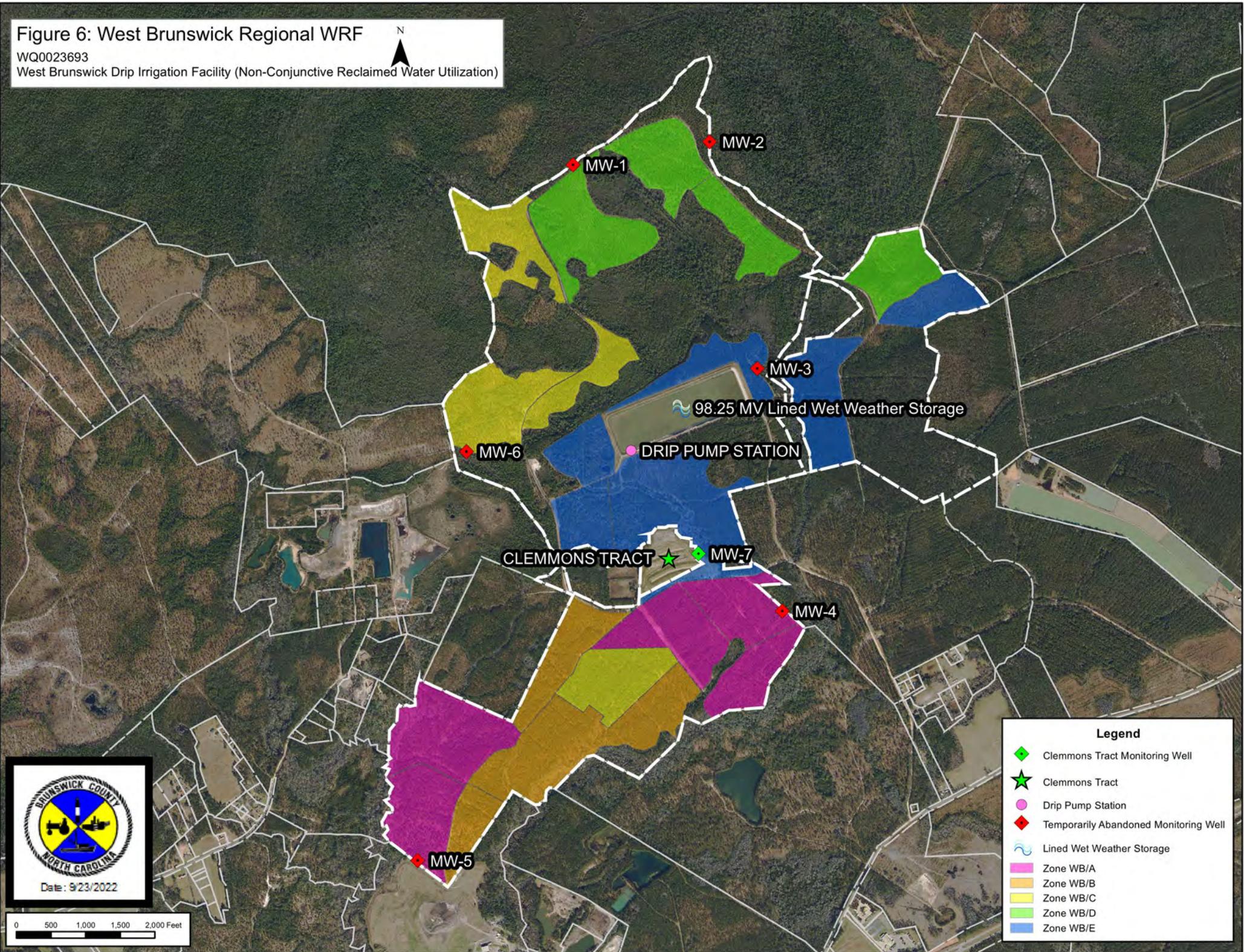


Figure 6: West Brunswick Regional WRF

WQ0023693

West Brunswick Drip Irrigation Facility (Non-Conjunctive Reclaimed Water Utilization)

N



CLEMMONS TRACT

98.25 MV Lined Wet Weather Storage

DRIP PUMP STATION

MW-1

MW-2

MW-3

MW-6

MW-7

MW-4

MW-5

Legend

-  Clemmons Tract Monitoring Well
-  Clemmons Tract
-  Drip Pump Station
-  Temporarily Abandoned Monitoring Well
-  Lined Wet Weather Storage
-  Zone WB/A
-  Zone WB/B
-  Zone WB/C
-  Zone WB/D
-  Zone WB/E

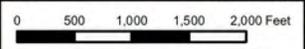
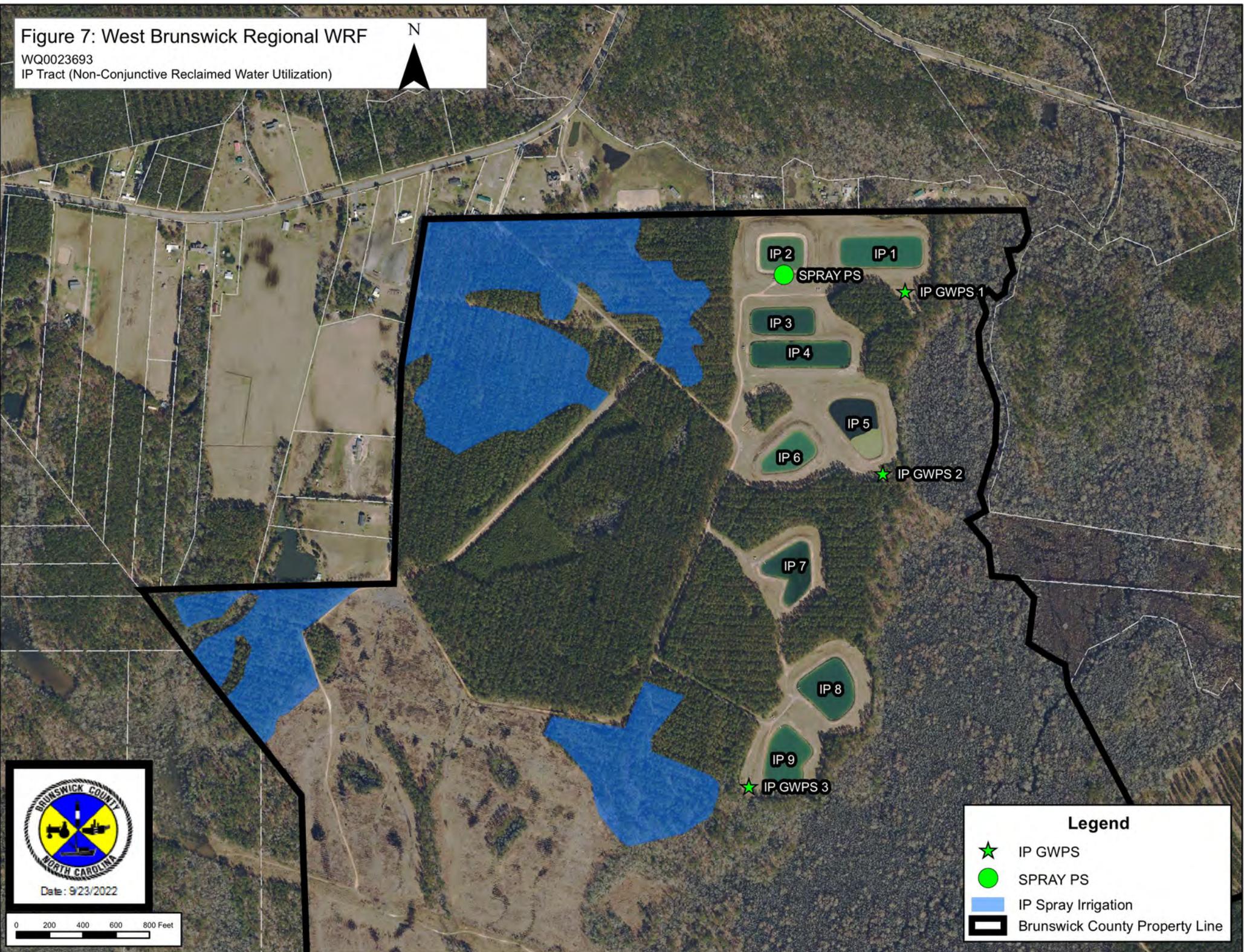


Figure 7: West Brunswick Regional WRF

WQ0023693

IP Tract (Non-Conjunctive Reclaimed Water Utilization)

N



Legend

- ★ IP GWPS
- SPRAY PS
- IP Spray Irrigation
- ▭ Brunswick County Property Line

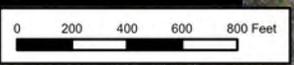
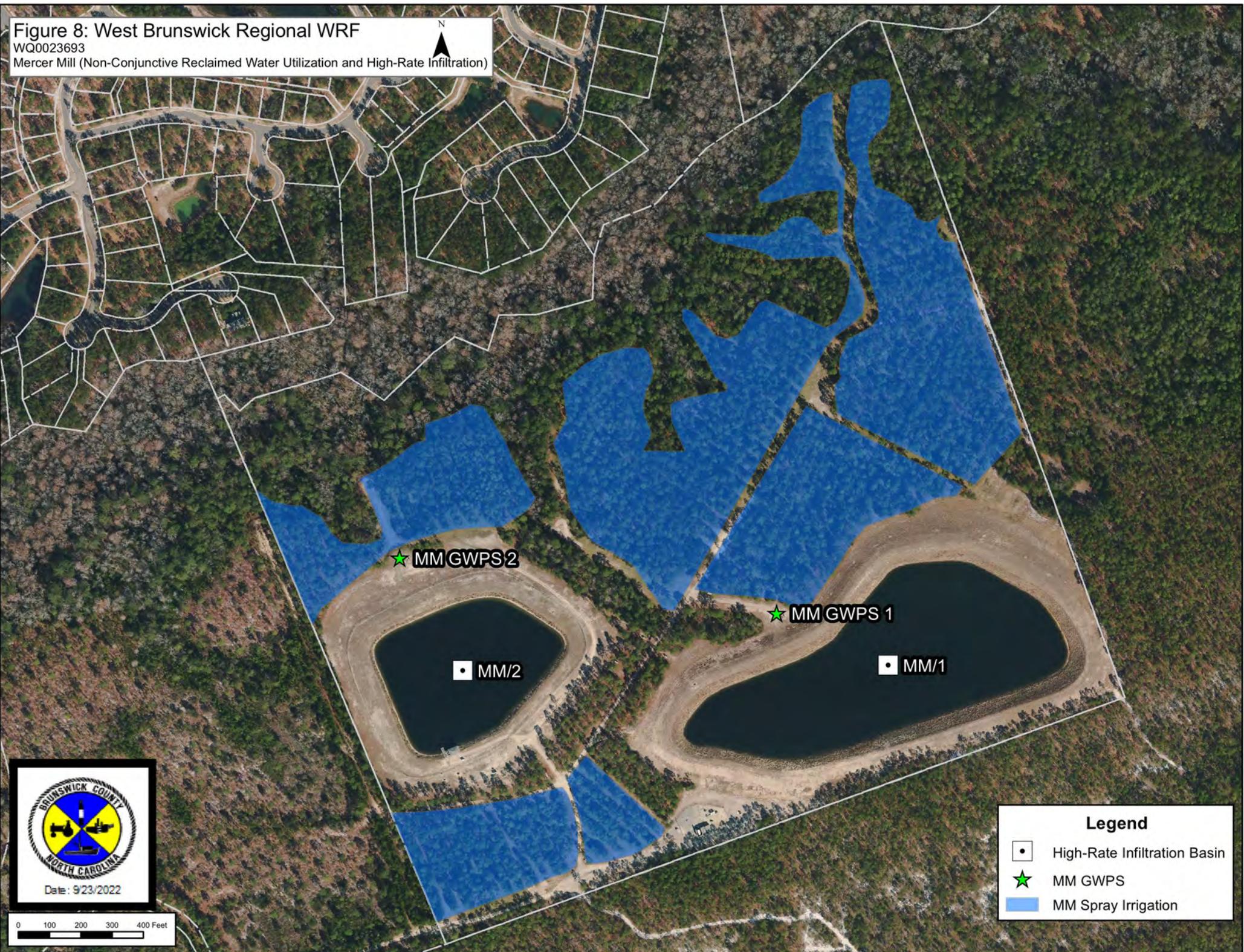


Figure 8: West Brunswick Regional WRF
WQ0023693
Mercer Mill (Non-Conjunctive Reclaimed Water Utilization and High-Rate Infiltration)

N



★ MM GWPS 2

★ MM GWPS 1

□ MM/2

□ MM/1



Legend

- High-Rate Infiltration Basin
- ★ MM GWPS
- MM Spray Irrigation

Figure 9: West Brunswick Regional WRF

WQ0023693
Clemmons Tract (High-Rate Infiltration)



Zone E

CT/B



MW-7



Monitoring Well-7
34.05929°N 78.24855°W
Well Depth 27'
5' Static water level
2.8' above surface

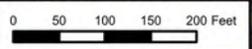
CTA



CTGW



Zone A



Legend

-  CT GW
-  High-Rate Infiltration Basin
-  MW-7

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C-1568



RECLAIMED WATER HIGH-RATE INFILTRATION
CLEMMONS TRACT - WEST BRUNSWICK DRIP FACILITY
INFILTRATION PONDS PLAN
SUPPLY, BRUNSWICK COUNTY, NORTH CAROLINA

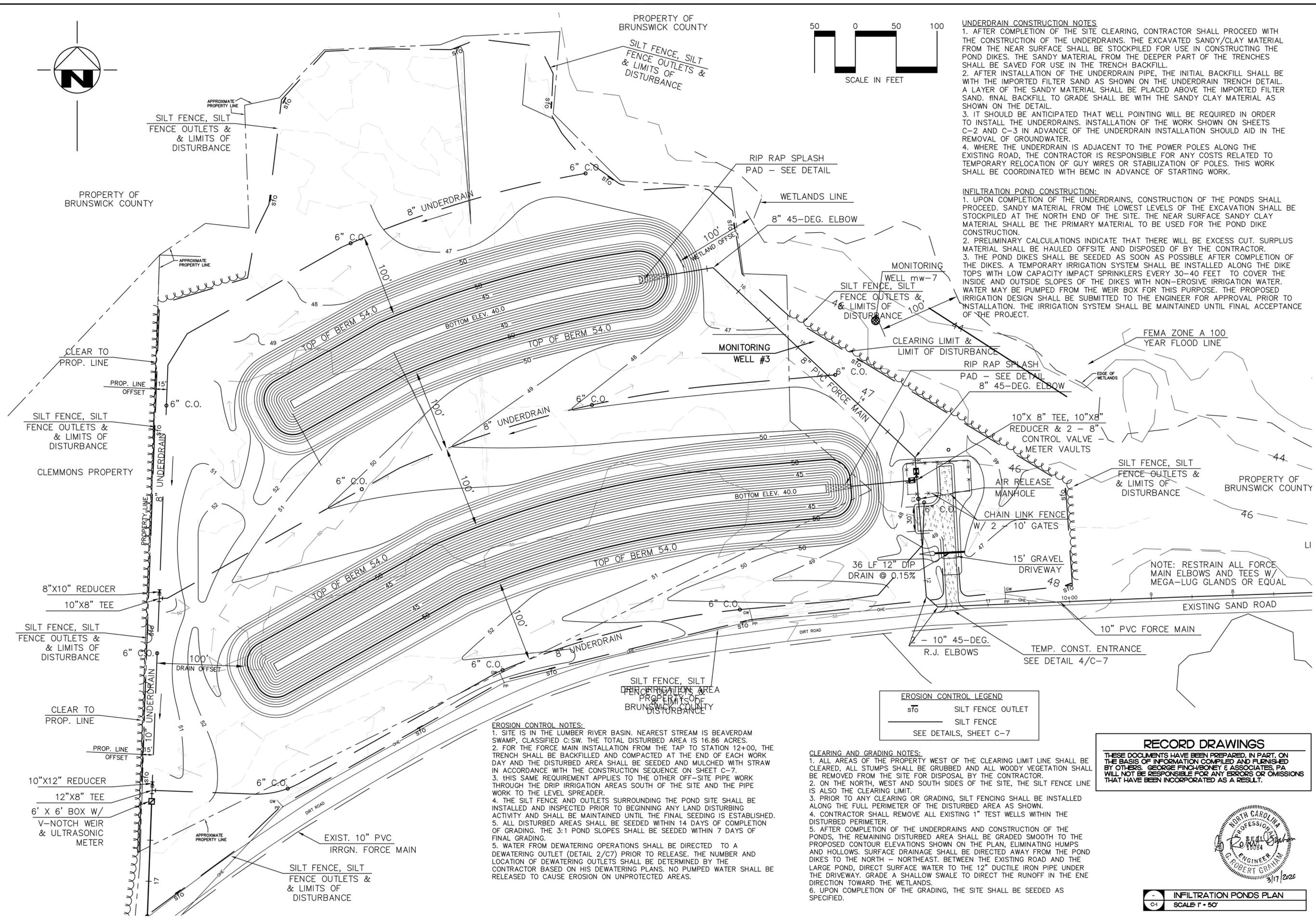
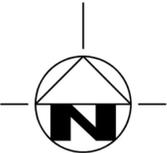
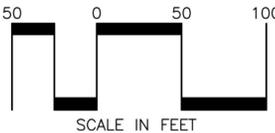
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CHECKED BY GRG
PROJ. NO. 1601602
DATE NOV. 2018
SHEET C-1 OF

UNDERDRAIN CONSTRUCTION NOTES

1. AFTER COMPLETION OF THE SITE CLEARING, CONTRACTOR SHALL PROCEED WITH THE CONSTRUCTION OF THE UNDERDRAINS. THE EXCAVATED SANDY/CLAY MATERIAL FROM THE NEAR SURFACE SHALL BE STOCKPILED FOR USE IN CONSTRUCTING THE POND DIKES. THE SANDY MATERIAL FROM THE DEEPER PART OF THE TRENCHES SHALL BE SAVED FOR USE IN THE TRENCH BACKFILL.
2. AFTER INSTALLATION OF THE UNDERDRAIN PIPE, THE INITIAL BACKFILL SHALL BE WITH THE IMPORTED FILTER SAND AS SHOWN ON THE UNDERDRAIN TRENCH DETAIL. A LAYER OF THE SANDY MATERIAL SHALL BE PLACED ABOVE THE IMPORTED FILTER SAND. FINAL BACKFILL TO GRADE SHALL BE WITH THE SANDY CLAY MATERIAL AS SHOWN ON THE DETAIL.
3. IT SHOULD BE ANTICIPATED THAT WELL POINTING WILL BE REQUIRED IN ORDER TO INSTALL THE UNDERDRAINS. INSTALLATION OF THE WORK SHOWN ON SHEETS C-2 AND C-3 IN ADVANCE OF THE UNDERDRAIN INSTALLATION SHOULD AID IN THE REMOVAL OF GROUNDWATER.
4. WHERE THE UNDERDRAIN IS ADJACENT TO THE POWER POLES ALONG THE EXISTING ROAD, THE CONTRACTOR IS RESPONSIBLE FOR ANY COSTS RELATED TO TEMPORARY RELOCATION OF GUY WIRES OR STABILIZATION OF POLES. THIS WORK SHALL BE COORDINATED WITH BEMC IN ADVANCE OF STARTING WORK.

INFILTRATION POND CONSTRUCTION:

1. UPON COMPLETION OF THE UNDERDRAINS, CONSTRUCTION OF THE PONDS SHALL PROCEED. SANDY MATERIAL FROM THE LOWEST LEVELS OF THE EXCAVATION SHALL BE STOCKPILED AT THE NORTH END OF THE SITE. THE NEAR SURFACE SANDY CLAY MATERIAL SHALL BE THE PRIMARY MATERIAL TO BE USED FOR THE POND DIKE CONSTRUCTION.
2. PRELIMINARY CALCULATIONS INDICATE THAT THERE WILL BE EXCESS CUT. SURPLUS MATERIAL SHALL BE HAULED OFFSITE AND DISPOSED OF BY THE CONTRACTOR.
3. THE POND DIKES SHALL BE SEEDED AS SOON AS POSSIBLE AFTER COMPLETION OF THE DIKES. A TEMPORARY IRRIGATION SYSTEM SHALL BE INSTALLED ALONG THE DIKE TOPS WITH LOW CAPACITY IMPACT SPRINKLERS EVERY 30-40 FEET TO COVER THE INSIDE AND OUTSIDE SLOPES OF THE DIKES WITH NON-EROSIVE IRRIGATION WATER. WATER MAY BE PUMPED FROM THE WEIR BOX FOR THIS PURPOSE. THE PROPOSED IRRIGATION DESIGN SHALL BE SUBMITTED TO THE ENGINEER FOR APPROVAL PRIOR TO INSTALLATION. THE IRRIGATION SYSTEM SHALL BE MAINTAINED UNTIL FINAL ACCEPTANCE OF THE PROJECT.



EROSION CONTROL LEGEND

s76	SILT FENCE OUTLET
---	SILT FENCE
SEE DETAILS, SHEET C-7	

- EROSION CONTROL NOTES:**
1. SITE IS IN THE LUMBER RIVER BASIN. NEAREST STREAM IS BEAVERDAM SWAMP, CLASSIFIED C:SW. THE TOTAL DISTURBED AREA IS 16.86 ACRES.
 2. FOR THE FORCE MAIN INSTALLATION FROM THE TAP TO STATION 12+00, THE TRENCH SHALL BE BACKFILLED AND COMPACTED AT THE END OF EACH WORK DAY AND THE DISTURBED AREA SHALL BE SEEDED AND MULCHED WITH STRAW IN ACCORDANCE WITH THE CONSTRUCTION SEQUENCE ON SHEET C-7.
 3. THIS SAME REQUIREMENT APPLIES TO THE OTHER OFF-SITE PIPE WORK THROUGH THE DRIP IRRIGATION AREAS SOUTH OF THE SITE AND THE PIPE WORK TO THE LEVEL SPREADER.
 4. THE SILT FENCE AND OUTLETS SURROUNDING THE POND SITE SHALL BE INSTALLED AND INSPECTED PRIOR TO BEGINNING ANY LAND DISTURBING ACTIVITY AND SHALL BE MAINTAINED UNTIL THE FINAL SEEDING IS ESTABLISHED.
 5. ALL DISTURBED AREAS SHALL BE SEEDED WITHIN 14 DAYS OF COMPLETION OF GRADING. THE 3:1 POND SLOPES SHALL BE SEEDED WITHIN 7 DAYS OF FINAL GRADING.
 5. WATER FROM DEWATERING OPERATIONS SHALL BE DIRECTED TO A DEWATERING OUTLET (DETAIL 2/C7) PRIOR TO RELEASE. THE NUMBER AND LOCATION OF DEWATERING OUTLETS SHALL BE DETERMINED BY THE CONTRACTOR BASED ON HIS DEWATERING PLANS. NO PUMPED WATER SHALL BE RELEASED TO CAUSE EROSION ON UNPROTECTED AREAS.

- CLEARING AND GRADING NOTES:**
1. ALL AREAS OF THE PROPERTY WEST OF THE CLEARING LIMIT LINE SHALL BE CLEARED, ALL STUMPS SHALL BE GRUBBED AND ALL WOODY VEGETATION SHALL BE REMOVED FROM THE SITE FOR DISPOSAL BY THE CONTRACTOR.
 2. ON THE NORTH, WEST AND SOUTH SIDES OF THE SITE, THE SILT FENCE LINE IS ALSO THE CLEARING LIMIT.
 3. PRIOR TO ANY CLEARING OR GRADING, SILT FENCING SHALL BE INSTALLED ALONG THE FULL PERIMETER OF THE DISTURBED AREA AS SHOWN.
 4. CONTRACTOR SHALL REMOVE ALL EXISTING 1" TEST WELLS WITHIN THE DISTURBED PERIMETER.
 5. AFTER COMPLETION OF THE UNDERDRAINS AND CONSTRUCTION OF THE PONDS, THE REMAINING DISTURBED AREA SHALL BE GRADED SMOOTH TO THE PROPOSED CONTOUR ELEVATIONS SHOWN ON THE PLAN, ELIMINATING HUMPS AND HOLLOW. SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM THE POND DIKES TO THE NORTH - NORTHEAST. BETWEEN THE EXISTING ROAD AND THE LARGE POND, DIRECT SURFACE WATER TO THE 12" DUCTILE IRON PIPE UNDER THE DRIVEWAY. GRADE A SHALLOW SWALE TO DIRECT THE RUNOFF IN THE ENR DIRECTION TOWARD THE WETLANDS.
 6. UPON COMPLETION OF THE GRADING, THE SITE SHALL BE SEEDED AS SPECIFIED.

RECORD DRAWINGS

THESE DOCUMENTS HAVE BEEN PREPARED, IN PART, ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY OTHERS. GEORGE FINCH/BONEY & ASSOCIATES, PA WILL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS THAT HAVE BEEN INCORPORATED AS A RESULT.



INFILTRATION PONDS PLAN
SCALE 1" = 50'

NORTH CAROLINA

BRUNSWICK COUNTY

REUSE WATER AGREEMENT

THIS AMENDED REUSE WATER AGREEMENT (the "Agreement") is made effective as of January 5, 2004, by and between Bluegreen Carolina Lands, LLC, a Delaware limited liability company ("Bluegreen Carolina Lands"), Bluegreen Golf Clubs, Inc., a Delaware Corporation ("Bluegreen Golf Clubs"), and Brunswick County, a county of the State of North Carolina (the "County").

WITNESSETH:

WHEREAS, Bluegreen Golf Clubs owns a twenty seven-hole golf course known as Carolina National Golf Club in the development known as Winding River Plantation in Bolivia, Brunswick County, North Carolina;

WHEREAS, pursuant to that Sewer Service Agreement dated September 27, 2002, among the County, Bluegreen Carolina Lands, Bluegreen Golf Clubs and the Winding River Community Association ("Sewer Service Agreement"), the County has acquired and now operates a wastewater treatment facility with a design capacity of 100,000 gallons per day ("GPD") serving Winding River Plantation;

WHEREAS, pursuant to the Sewer Service Agreement the County has agreed to expand the Winding River Facility if needed, but the County intends to construct a facility to be known as the West Brunswick Regional Wastewater Treatment Facility (the "Regional Facility") and to transfer all wastewater inflow from the Winding River Facility to the Regional Facility, such transfer to be made, if possible, before the existing Winding River Facility reaches an operating capacity at which construction of an expansion would be necessary;

WHEREAS, pursuant to the Sewer Service Agreement, the County agreed to supply treated effluent reuse water from the Winding River Facility or the Regional Facility to irrigate the Golf Courses, and the Golf Course Owners agreed to accept such reuse water up to an agreed quantity; and pursuant to that Reuse Water Agreement dated September 27, 2002 by and between the Bluegreen Carolina Lands, Bluegreen Golf Clubs and the County, the parties agreed on certain additional matters regarding the provision and acceptance of reuse water and the operation and maintenance of irrigation facilities; and

~~WHEREAS, in connection with the County's permit applications, DWQ is requiring that the 2002 Reuse Water Agreement be amended to include certain provisions regarding operation of the irrigation facilities, sampling of effluent, record keeping, enforcement and civil penalties, and the parties hereto have agreed to amend and restate the 2002 Reuse Water Agreement accordingly and to make certain other clarifications as hereinafter set forth.~~

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Prior Agreements. The 2002 Reuse Water Agreement is hereby amended, restated, superseded and replaced in its entirety by this Agreement. The Sewer Service Agreement shall remain in effect.

2. Provision and Acceptance of Reuse Water. Until completion of the irrigation system on the Carolina National Course, the County shall pump all reuse water from the Winding River Facility to the existing irrigation ponds on the Carolina National Course. The Bluegreen Golf Clubs shall accept such reuse water for irrigation of the Carolina National Golf Club Course, or portions thereof. Upon connection to the Winding River Facility or the Regional Facility, the County shall supply reuse water to Bluegreen Golf Clubs, and Bluegreen Golf Clubs shall accept such reuse water for irrigation of the Golf Courses. Bluegreen Golf Clubs agree to accept an average of up to 500,000 GPD of reuse water for irrigation of the Golf Courses, with the allocation of such amount between the courses to be determined by Bluegreen Golf Clubs in accordance with required permits. Bluegreen Golf Clubs shall cooperate with the County to determine the feasibility of accepting more than 500,000 GPD for irrigation of the golf courses. Bluegreen Golf Clubs and the County shall cooperate to modify or obtain required permits for irrigation of the golf courses in accordance with this Agreement.

3. Storage/Transfer Pond and Reuse Water Lines. Pursuant to section 3 of the First Amendment to the Agreement for Conveyance of the Sewer System, Bluegreen Carolina Lands shall provide, without cost to the County, an easement for use of the wet weather storage/transfer pond to receive reuse water from the Regional Facility, and necessary easements for a reuse water line from said pond to the golf course and to the existing reuse water line at the Winding River Facility (the existing line currently transports reuse water from the Winding River Facility to an irrigation pond on the Carolina National Golf Club Course).

4. Operation and Maintenance of Irrigation Facilities. The Bluegreen Golf Clubs shall own, operate and maintain the existing irrigation ponds located on the Carolina National Golf Club Course, and the irrigation lines, pipes, pumps and other equipment used to irrigate the golf course. The Bluegreen Golf Club shall provide a certified spray irrigation operator at all times in accordance with 15A NCAC 8G, including site visitation requirements. The Bluegreen Golf Clubs shall spray an average of up to 500,000 GPD of reuse water on the Golf Courses, subject to applicable permit limitations on irrigation during inclement weather or when the ground is in a condition that would cause runoff. The aesthetic desires or management of the Golf Club shall not be justifiable reasons for violating permit conditions related to irrigation. In the event that the Golf Club fails to operate and maintain its respective irrigation system so as to provide for acceptance of reuse water in accordance with this Agreement, then the County shall have the right to enter upon the Carolina National Golf Club Course to perform such operation and maintenance.

5. Permit Compliance, Record Keeping, Enforcement and Civil Penalties. The County shall provide to the Golf Club copies of all permits, renewals, notices and correspondence from DWQ or any other regulatory agency or authority with respect to the reuse water and spray irrigation systems. All reuse water provided by the County shall meet the requirements and standards of applicable law and permits. Bluegreen Golf Clubs shall have the right to suspend acceptance of reuse water during any period in which the water does not meet applicable requirements or standards, or would endanger health or property. The County shall be

responsible for conducting all sampling and testing of the treated wastewater effluent, as required by applicable permits. The irrigation operator shall maintain records regarding irrigation of the golf courses, as required by applicable permits, and such information shall be provided to the County in a timely manner. The County shall be responsible for maintaining records regarding reuse water inflow to the storage/transfer pond, and for submitting all required reports regarding such reuse water to DWQ. In the event that a civil penalty is assessed against the County by DWQ for any alleged permit violation for which Bluegreen Golf Clubs is responsible, Bluegreen Golf Clubs shall remit the amount of the penalty to the County for payment to DWQ; provided that the Golf Club shall have the right to contest any alleged violation and the County shall cooperate for that purpose. The County shall pay any civil penalty that results from a permit violation for which the County is responsible.

6. Reuse Water Charges. Section 3.2 (g) of the Sewer Service Agreement stipulates that throughout the duration of the operation of the Winding River Facility, the County shall provide reuse water without cost for irrigation of the Golf Club; and that when operation of the Winding River Facility ceases and wastewater is transported to the Regional Facility, Brunswick County shall provide reuse water to Bluegreen Golf Clubs at a rate that shall not exceed the rate established for all other similarly situated reuse customers at the prevailing rate for reuse water in Brunswick County. Brunswick County shall provide reuse water to the Golf Club at a rate that shall not exceed the direct cost of service of transporting such reuse water. All costs incurred by the County for design, engineering, construction and installation of facilities and equipment shall be part of the capital cost of the regional wastewater system and shall not be considered costs of service for purposes of determining the reuse water rate. The reuse water rate shall be reviewed annually in accordance with current law and adjusted as necessary to cover the direct costs of such service, but shall in no event exceed the rate established for other similarly situated reuse customers. Since irrigation needs vary based on the seasons and rainfall, Brunswick County will consider requests from the Golf Club to waive, or reduce, the costs of the treated effluent based on rainfall conditions that can be documented that the Golf Club accepted effluent from the West Regional System and irrigated the fairways of the golf courses when the reuse water was not absolutely needed by the Golf Club. Justification for such a request to waive reuse charges shall be based on total rainfall during a particular calendar month. When rainfall exceeds 6.00 inches during the months of April, May, June, July, August, September or October, or when rainfall exceeds 2.09 inches during the months of November, December, January, February or March based on a compilation and comparison of rainfall data recorded at the Golf Club and readings recorded by the County at the West Regional Treatment Facility, the County will receive requests from the Golf Club to waive effluent charges. The decision to grant a request for the waiver of the monthly billing for reuse water shall be made unilaterally by the County based on the aforementioned data.

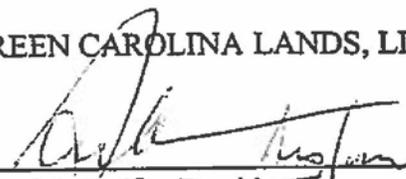
7. Term; Modifications. The initial term of this Agreement shall be twenty-five (25) years, and such term shall automatically be extended for successive periods of ten (10) years unless terminated as hereinafter provided. Any party to this Agreement shall have the right to terminate its obligations hereunder as of the expiration of the initial term or any extension thereof by giving written notice to the other parties and to DWQ at least three years prior to such expiration date. This Agreement may not be otherwise terminated, modified or amended without the prior approval and consent of DWQ or other appropriate authority of the State of North Carolina. Any modification or amendment shall be in writing specifically referring to this

Agreement and signed by the parties whose obligations are affected by such modification or amendment.

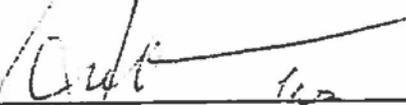
9. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors in interest. Bluegreen Golf Clubs shall have the right to convey all or portions of the Carolina National Golf Club Course without the consent of Brunswick County, provided that any conveyance of any portion of Golf Club that is permitted for reuse water irrigation shall be made subject to the provisions of this Agreement. In the event that Bluegreen Golf Clubs conveys the entire portion of its Golf Club that is permitted for reuse water irrigation, and such conveyance is made subject to this Agreement, Bluegreen Golf Clubs shall have no further obligations hereunder. Otherwise, the parties hereto shall not have the right to assign any of their obligations hereunder without the prior written consent of the other parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

BLUEGREEN CAROLINA LANDS, LLC

By: 
Daniel Koshar, President

BLUEGREEN GOLF CLUBS, INC.

By: 
Daniel Koshar, President

BRUNSWICK COUNTY

By: 
David R. Sandifer, Chairman
Board of Commissioners

Amended and Restated Reuse Water Agreement

THIS AMENDED AND RESTATED AGREEMENT (the "Agreement") is made effective as of February 15, 2010, by and among **The Members Club at St. James Plantation, LLC** (the "Members Club"), **The Reserve Club at St. James Plantation, LLC** (the "Reserve Club"), and **Brunswick County** (the "County").

WITNESSETH:

WHEREAS, the Members Club owns an eighteen hole golf course known as the original Member's Club course (the "Members Course") in the development known as St. James Plantation in the Town of St. James, Brunswick County, North Carolina; and the Reserve Club owns an eighteen hole golf course known as the Reserve Club course in St. James (the "Reserve Course") (the Members Course and the Reserve Course are referred to collectively as the "Golf Courses") (the Members Club and Reserve Club are referred to collectively as the "Golf Course Owners");

WHEREAS, the County previously operated a wastewater treatment facility to serve portions of St. James Plantation located to the west of Beaver Dam Creek (the "St. James Facility") (the portion of St. James Plantation located to the east of Beaver Dam Creek is served by the Southeast Brunswick Sanitary District);

WHEREAS, the County has constructed a facility known as the West Brunswick Regional Wastewater Treatment Facility (the "Regional Facility"), which receives all wastewater inflow previously sent to the St. James Facility;

WHEREAS, pursuant to that Amended and Restated Reuse Water Agreement dated December 1, 2003, by and between the Members Club, St. James Development Co., LLC, and the County (the "2003 Reuse Water Agreement"), the County agreed to supply treated effluent reuse water from the St. James Facility or the Regional Facility to irrigate the Golf Courses, and the Golf Course Owners agreed to accept such reuse water up to an agreed quantity, and the parties agreed on certain additional matters regarding the provision and acceptance of reuse water and the operation and maintenance of irrigation facilities; and

WHEREAS, pursuant to that Amended and Restated Reuse Water Agreement dated June 20, 2005, by and between the Members Club, St. James Development Co., LLC, and the County (the "Existing Reuse Water Agreement"), the Golf Course Owners agreed to accept additional reuse water for irrigation, above the amount provided for in the 2003 Reuse Water Agreement, and the parties agreed on certain additional matters regarding the provision and acceptance of reuse water, the operation and maintenance of irrigation facilities and the construction of a gravity flow reuse water line and storage pond with a surface area of approximately 3.8 acres at the St. James Facility site (such line and pond are referred to collectively as the "Proposed Facilities");

WHEREAS, in lieu of constructing the Proposed Facilities, the Golf Course Owners have proposed altering an existing irrigation pond on the Reserve Course near the St. James Facility site (the "Existing Irrigation Pond") and the County has agreed to such proposal.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Prior Agreement Restated. The Existing Reuse Water Agreement is hereby amended, restated, superseded and replaced in its entirety by this Agreement.
2. Provision and Acceptance of Reuse Water. Until completion of the irrigation system on the Reserve Course, the County shall pump all reuse water from the Regional Facility to the existing irrigation ponds on the Members Course. The Members Club shall accept such reuse water for irrigation of the Members Course, or portions thereof. Upon completion of the irrigation system on the Reserve Course and necessary connections to the Regional Facility, the County shall supply reuse water to the Golf Course Owners, and the Golf Course Owners shall accept such reuse water for irrigation of the Golf Courses, or portions thereof. The Golf Course Owners agree to accept up to 954,397 GPD of reuse water for irrigation of the Golf Courses, subject to applicable permit requirements, with the allocation of such amount between the Members Course and the Reserve Course, and the portions of such Golf Courses to receive reuse water, to be determined by the Golf Course Owners in accordance with applicable permit requirements. Further, the Golf Course Owners shall have the right to transfer a portion of such reuse water to other suitable areas in St. James. The Golf Course Owners and the County shall cooperate to modify or obtain required permits for irrigation of the Golf Courses and/or other areas in accordance with this Agreement.
3. Existing Pond and Reuse Water Lines. The Reserve Club shall provide necessary easements for a reuse water line from Highway 211 to the Existing Irrigation Pond and for a connection to the existing reuse water line to the irrigation ponds on the Members Course. The County, at its expense, shall design, engineer, permit, construct, install, operate and maintain the reuse water line from the Regional Facility to the Existing Irrigation Pond and the reuse water line to the irrigation ponds on the Members Course. The County shall pay or reimburse the Reserve Club for (i) the costs of design, engineering and permitting for the expansion of the Existing Irrigation Pond to such size as reasonably determined by the Golf Course Owners to be appropriate for their irrigation purposes, (ii) a reuse water pump station adjacent to the Existing Irrigation Pond, and (iii) system features necessary for the Reserve Course irrigation system to use reuse water. The Reserve Club shall construct the Reserve Course irrigation system, altering the Existing Irrigation Pond, and construct the pump station adjacent thereto. The County shall reimburse the Reserve Club for the actual costs of design, engineering and permitting of the irrigation system and expansion of the Existing Irrigation Pond (currently estimated to be \$42,000). The County shall reimburse the Reserve Club \$4.50 per cubic yard of material excavated in the expansion of the Existing Irrigation Pond, such reimbursement to be made in installments when the excavation is 50% and substantially completed. The County shall reimburse the Reserve Club for the actual cost of the reuse water pump station (currently estimated to be \$114,800) upon substantial completion. Provided, reimbursement for all of the work described in this Section shall not exceed \$406,400, and all such work shall be completed

by July 31, 2010. For expenses to be reimbursed pursuant to this paragraph, the Reserve Club shall submit a request for payment and documentation regarding completion, and the County shall make payment within 30 days after receipt of such documentation. Within 60 days of the date of this Agreement, the County will confirm to the Members Club and the Reserve Club that the clay liner of the five day pond for the St. James Facility has been rendered safe for use for residential purposes, including spreading. By December 31, 2009, the County will remove all remaining pipes from the St. James Facility and the five day pond. The County will indemnify the Members Club and the Reserve Club from all costs and liabilities related to such removal work and the clay liner.

4. Operation and Maintenance of Irrigation Facilities. The Members Club shall own, operate and maintain the irrigation ponds located on the Members Course, and the irrigation lines, pipes, pumps and other equipment used to irrigate the Members Course. The Reserve Club shall own, operate and maintain the Existing Irrigation Pond, and the irrigation lines, pipes, pumps and other equipment used to irrigate the Reserve Course. The Golf Course Owners shall provide a certified spray irrigation operator at all times in accordance with 15A NCAC 8G, including site visitation requirements. The Golf Course Owners shall spray an average of up to 954,397 GPD of reuse water on the Golf Courses, subject to applicable permit limitations on irrigation during inclement weather or when the ground is in a condition that would cause runoff. The aesthetic desires or management of the Golf Courses shall not be justifiable reasons for violating permit conditions related to irrigation. In the event that either of the Golf Course Owners fails to operate and maintain its respective irrigation system so as to provide for acceptance of reuse water in accordance with this Agreement, then the County shall have the right to enter upon the Members Course and/or the Reserve Course, as the case may be, to perform such operation and maintenance.

5. Permit Compliance, Record Keeping, Enforcement and Civil Penalties. The County shall provide to the Golf Course Owners copies of all permits, renewals, notices and correspondence from DWQ or any other regulatory authority with respect to the reuse water and spray irrigation systems. All reuse water provided by the County shall meet the requirements and standards of applicable law and permits. The Golf Course Owners shall have the right to suspend acceptance of reuse water during any period in which the water does not meet applicable requirements or standards, or would endanger health or property. The County shall be responsible for conducting all sampling and testing of the treated wastewater effluent, as required by applicable permits. The irrigation operator shall maintain records regarding irrigation of the Golf Courses, as required by applicable permits, and such information shall be provided to the County in a timely manner. The County shall be responsible for maintaining records regarding reuse water inflow to the Members Course and Reserve Course ponds, and for submitting all required reports regarding such reuse water to DWQ. In the event that a civil penalty is assessed against the County by DWQ for any alleged permit violation for which the Member Club and/or Reserve Club is responsible, such responsible party shall remit the amount of the penalty to the County for payment to DWQ; provided that such party shall have the right to contest any alleged violation and the County shall cooperate for that purpose. The County shall pay any civil penalty that results from a permit violation for which the County is responsible.

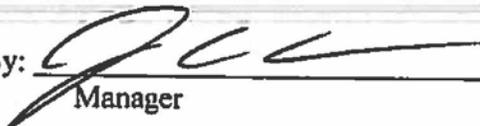
6. Term; Modifications. The initial term of this Agreement shall be 25 years, and such term shall automatically be extended for successive periods of 10 years unless terminated as hereinafter provided. Any party to this Agreement shall have the right to terminate its obligations hereunder as of the expiration of the initial term or any extension thereof by giving written notice to the other parties and to DWQ at least three years prior to such expiration date. This Agreement may not be otherwise terminated, modified or amended without the prior approval and consent of DWQ or other appropriate authority of the State of North Carolina. Any modification or amendment shall be in writing specifically referring to this Agreement and signed by the parties whose obligations are affected by such modification or amendment.

7. Successors and Assigns. This Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors in interest. The Golf Course Owners shall have the right to convey all or portions of the Members Course and/or Reserve Course, without the consent of Brunswick County, provided that any conveyance of any portion of either Golf Course that is permitted by DWQ for reuse water irrigation shall be made subject to the provisions of this Agreement. In the event that either Golf Course Owner conveys the entire portion of its Golf Course that is permitted for reuse water irrigation, and such conveyance is made subject to this Agreement, such Golf Course Owner shall have no further obligations hereunder. Otherwise, the parties hereto shall not have the right to assign any of their obligations hereunder without the prior written consent of the other parties.

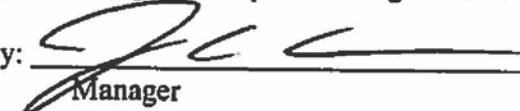
8. Miscellaneous. This Agreement constitutes the entire understanding of the parties hereto, revokes and supersedes all prior agreements between or among the parties hereto (whether written or oral) with respect to the subject matter hereof, and is intended as a final expression of their mutual understanding. No waiver by any party hereto of any default shall be deemed a waiver of any prior or subsequent default under the same or other provisions of this Agreement. This Agreement may be executed in any number of counterpart signature pages (including facsimile counterpart signature pages), each of which shall be deemed an original and all of which, taken together, shall constitute one and the same instrument. This Agreement shall be governed by the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

The Members Club at St. James Plantation, LLC

By: 
Manager

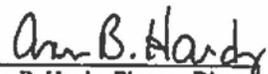
The Reserve Club at St. James Plantation, LLC
By its Manager, Annapolis Management Co., LLC

By: 
Manager

Brunswick County

By: 
William M. Sue, Chairman
Board of Commissioners

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


Ann B. Hardy, Finance Director
Brunswick County, North Carolina



Brunswick County Board of Commissioners
ACTION AGENDA ITEM
 2005

TO: Marty K. Lawing, County Manager

FROM: Jerry. W. Pierce, P.E, Dir. of Public Utilities
 Ext. # 2659

ACTION ITEM #: VIII-17

MEETING DATE: Nov. 7, 2005

DATE SUBMITTED: Oct. 31, 2005

EXHIBIT BOOK #: 50

ATTACHMENT #: 29

ISSUE/ACTION REQUESTED:

PUBLIC HEARING: YES NO

In the proposal submitted to the Town of Oak Island, Brunswick County indicated that it would accept up to one million gallons per day of wastewater from the Town upon completion of a force main from the Town to the County's system and prior to completion of the wastewater treatment plant expansion. A Memorandum of Understanding has been developed that outlines the terms under which the County will accept the wastewater and the methods of calculating the operation and maintenance charges associated with the plant operation.

The County staff recommends approval of the Memorandum of Understanding and that the Chairman and Clerk be authorized to execute the agreement on behalf of the County.

BACKGROUND/PURPOSE OF REQUEST:

In the proposal submitted to the Town of Oak Island, Brunswick County indicated that it would accept up to one million gallons per day of wastewater from the Town upon completion of a force main from the Town to the County's system and prior to completion of the wastewater treatment plant expansion. This proposal was contingent upon the approval of a Sewer Service Agreement between the Town of Oak Island and Brunswick County. Most of the provisions in the Sewer Service Agreement do not take effect until completion of the plant expansion and associated improvements.

To facilitate the acceptance of the wastewater prior completion of those improvements, a separate agreement was drafted. The Memorandum of Understanding outlines the terms under which the County will accept the wastewater and the method that will be used to calculate the operation and maintenance costs that will be paid by the Town of Oak Island. The operation and maintenance charges will be calculated the same for all entities discharging wastewater to the West Brunswick Regional Wastewater Treatment Plant.

The agreement will become null and void upon completion of the plant expansion and associated improvements.

FISCAL IMPACT:

BUDGET AMENDMENT REQUIRED: YES NO

PRE-AUDIT CERTIFICATION REQUIRED: YES NO

REVIEWED BY DIRECTOR OF FISCAL OPERATIONS YES NO

TOTAL COUNTY DOLLARS: \$ _____

CONTRACTS/AGREEMENTS:

REVIEWED BY COUNTY ATTORNEY: YES NO N/A

ADVISORY BOARD RECOMMENDATION:

COUNTY MANAGER'S RECOMMENDATION:

Approve the Memorandum of Understanding between Brunswick County and the Town of Oak Island for 1,000,000GPD of Interim Wastewater Treatment Capacity.

ATTACHMENTS:

1. Copy of the Memorandum of Understanding.
2. _____
3. _____

ACTION OF THE BOARD OF COMMISSIONERS

APPROVED: 11-7-05
DENIED:
DEFERRED UNTIL: _____
RETURNED TO DEPARTMENT HEAD: _____
DATE

ATTEST: **CLERK TO THE BOARD**
[Signature] 11-8-05
SIGNATURE DATE

OTHER: Please return original after signatures are complete. Thanks.
[Signature]

50
28 + 29



RECEIVED

NOV 03 2005

BRUNS. CO. ADMIN.

RECEIVED

NOV 15 2005

**BRUNS. CO.
GOVERNING BODY**

October 31, 2005

Mr. Marty K. Lawing
County Manager
P.O. Box 249
Bolivia, NC 28422

Dear Mr. Lawing:

Enclosed please find five executed originals of the Sewer Service Agreement and other associated documents between the Town of Oak Island and Brunswick County. As you know, the Oak Island Town Council unanimously approved the Sewer Service Agreement and associated documents at a special meeting October 24, 2005.

We look forward to working with the County on this project.

Sincerely,

Pat Brunell
Patricia H. Brunell, MMC
Town Clerk

Enclosures

MEMORANDUM OF UNDERSTANDING

SHORT TERM USE OF COUNTY'S TREATMENT CAPACITY IN THE WEST BRUNSWICK REGIONAL WASTEWATER TREATMENT SYSTEM BY THE TOWN OF OAK ISLAND

WHEREAS, Brunswick County has under construction a 3 million gallon per day tertiary wastewater treatment plant and associated facilities known as the West Brunswick Regional Wastewater Treatment System and the plant and associated facilities are scheduled to be completed and placed into operation in early 2006 , and

WHEREAS, per the Sewer Service Agreement with the Town of Holden Beach, Brunswick County has been allocated two million gallons per day of capacity in the West Brunswick Regional Wastewater Treatment System, and

WHEREAS, the Town of Oak Island and Brunswick County intend to enter into a Sewer Service Agreement calling for wastewater from the Town of Oak Island be treated at the West Brunswick Regional Wastewater Treatment Plant, and

WHEREAS, the West Brunswick Regional Wastewater Treatment Plant must be expanded from 3 million gallons per day to 6 million gallons per day to able to adequately treat the wastewater from the Town of Oak Island and this expansion is expected to take two to three years to design, receive permits and construct, and

WHEREAS, portions of the collection system in the Town of Oak Island and the sewer force main from the Town of Oak Island to the West Brunswick Regional Wastewater System can be completed prior to the completion of the wastewater treatment plant expansion, and

WHEREAS, Brunswick County expects to have wastewater flows in the next few years significantly less than the County's allocated capacity in the West Brunswick Regional Wastewater Treatment Plant of two million gallons per day and is willing to allow the Town of Oak Island to use up to 1 million gallons per day of the unused allocated capacity at a rate not to exceed 1,260 gallons per minute (gpm) for that period between the completion of a portion of the Town of Oak Island collection system and associated force main to the West Brunswick Regional Wastewater System and completion of the expansion of the West Brunswick Regional Wastewater Treatment Plant to 6 million gallons per day.

IT SHALL BE THE MUTUAL UNDERSTANDING OF THE TOWN OF OAK ISLAND AND BRUNSWICK COUNTY THAT:

The Town of Oak Island shall have Brunswick County's permission to use up to one million gallon per day of its allocated capacity in the West Brunswick Regional Wastewater Treatment Plant for that period from the completion of a portion of the collection system in the Town of Oak Island and associated force main from the Town of Oak Island to the West Brunswick

Regional Wastewater System to the completion of the 3 million gallon per day expansion of the West Brunswick Regional Wastewater System.

Brunswick County agrees to charge and the Town of Oak Island agrees to pay the same operation and maintenance charges as defined in the Sewer Service Agreement between the Town of Oak Island and Brunswick County. The Town of Oak Island understands that the rate is based upon an estimate of the cost to operate the plant and that at the end of the fiscal year, the true cost to operate the plant will be known and the rate adjusted to reflect the actual cost to operate the West Brunswick Regional Wastewater System. The Town of Oak Island understands that it must pay its pro rata share of any shortfall or will receive a credit for its pro rata share of any surplus.

Prior to the discharge of any wastewater to the West Brunswick Regional Wastewater System, the Town of Oak Island agrees to adopt and implement a Sewer Use Ordinance in conformance with the requirements of the Sewer Service Agreement.

In the event of the termination of the Sewer Service Agreement between the Town of Oak Island and Brunswick County, this agreement shall become null and void and Brunswick County shall have the right to discontinue sewer treatment service for the Town of Oak Island or at the County's discretion, allow the discharge of wastewater from the Town of Oak Island to continue for a defined period and charge an operation and maintenance rate that includes the capital cost of the allocated capacity being used by the Town of Oak Island.

The facilities needed to transport wastewater from the Town of Oak Island to the West Brunswick Regional Wastewater Plant must be approved by various regulatory agencies. This agreement may be modified or terminated if all regulatory approvals of the facilities required transport wastewater from the Town of Oak Island to the wastewater treatment plant cannot be obtained.

This agreement shall also become null and void upon completion of the 3 million gallon per day expansion of the West Brunswick Regional Wastewater Treatment System required to permanently serve the Town of Oak Island.

AGREED TO THIS DAY 7th OF NOVEMBER _____, 2005.

THE COUNTY OF BRUNSWICK

ATTEST:

By: [Signature]
Chairman

Marcie Stephenson, Deputy
Clerk

(SEAL)



TOWN OF OAK ISLAND

ATTEST:

Patricia H. Brunell, MMC
Town Clerk

By: Helen C Cashwell
Mayor

(SEAL)



WEST BRUNSWICK REGIONAL WASTEWATER PROJECT
SEWER SERVICE AGREEMENT

THIS SEWER SERVICE AGREEMENT, dated as of the 7th day Nov. 2005, by and between the COUNTY OF BRUNSWICK, a political subdivision of the State of North Carolina (the "County"), and the TOWN OF OAK ISLAND, a public body and a body politic and corporate of the State of North Carolina (the "Participant") [All capitalized terms used herein shall have the meaning set forth in the standard provisions herein unless otherwise herein indicated];

WITNESSETH:

WHEREAS, the soils in central Brunswick County are not generally suitable for disposal of sewerage through septic tanks; and

WHEREAS an urgent need exists for high quality wastewater treatment in sufficient quantities to serve the growing population and development in Brunswick County and to protect the waters and other environmental elements within the region from adverse impacts caused by septic tank use; and

WHEREAS, the County and the Participant (collectively with the Participant, the "Participants"), are constructing sewer collection systems to serve their respective citizens/customers; and

WHEREAS, the County and the Participant have determined that, by participating together in a regional wastewater treatment and transmission project for their mutual benefit, rather than each separately constructing its own new or improved sewer treatment plant(s) notwithstanding Section 1.4 of the Standard Provisions, economies of scale and a long term secure source of high quality wastewater treatment can be achieved with savings and other tangible and intangible benefits for their users; and

WHEREAS, based on said determination, (i) the County has determined to finance, construct and operate the West Brunswick Regional Wastewater System (the "Project"), as described in Exhibit "B", which will treat wastewater from the Participants, and (ii) the Participants have determined to participate with the County in developing and financing the Project; and

WHEREAS, in order to assist in the construction, financing and operation of the West Brunswick Regional Wastewater System, the Participants have agreed to contract with the County for sewer service in order to provide, among other things, for payment by the Participants of (i) a portion of the capital Costs of the Project through an Capital Charge, on a basis that equitably allocates among them the Project Costs, and (ii) a Monthly Service Charge to cover operations and maintenance, reserves and such other rate components as are appropriate for similar systems; and

WHEREAS, while the County will serve as owner and operator of the Sewer System, the County will have a similar financial obligation as the Participants, with respect to capital charges and operation and maintenance expenses.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter contained, the parties hereto agree as follows:

1. SEWER SERVICE STANDARD PROVISIONS. The County agrees not to provide sewer service to a Participant, either pursuant to Sewer Service Agreements or otherwise, unless the Participant has entered into a written agreement with the County agreeing to be bound by these Standard Provisions:

Section 1.1. Definitions. The following words as used in this Sewer Service Agreement shall have the following meanings.

"Act" shall mean The State and Local Government Revenue Bond Act, constituting Article 5 of Chapter 159 of the General Statutes of North Carolina, as amended.

"Advances for Construction" shall mean those funds advanced by the County for planning, project management, acquisition, engineering, legal or construction costs of the Project.

"Ancillary Service Facilities" shall mean those facilities of the Sewer System that have been identified by the County in its sole discretion as directly or indirectly benefiting only the Participant using them and which have no system-wide benefit, and shall include, but are not limited to, (i) the tap to the County's pipeline, and (ii) the meter installation.

"Annual Budget" shall mean the budget or amended budget of the County for each Fiscal Year with regard to the Sewer System.

"Bonds" shall mean the bonds of the County or any other evidence of indebtedness issued by the County or any financing obligation executed by the County to raise funds for the Cost of the Project or to pay for Improvements.

"Bond Order" shall mean the bond order or other resolution or order adopted or financing document executed by the County authorizing issuance of the Bonds, together with all orders amendatory thereof and supplemental thereto.

"Capital Charge" shall mean a periodic payment charged by the County to a Participant for making sewer service available in those cases where the County has advanced funds to pay for Improvements needed to make such sewer service available.

"Capital Expenses" shall mean an obligation incurred to acquire new physical assets and/or incurred to acquire the replacement and/or upgrade of existing physical assets and to be paid from sources other than Current Expenses, i.e. Renewal and Replacement Fund, debt proceeds and designated retained earnings.

"Connection Charge" shall mean a separate charge covering the Cost of Ancillary Service Facilities that is not included as a component of the County's Monthly Service Charges as defined in the Rules and Regulations.

"Cost" shall mean cost as defined in North Carolina General Statutes 159-81(3) and 162A-2(3).

"County" shall mean the County of Brunswick, a Political Subdivision of the State of North Carolina.

"County Sewer Use Ordinance" shall mean the Sewer Use Ordinance of the County as defined in Section 1.10 of these Standard Provisions.

"Current Expenses" shall mean the County's ongoing and recurring expenses during each Fiscal Year for operation and maintenance of the Sewer System as determined in accordance with generally accepted accounting principles including, but not limited to, all administrative, general and commercial expenses, insurance and surety bond premiums, payments for the billing and collection of rents, rates, fees or other charges imposed or charged by the County for the use of the Sewer System, legal expenses paid to outside sources, any taxes which may be lawfully imposed on the Sewer System or the income or operations thereof or the property forming a part thereof, usual expenses of maintenance, repair and operation, including cost of power and administrative expenses and salaries, refunds, any other current expenses required to be paid by the County under the provisions of the Bond Order or by law, all to the extent properly and directly attributable to the Sewer System, and the expenses, liabilities and compensation of the Trustee. "Current Expenses" does not include any reserves for operation, maintenance or repair, any allowance for depreciation, amortization, interest on Bonds or other long term indebtedness or similar charges, any expenditure for which the County has made, Connection Charges or any reimbursement of Advances for Construction.

"Debt Service" shall mean the sum of money required to pay installments of principal and interest on indebtedness incurred by the County for the Sewer System in a Fiscal Year.

"Fiscal Year" shall mean the period commencing on July 1 of any year and ending on June 30 of the following year, or such other fiscal year, which the County may adopt.

"Improvements" shall mean any additions, enlargements, improvements, extensions, alterations, fixtures, equipment, land, appurtenances or other facilities to or for the Project.

"Monthly Service Charge(s)" shall mean the rates of charge for sewer service established pursuant to Section 1.11. of these Standard Provisions and the Section 4.1 of the Rules and Regulations.

"Oversight Committee" shall mean the committee established under Section 6.1 of the Rules and Regulations.

"Participant" shall mean a governmental unit, which enters into a Sewer Service Agreement with the County whether or not the Participant uses the sewer.

"Participant's Service Facilities" shall mean the sewer collection and transmission facilities owned by a Participant and commencing at the connection on the Participant's side of the County's meter and servicing the sewer collection system, customers or other facilities of such Participant.

"Participant Sewer Use Ordinance" shall mean an ordinance conforming to State and Federal regulations and requirements adopted by each Participant engaging in the sewer collection and/or treatment business regulating the operation and maintenance of its sewer collection and/or sewer treatment facilities.

"Point of Delivery" shall mean the point or points mutually agreeable to the County and a Participant where the County shall accept delivery of sewerage from a Participant.

"Political Subdivision" shall mean a municipal corporation, county or other political subdivision of the State.

"Project" shall mean the Project as defined in Exhibit "B"

"Rules and Regulations" shall mean the rules and regulations adopted from time to time by the

County for administering the Sewer System.

"Sewer Service Agreement" shall mean the agreement, as amended, between the County and a Participant for the purchase and sale of sewer treatment capacity, including the Standard Provisions.

"Sewer System" shall mean the Project plus any Improvements.

"Standard Provisions" shall mean the Standard Provisions to Sewer Service Agreements, as amended from time to time.

"State" shall mean the State of North Carolina.

"System Development Charge" shall mean the System Development Charge as defined in Section 4.2 of the Rules and Regulations, as amended from time to time.

"Trustee" shall mean the Trustee at the time serving as such under the Bond Order.

Section 1.2. Warranties. The County and each Participant represents and warrants that each has full power and authority to enter into and perform any and all provisions of the Sewer Service Agreement between the County and the Participant.

Section 1.3. Sewer Service. Subject to the other terms of this Sewer Service Agreement, the County will furnish sewer service to each Participant in accordance with the Participant's Sewer Service Agreement. Each Participant will discharge or deliver wastewater to the Sewer System for treatment at a mutually agreeable Point of Delivery through a meter(s) in accordance with the Rules and Regulations. The County and the Participant engaging in the sewer business shall cause to be in force, at all times, a State approved sewer use ordinance and shall abide by and enforce the provisions and requirements of the same.

Section 1.4. County to Provide All Sewer Treatment. So long as the County is capable of providing to a Participant its sewerage treatment needs, a Participant shall not acquire or produce sewer treatment capacity from any source other than the County without the express written consent of the County, which consent shall not unreasonably be withheld; provided, however, a Participant may at all times without the County's consent utilize, maintain, repair, replace or expand the capacity of any sewer system in existence and owned or operated by the Participant at the time the Participant first uses sewer treatment capacity provided by the Project expected to be Dec. 31, 2008 and any sewer system that a Participant which is a municipality acquires by annexation, so long as the Participant still utilizes the Project capacity described in the Participant's Sewer Service Agreement. The County and the Participant agree to allow the Participant to enter into a separate sewer service agreement with the Town of Caswell Beach, other sewer users on Oak Island, and within the Town of Oak Island's Extra Territorial Zoning Jurisdictional (ETJ) area.

Section 1.5. Meters. Procedures for the installation, operation, maintenance, calibration, and reading of meters and adjustment of meter readings shall be set forth in the Rules and Regulations.

Section 1.6. Operation of Sewer System. The County shall operate and maintain, or cause to be operated and maintained, the Sewer System in a safe, efficient and economical manner, making all necessary and proper repairs, replacements and renewals, consistent with good business and operating practices for comparable facilities and in accordance with applicable standards of regulatory bodies. Current Expenses in any Fiscal Year shall not exceed an amount that is reasonable and necessary and that is designated as Current Expenses in the County's Annual Budget for such Fiscal Year.

Section 1.7. Inspection of the System. If requested by the Technical Review Committee hereinafter established in the Policy Guidelines and Rules and Regulations for Rendering Sewer Service, the County shall cause a consulting engineering firm experienced in wastewater treatment plant operation to inspect the Sewer System at least once every 12 months and to submit a report identifying any operational, maintenance, or repair problems of the Sewer System and setting forth for the next ensuing 12-month period (i) recommendations as to any revisions that should be made in the methods of operation or maintenance of the Sewer System and any repairs that must be made to maintain the Sewer System in such period, together with an estimate of the cost of such repairs and methods, (ii) an estimate as to the amount of adequate reserves for extraordinary repairs, renewals and replacements to the system in such period, (iii) an estimate as to the staffing requirements of the County for the Sewer System for such period, and (iv) an estimate as to any additional insurance that may be needed to insure the County against loss due to casualty loss or damage to the Sewer System. The County shall be obligated to undertake any action recommended in the engineer's report, which the County would be required to take to comply with Section 1.6. of these Standard Provisions. A Participant may at its own cost and expense cause a consulting engineer to inspect the Sewer System at least once every 12 months upon 60 days notice to the County. A copy of the Participant's inspection report shall be provided to the County.

Section 1.8. Insurance. The County shall carry at all times insurance covering all properties belonging to the Sewer System as are customarily insured, against loss or damage from such causes as are customarily insured against by enterprises of a similar nature and of a type and form as may be required by the Bond Order. The County also shall carry workers' compensation insurance, use and occupancy insurance, employers liability insurance, boiler and machinery insurance, public officials liability insurance, automobile liability insurance, and commercial general liability insurance insuring against bodily injury and property damage arising out of the operations of the County. Such insurance shall be maintained with a financially responsible insurance company or companies, authorized and qualified under the laws of the State to assume the risk thereof. The proceeds of insurance shall be applied as provided in the Bond Order. If the County determines, and so certifies to the Trustee, that the amount of insurance coverage required by this Section or by the Bond Order is not available on reasonable terms and conditions, the insurance coverage required by this Section and the Bond Order may be modified in accordance with such determination, and the coverage as modified shall constitute the minimum requirements of this Section and the Bond Order.

Section 1.9. Observance of Regulations. Each Participant covenants and agrees to observe the Rules and Regulations which have been adopted by the County (and as they may be amended) respecting the use of and services furnished by the Sewer System or legally required by any other authorized regulatory body.

Section 1.10. Observance of Sewer Use Ordinance. Each Participant covenants and agrees to observe the Sewer Use Ordinance of the County adopted November 21, 1994, as amended (the "County Sewer Use Ordinance"), respecting discharge of wastewater to the Sewer System. Any Participant that operates a sewer collection and transmission system agrees (i) to cause its own customers to comply with the Participant's Sewer Use Ordinance or the County Sewer Use Ordinance, whichever is more stringent, and (ii) to adopt and at all times maintain in effect and enforce a State approved sewer use ordinance for its own system which shall require compliance with the County Sewer Use Ordinance notwithstanding the provisions of the Participant's Sewer Use Ordinance. A Participant's Sewer Use Ordinance shall also require that any customer of the Participant which intends to discharge non-domestic strength wastewater to the Participant's wastewater collection system shall first make application to the Participant. A Participant shall be responsible to the County for any damage to the Sewer System caused by its own customers and/or civil penalties assessed for violation of the County Sewer Use Ordinance or the

County's discharge/non-discharge permit for the Project.

Section 1.11. Monthly Service Charge. The County shall fix and determine on an annual basis a Monthly Service Charge for sewer treatment furnished to all Participants. Monthly Service Charges shall be established by the County at such levels as may be necessary to provide funds, together with other available funds, at least sufficient in the aggregate at all times to pay (i) Current Expenses, and (ii) Capital Expenses in each fiscal year for which Debt Service is not incurred and (iii) the Debt Service on financing obligations of the County for the Sewer System as the same become due, including all debt service reserves and other funds, coverage, accounts and reserves as may be required by any order or resolution authorizing the issuance of bonds, including the Bond Order. A Participant will receive a credit against its payment obligation under this Section for any amount paid under Section 7. The County shall be entitled to revise its Monthly Service Charges through an annual budget for a fiscal year to be presented for review by the Oversight Committee by March 1st of each year to comply with this section. The Brunswick County Board of Commissioners shall take action establishing the Monthly Service Charge, effective July 1, on the first Monday in April. Monthly billings to a Participant shall be determined by applying the rates determined pursuant to this Section to the total amount of sewerage treated for each Participant as obtained from the County's meter readings. The County may present charges based on budget estimates, subject to adjustment based on actual meter readings. The monthly billings and payments of the participant are based on a rate that it estimated to provide funding adequate for actual and necessary operating expenditures and debt service of the West Brunswick Regional Wastewater Project. Since the rate for billing is based on estimated revenues and expenditures it will be necessary for Participants in the plant to make a "true up" payment annually in the event actual expenditures are in excess of actual revenues or in the event actual annual revenues are in excess of expenditures, surpluses will either be credited back to the Participants or based upon the recommendation of the Oversight Committee, be placed into the Capital Replacement Reserve Fund.

Section 1.12. Payment. Each Participant covenants and agrees to pay promptly when due the County's Monthly Service Charges as determined in accordance with this Article and billed to the Participant from time to time and the Capital Charge by wire transfer to the account provided in written directions from the County. Payment for sewerage treated for a Participant during any month is due in full as provided in the Rules and Regulations at the office of the County. Payment of Monthly Service Charge shall be due notwithstanding that a Participant disputes the accuracy or legality thereof or notwithstanding that the County curtails or interrupts service to the Participant pursuant to these Standard Provisions. There shall be no free sewer service rendered by the County. Nothing contained herein shall require a Participant to pay for sewer treatment the County is incapable of delivering or providing.

Section 1.13. Disputes. Even if a Participant disagrees with Monthly Service Charges received from the County for any given service period, the Participant shall be obligated to pay, in full, said Monthly Service Charges, but can do so "under protest". The "protest" shall be resolved according to the provisions of this agreement.

If a Participant disputes all or part of any Monthly Service Charge or other payment due to the County, the Participant shall within 15 days of learning of the nature of the dispute notify the County in writing that the charges are disputed, the grounds for the dispute, and the amount in dispute. Failure to have made the full payment as provided in Section 1.12. hereof will result in the County, at its option, denying the Participant's claim. Upon receipt of notification of dispute, representatives of the County and the Participant shall meet within fifteen days to resolve such dispute. The County and the Participant shall promptly and continuously attempt to resolve the dispute within five business days of meeting. In the event that it is determined that the Participant shall have overpaid, it shall receive a credit for the overpayment. If the dispute cannot be thus resolved, each party shall thereafter be entitled to exercise any remedies available at law or in equity including non binding mediation and arbitration.

Section 1.14. Limitation. Nothing herein shall prevent the County and a Participant from limiting the obligation of any Political Subdivision to pay Monthly Service Charges and the County's other rates and charges to or from non-tax revenues of the Political Subdivision so that a Sewer Service Agreement with such Political Subdivision will not constitute a debt secured by a pledge of the Political Subdivision's faith and credit which has not been approved in accordance with the provisions of Article V, Section 4 of the Constitution of North Carolina.

Section 1.15. Bills. As a convenience to the Participants, the County will mail each Participant a bill not later than the date for mailing provided for in the Rules and Regulations covering sewer treatment provided during the previous month. All bills shall be sent to the address of the premises being served by the County, unless a Participant notifies the County in writing of some other address to which bills are to be mailed. Failure to receive bills will not be considered justification for non-payment of amounts due, nor permit an extension of the date when the account will be considered delinquent. The County may, at any time, correct any bills for service that may be in error.

Section 1.16. Interest. Interest on delinquent Monthly Service Charges shall accrue during the period of non-payment at the rate of 10% per annum, subject to periodic adjustment by the County subsequent to review by the Oversight Committee.

Section 1.17. Credits. The County will by lump sum payment within 90 days of the date a determination is made that a refund is due, refund any Monthly Service Charges or other charges or parts thereof that the County or a court of competent jurisdiction by final judgment determines were (a) inaccurate, illegal or otherwise not entitled to be collected or (b) paid in the immediately preceding Fiscal Year in excess of the amounts required for such Fiscal Year under clause (iii) of the second sentence of Section 1.11. Rather than making a refund by lump sum payment, the County may at its option make refunds in successive monthly installments over such 90-day period or may make the refund in the form of a credit to future amounts due to the County by the Participant over such 90-day period. Interest shall accrue on the refund at the same per annum rate specified in Section 1.16.

Section 1.18. System Development Charges; Connection Charges. The County shall, in accordance with the Rules and Regulations, Sections 4.2 and 4.3, collect from Participants who apply for new or expanded service a System Development Charge and such Connection Charges as are appropriate to the service being provided by the County.

Section 1.19. Industrial Wastewater. The County shall require all Industrial and other Participants who generate wastewater other than domestic strength wastewater to pre-treat its wastewater so that when it is discharged to the Sewer System it is of domestic strength as defined in the latest version of the Sewer Use Ordinance. If for any reason a Participant discharges wastewater to the Sewer System, which exceeds domestic strength, the County agrees to surcharge such Participant so that the Monthly Service Charges charged other Participants are not impacted by the added cost incurred by the County in treating the non-domestic strength wastewater.

The Participant shall not allow a customer, or itself, to dilute a high-strength wastewater as a method of treatment of said wastewater in order to comply with the County's Sewer Use Ordinance.

Section 1.20. Limitations on Service; Curtailment. Any duty or obligation of the County to meet a Participant's sewer treatment needs, over and above any stated capacity the County contracts to provide in the Sewer Service Agreement with the Participant, is subject to limitations upon the County's ability to do so caused by (i) the amount of sewerage discharge permitted or available to the County, (ii)

obligations of the County pursuant to Sewer Service Agreements to provide sewer service to other Participants, (iii) the capacity of the Sewer System and (iv) completion of any improvements the County elects to make to enable it to provide sewer service to a Participant.

Section 1.21. Temporary Interruptions. The County may at any time shut down the Sewer System in case of an accident, or for the purpose of making connections, alterations, repairs, changes or for any other lawful reasons. The County will endeavor to give as much notice as possible in advance of any interruption of service. It is the obligation of Participants and not the County to protect the Participant's facilities connected with the Sewer System so that damage will not occur if service is suspended without notice.

Section 1.22. Shut Off for Default; Acceleration and Notices. If payments of Monthly Service Charges or Capital Charges due from a Participant remain delinquent for a period of more than thirty (30) days, the County may take one or any combination of the following remedial steps:

- (i) service may, where permitted by applicable laws and regulations of the State, be suspended by the County;
- (ii) the County, by written notice to the Participant, may declare an amount equal to the then outstanding Monthly Service Charges, Capital Charges and accrued interest thereon to be immediately due and payable as liquidated damages under this Sewer Service Agreement and not as a penalty, whereon the same shall become immediately due and payable; or
- (iii) the County may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due, or to enforce performance and observation of any obligation, agreement or covenant of the Participant under this Sewer Service Agreement.

The County will give each Participant twenty-four (24) hours notice prior to suspending service on account of non-payment of rates and charges. The County may also suspend service after thirty (30) days notice when a Participant violates any terms of a Sewer Service Agreement with the County or any rule or regulation and fails to remedy or cure such violation within the thirty (30) day notice period.

Section 1.23. Sewer Service to New Participants. After notification of the Oversight Committee and all other Participants, the County shall only provide sewer service to new Participants pursuant to a Sewer Service Agreement.

Section 1.24. Amendments and Termination. It is recognized by the County and each Participant that the Participant's Sewer Service Agreement will constitute an essential part of the County's financing plan. This agreement may not be terminated, amended or modified before the end of its original term or any agreed upon extended term without consent of the parties. The amendment of a Participant's Sewer Service Agreement shall not amend the provisions of any other Sewer Service Agreement. In the event of a unilateral termination of this agreement by a Participant or by the County, the party who elects termination shall be responsible to pay the other party for the actual cost incurred up to the time of notice of termination by the County on behalf of the Participant or actual costs incurred by the Participant to participate in the County's sewer service plan. Reimbursable costs would be engineering fees, legal fees, fees associated with the sale of revenue bonds, or other forms of financing, and reasonable administrative costs directly related to the party's participation in this agreement. A mutually agreeable termination of this agreement will be on such terms as the parties may agree at the time in question. Each party hereto reserves to itself all legal rights and remedies available at law or in equity in the event of any other breach of this agreement by the other.

Section 1.25. Future Financing. The County may, in its sole discretion, incur debt to pay for Project Cost overruns or Improvements.

Section 1.26. Construction and other Cooperation. The County and each Participant currently constructing wastewater collection systems agree to cooperate with each other during design and construction of the Project and their sewer collection systems, such assistance to include, but not be limited to, exchange and review of design plans and specifications, providing access to each others work sites and easements for purposes of connecting to the Project and sharing information about start and completion dates, change orders and other matters that may adversely affect Costs. Each such Participant agrees to construct its respective wastewater collection system and place it in operation with all reasonable dispatch and thereafter to operate and maintain it in a prudent and economical manner. The same shall be true for all subsequent additions and Improvements as required to provide sewer services to all Participants, both current and future.

Section 1.27. Books and Records. The County shall keep proper books and records in accordance with generally accepted accounting principles which shall be available for inspection at all reasonable times by each Participant. The County shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each Fiscal Year. An allocated portion of the audit expense shall be a part of the O&M cost of the project.

Section 1.28. Successors and Assigns. Each Sewer Service Agreement, including these Standard Provisions, shall be binding upon, inure to the benefit of and be enforceable by the parties thereto and their respective successors and assigns; provided, however, that neither a Participant nor the County may assign their rights, liabilities and obligations hereunder without the consent of the other party except that the County may assign all Sewer Service Agreements to the Trustee without the consent of any Participant.

Section 1.29. Severability. If any provision of any Sewer Service Agreement, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect any other provision thereof.

Section 1.30. Waiver. Any party's failure to insist upon the strict performance of any provision of a Sewer Service Agreement, or to exercise any right based upon a breach thereof, or the acceptance of any performance during such breach, shall not constitute a waiver of any rights under the Sewer Service Agreement.

Section 1.31. Counterparts. Sewer Service Agreements may be executed in several counterparts, any of which shall be regarded for all purposes as one original.

Section 1.32. Controlling Law. Sewer Service Agreements shall be construed and enforced in accordance with the laws of the State of North Carolina.

2. TERM. This Sewer Service Agreement shall be in full force and effect for a period ending at the later of 30 years from the date of its execution or 5 years after the last maturity of the Bonds. It shall continue in effect beyond the initial term for successive 10-year terms unless terminated by the County or the Participant by either giving to the other written notice of termination at least one year prior to the expiration of the initial term or any extended term hereof.

3. PROJECT CONSTRUCTION. The County will construct the Project substantially in accordance with the plans and specifications therefore, as the same may be modified to meet requirements of appropriate regulatory bodies. The County shall require each person, firm or corporation

with whom it may contract for the construction of the Project to furnish a payment and performance bond in the full amount of any contract. The proceeds of any such performance bond shall be applied toward the completion of the Project.

4. **PAYMENT FOR PROJECT.** The obligation of the County to construct the Project is limited to the funds available to it from time to time for such purposes. The County shall be under no obligation to provide funds for such purpose except through revenue bonds. If the revenue bonds, together with any other funds the County elects to use, are not sufficient to pay for the Costs of the Project, as bid, the County shall be entitled to recalculate the Capital Charge provided for herein. If the Participant does not consent to the new Capital Charge within 60 days of such recalculation, then the County may terminate this agreement. Debt payments and operation and maintenance expenses shall be payable beginning the first month in which the Phase II Sewer System is capable of accepting and treating sewerage from the Participant, as determined by the County's consulting engineers.

5. **FINANCING.** The County shall, as soon as may be practicable and with all reasonable dispatch, obtain funding of the revenue bonds, which are in an amount sufficient to pay the Cost of constructing and placing the Project in operation; provided, however, that nothing contained in this Sewer Service Agreement shall require the County to issue Bonds except upon terms deemed reasonable by it.

6. **SEWER SERVICE.** Subject to the terms of the Section 1 of this Sewer Service Agreement, the County agrees to construct, operate and maintain the Project and, upon completion thereof, to provide sewer service to the Participant in the amount of **three million gallons per day (gpd)**. The Participant agrees to pay the County's Monthly Service Charge for sewer service and to assume the Participant's obligations set forth herein. All obligations of the County for payments under this contract shall be limited to revenues derived by the County from the operation of the Sewer System. The Participant covenants and agrees to maintain rates and charges for all services furnished by its sewer collection system which shall at all times be sufficient to satisfy and discharge its obligations under this contract and under any other agreement relating to the financing of the Project, in addition to the Participant's other operations and maintenance costs or any debt service of the Participant secured by a pledge of revenues.

In addition the County agrees to meet the Participant's sewer treatment needs, subject to limitations upon the County's ability to do so caused by the lack of capacity of the treatment facilities, lack of discharge capability, and completion of any improvements by the County to enable it to provide the service provided for herein. In order to provide for the public health and welfare, the County will use its best efforts to develop additional treatment capacity for the Project, as needed, to meet the wastewater treatment needs of all Participants and will use sound financial planning to provide funds, through impact fees and related charges, and/or loans, necessary to provide the requisite facilities to meet such needs.

7. **PARTICIPANT'S SHARE OF CAPITAL PROJECT COSTS.** In order to pay the Participant's fair share of the Capital Costs of the Project, the Participant promises to pay to the County in each month a Capital Charge equal to the sum of the amount due in such month set out in the schedule attached hereto as Exhibit A. The first Capital Charge shall be payable in the first month in which the Sewer System is capable of accepting and treating sewerage from the Participant, as determined by the County's consulting engineers. The Participant shall not be required to pay a Connection Charge or System Development Charge at the time the Participant initially connects to the Sewer System; provided, however, nothing herein shall prevent the County from charging the Participant a Connection Charge or System Development Charge if the Participant later needs modified or additional connections.

8. **EFFECTIVE DATE.** This Sewer Service Agreement shall become effective on the date of its execution.

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

THE COUNTY OF BRUNSWICK

ATTEST:

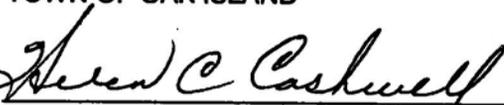
By: 
Chairman

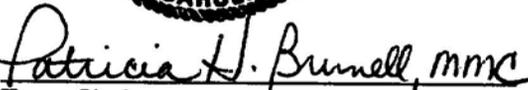

Clerk



ATTEST:

TOWN OF OAK ISLAND

By: 
Mayor


Town Clerk

(SEAL)



EXHIBIT A

CAPITAL CHARGE REPAYMENT SCHEDULE

In accordance with Section 7 of this Sewer Service Agreement, the Town of Oak Island is obligated to begin paying a Capital Charge to Brunswick County in the first month of completion of the Capital Improvements described in Exhibit B.

At this time, the sources and amounts of debt financing for the project have not been finalized. The Town of Oak Island and Brunswick County agree to revise this Exhibit based upon the final sources of money and amount of funds from those sources.

The Town of Oak Island's share of the debt associated with the West Brunswick Regional Wastewater System shall be its proportional share of all of the cost of West Brunswick Regional Wastewater System including the facilities constructed to serve portions of Brunswick County, the Town of Holden Beach and the Town of Oak Island. The cost of the facilities shall include all engineering, land acquisition and construction associated with the facilities.

As the Town of Oak Island will assume a portion of the debt associated with the construction of the existing 3 mgd West Brunswick Regional Wastewater System (Phase I), the Town agrees to pay its proportionate share of the existing debt from the time of the initial debt financing. As the principal and interest payments on the debt associated with the construction of the 3 mgd plant(Phase I) will start prior to completion of the 3 mgd expansion (Phase II), the Town of Oak Island agrees to reimburse the County and Town of Holden Beach, its proportionate share of any payment made on the debt associated with the 3 mgd West Brunswick Regional Wastewater System (Phase I), The reimbursement of the Town of Oak Island's share of these debt payments shall commence three years after completion of the 3 mgd plant expansion (Phase II) and be completed with three subsequent annual payments.

EXHIBIT B
PROJECT DESCRIPTION
WEST BRUNSWICK REGIONAL WASTEWATER SYSTEM

Brunswick County will construct a 3 mgd expansion of the West Brunswick Regional Wastewater System such that the plant will have a total treatment capacity of 6 mgd. Construction will also include a transmission main from the ETJ limits of the Oak Island to the West Brunswick Regional Wastewater Plant, effluent reuse lines to designated effluent reuse locations and effluent disposal systems at the effluent reuse sites.

The West Brunswick Regional Wastewater Plant has been designed as a tertiary treatment facility and the plant and subsequent expansion will meet or exceed the North Carolina Department of Environment and Natural Resources (NC DENR) regulations for effluent reuse. The plant and subsequent expansion will be designed to meet the following criteria:

- A monthly average for Total Suspended Solids (TSS) of less than or equal to 5 mg/l and a daily maximum TSS of less than or equal to 10 mg/l.
- A monthly average for Biological Oxygen Demand (BOD) of less than or equal to 5 mg/l and a daily maximum BOD of less than or equal to 10 mg/l.
- A monthly average for Ammonia of less than or equal to 4 mg/l and a daily maximum Ammonia of less than or equal to 6 mg/l.
- A monthly geometric mean of Fecal Coliform of less than or equal to 14/100 ml and a daily maximum of Fecal Coliform of less than or equal to 25/100 ml.
- Continuous on-line monitoring of turbidity is required and the reuse effluent cannot exceed 10 NTU.

In addition to meeting these requirements, the facility will include a storage pond for wastewater effluent that does not meet the reuse criteria and a storage pond for times when inclement weather prevents spraying of effluent on the disposal sites. Effluent disposal sites have been identified for the facility where treated wastewater effluent can be sprayed. Wastewater sludge generated at the facility will be treated to meet EPA 503 regulations for a Class A Sludge. Ultimate disposal of the sludge will be by land application.

The West Brunswick Regional Wastewater System will serve the following entities.

- Brunswick County
- Town of Holden Beach
- Town of Oak Island

EXHIBIT C
PROPOSAL CONCEPT AGREEMENT

Brunswick County submitted a proposal to the Town of Oak Island in June, 2005. The proposal was based upon a number of concepts that affect the overall cost of the project. Brunswick County and The Town of Oak Island mutually agree to the following concepts outlined in the proposal.

1. Existing Oak Island Tracts To Be Used For Wastewater Treatment and Disposal.

Oak Island owns two tracts of land located near NC 211 that will be used for effluent reuse as a part of the expanded West Brunswick Regional Wastewater System. Under the terms of this agreement, the 770 acre tract would be deeded to Brunswick County for use as an effluent disposal site.

The existing debt on the 770 acre tract will be included as a part of the costs associated with the West Brunswick Regional Wastewater System and will be assumed by the Participants in the West Brunswick Regional Wastewater System based upon capacity allocation in the system.

The Town of Oak Island agrees to enter into a 30 year lease with options for renewal of the lease for the 105 acre tract with Brunswick County. Under the terms of the lease, the Town of Oak Island may notify Brunswick County that it desires to terminate the lease; however, the Town of Oak Island cannot obtain sell or otherwise use the property until such time that an alternate effluent disposal site with the same effluent reuse capacity or better is obtained and an effluent reuse system constructed on that site. The Town of Oak Island would further agree to pay 100% of the cost of purchasing the alternate effluent disposal site and the cost of constructing a new effluent disposal system on that site.

2. Reimbursement of Prior Engineering Work on the Force Main Routing and Town Owned Effluent Reuse Sites

The Participants in the West Brunswick Regional Wastewater System agree to reimburse the Town of Oak Island up to \$400,000 for engineering services performed on components of the Phase II Improvements of the West Brunswick Regional Wastewater System including the 105 acre and 770 acre effluent reuse sites owned by the Town and on the proposed force main routing that is required by the regulatory agencies to receive SRF Funding and/or construction permits. The reimbursement will be included as a part of the overall project cost and the reimbursement will not occur until the sale of the revenue bonds associated with this project.

3. Interim Capacity in the Existing Regional Force Main in NC 211

To expedite the treatment of a portion of the wastewater from the Town of Oak Island, Brunswick County will allow the Town of Oak Island to connect to a new force main to be constructed from the Town of Oak Island ETJ boundary which will connect to the existing sewer force main in NC 211 and transport up to an average of 1,000,000 gallons of wastewater per day to the West Brunswick Regional Wastewater Treatment Plant. The flow rate discharged to the force main in NC 211 shall not exceed 1,260 gallons per minute without approval of Brunswick County.

4. Operation of the Oak Island East Water Reclamation Facility

Under the terms of this agreement, the Town of Oak Island will continue operation of the Oak Island East Water Reclamation Facility and satellite reuse facility.

WEST BRUNSWICK REGIONAL WASTEWATER PROJECT

**POLICY GUIDELINES
AND
RULES AND REGULATIONS
FOR
RENDERING SEWER SERVICE**

THE COUNTY OF BRUNSWICK

WHEREAS, the County of Brunswick is a political subdivision of the State of North Carolina operating subject to the Local Government Budget and Fiscal Control Act; and

WHEREAS, the County owns and operates the West Brunswick Regional Wastewater System (the "Project") for the purpose of providing a reliable and self-sufficient source of sewer treatment to potential Participants commensurate with the orderly development and continued prosperity of the central part of the County; and

WHEREAS, it is the County's goal to establish and charge reasonable and economical rates and charges for the service provided by the Project which are sufficient for the County to operate and maintain the Project as a financially self sustaining enterprise and to assure continued, uninterrupted sewer service to all Participants; and

WHEREAS, the following guidelines for rate making and financing are intended to allocate the Cost of service to all Participants in an equitable manner:

(a) Monthly Service Charges. The County shall develop for the Sewer System Monthly Service Charges, which reflect the County's Current Expenses and operating expenses during each Fiscal Year, the County's growth rate, its capital construction programs, and its financing requirements. The Participant recognizes, however, that charges in addition to Monthly Service Charges will be necessary to establish an overall system of rates and charges, which is equitable to all Participants.

(b) Capital Charge. The County may, with legal capacity to obligate itself to do so, require Participants to pay for a minimum monthly capital charge without regard to the actual amount of service used by the Participants.

(c) System Development Charges. Non-charter Participants shall pay their fair share of the Cost of existing facilities of the Sewer System, which in the opinion of the County directly or indirectly benefit all of the Participants of the Sewer System. Although it is the general policy of the County that new Participants are entitled to sewer service at the same Monthly Service Charges charged its existing Participants, the County recognizes that existing Participants have and will continue to provide funds to pay part of the Cost of facilities having a system-wide benefit through the payment of Monthly Service Charges or other amounts to the County. The County thus shall establish and collect System Development Charges so that later Participants pay a portion of the Cost of such facilities previously paid by the existing Participants.

(d) Connection Charges. The County shall establish and collect from each new Participant Connection Charges sufficient to pay the Cost of all facilities which the County identifies in its opinion as being exclusively for the direct or indirect benefit of the Participant and for which the Participant does not directly pay.

NOW, THEREFORE, the following Rules and Regulations, as they may be hereafter amended, shall, together with the Sewer Service Agreement and the County's Sewer Use Ordinance, govern the rendering of sewer service by the County of Brunswick from the Project.

ARTICLE I

Definitions, Amendments and Applicability

Section 1.1. Definitions. Capitalized terms used herein shall have the meaning set forth in the Standard Provisions to the Sewer Service Agreement unless otherwise indicated herein

Section 1.2. Amendments. The County may from time to time amend these Rules and Regulations; however, the County shall give each Participant notice and an opportunity to comment on the proposed amendment.

Section 1.3. Applicability. These Rules and Regulations, as amended, shall be binding on every Participant.

ARTICLE II

Sewer Service

Section 2.1. Application for Service. Any potential Participant desiring sewer service must make a written application to the County (upon forms to be supplied by the County), setting forth in detail the location of the property to be served, including a map thereof, the estimated gallons per day (gpd) to be used or allocated, and such other information as the County may require.

Section 2.2. Sewer Service Agreements. Sewer service shall be supplied to a Participant only pursuant to a Sewer Service Agreement containing the County's Standard Provisions.

ARTICLE III

Connections and Ancillary Service Facilities

Section 3.1. Connections. Each Participant shall be responsible, at its sole cost and expense, to make all installations of facilities necessary for connection to the Sewer System (i.e. pipelines, pump stations and all other necessary Ancillary Service Facilities). All design plans shall be reviewed by the County prior to submittal to the State for approval. If applicable, all fees and charges due the County for the connection shall be due and payable prior to initiation of service at the Point(s) of Delivery.

Section 3.2. Participant's Service Facilities. The Participant's Service Facilities shall be installed and maintained by such Participant at its sole cost and expense, but shall be subject to inspection by the County before service is connected.

Section 3.3. Control of County Equipment. Supply lines, meters and other equipment of the

County shall be under its exclusive control, and no persons, other than authorized employees, agents or contractors of the County, subject to Participant inspection privileges as outlined in Section 1.7 of the Standard Provisions to the Sewer Service Agreement, shall repair, change or interfere with them in any way.

ARTICLE IV

Monthly Service Charges

Section 4.1. Monthly Service Charges. The County shall annually establish Monthly Service Charges sufficient to cover all expenses for the ensuing Fiscal Year as identified in the Annual Budget for the Sewer System. Monthly Service Charges will be determined in view of sewer use projections for each ensuing Fiscal Year provided by Participants and on historical use data. Monthly Service Charges thus established shall be billed to Participants by the County as hereinafter provided on the basis of actual metered usage. The establishment and billing of Monthly Service Charges shall also reflect the payment of Capital Charges, when applicable.

The County shall adopt an Annual Budget for the Sewer System for each Fiscal Year in accordance with the Local Government Budget and Fiscal Control Act. Expense components of each Annual Budget shall include:

A. Operating Expense Components.

(i) Current Expenses.

(ii) An operating and maintenance reserve.

(iii) Appropriations to repair/replacement reserves for purposes of timely correction of any mechanical/physical deficiencies which arise out of normal system use or which are not correctable from insurance proceeds or other monies readily available to the County. The level of such reserves shall be based upon an annual inspection of the Sewer System and recommendations by the County's consulting engineer.

(iv) Debt Service, including such debt service reserves and other funds, accounts and reserves as may be required by instruments of debt authorization and such other amounts as may be required to comply with the covenants contained in instruments of debt authorization.

(v) An allowance for depreciation or an allowance for establishing a Capital Replacement Reserve Fund (one or the other but not both) may be included if required as a condition of debt authorization of the County. The Capital Replacement reserve Fund would be established and administered pursuant to Chapter 159, Art. 3, Part 2 of the North Carolina General Statutes. Funds generated under this section for establishment of an allowance for depreciation or a Capital Replacement Reserve Fund cannot be used for the expansion of capacity of the facilities without unanimous approval of the Participants

B. Capital Expense Components.

(i) Reimbursements of Advances for Construction due during the Fiscal Year, which are not reimbursed from Current Expenses.

(ii) Such other components regarding Sewer System development and growth as the County shall identify as being necessary or appropriate.

Notwithstanding the foregoing, Monthly Service Charges shall always be established so as to comply with Section 1.11 of the Standard Provisions of the Sewer Service Agreement or such other provisions of any Sewer Service Agreement controlling the establishment and billing of Monthly Service Charges and to comply with any documents of debt authorization.

Section 4.2. System Development Charges. The County shall collect from Participants who apply for new or expanded service after the effective date of these Rules and Regulations a System Development Charge based on the Cost of the County's West Regional Sewer Project facilities for the applicable Project existing at the time payment of the charge is due. Each System Development Charge shall equal an amount which bears the same ratio to the Cost of the West Brunswick Regional Sewer Project as the average gallons per day (gpd) of sewer capacity requested by a Participant bears to the total average gpd of sewer capacity of the Sewer System, as determined from time to time by the County's consulting engineer. Adjustments will be made to a System Development Charge if a Participant uses more sewer capacity than requested. In such cases where a Participant provides sufficient guarantee of payment, the Participant may with the consent of the County pay any System Development Charge by periodic payments upon such terms as the County deems appropriate, including interest.

Section 4.3. Connection Charges. The County shall charge each Participant a Connection Charge representing the Cost of any Ancillary Service Facilities provided by the County necessary for connection to the Sewer System (although it is the general policy of the County for Participants to pay such costs directly and perform any work necessary for connection pursuant to plans approved by the County). Ancillary Service Facilities shall include, but are not limited to, (i) the tap to the County's pipeline, and (ii) the meter installation. The County shall own Ancillary Service Facilities notwithstanding that the Cost thereof is paid by a Participant. If any Participant, following the initial service connection, requests a change in service requiring different Ancillary Service Facilities, all Cost associated with the installation of new Ancillary Services Facilities shall be paid by the Participant.

Section 4.4. Billing and Payment Dates. The County will mail each Participant a bill not later than the 5th day of each month covering sewer treatment provided during the previous month. Payment of bills is due on or before the 20th day of each month in which the bill is rendered.

ARTICLE V

Meters

Section 5.1. Sewer Service Metered. Each Participant shall be billed based on a separate meter or, if necessary and at the option of the County, through a separate battery of meters. Where a battery of meters is installed, the registrations of such meters shall be combined for billing purposes.

Section 5.2. Installation. Meters shall be furnished, installed and removed only by the County at the sole cost of the Participant, and the County shall approve the location, type and size of meter(s) to be installed. Where meters are installed upon the premises of a Participant, the Participant shall provide the County's representatives and employees free, reasonable and safe access to the same by means of a utility easement.

Section 5.3. Maintenance. Meters will be maintained by the County at its expense insofar as ordinary wear is concerned, but damage to any meter caused by the Participant's facilities, operations, negligence or carelessness or that of the Participant's own customers shall be paid by the Participant.

Section 5.4. Tests. All meters shall be accurately tested before installation. Meters will also be periodically tested in accordance with accepted practice, but not less than annually. The County may at any time remove any meter for routine tests, repairs or replacement. The County shall upon request of a Participant, and if the Participant so desires, in the Participant's presence or that of the Participant's authorized representative, make, without charge, a test of the accuracy of the meter in use, provided the meter has not been tested by the County within a period of nine (9) months previous of such request, and that the Participant will agree to abide by the results of such test in the adjustment of disputed charges. A written report of the results of the test shall be furnished to the Participant. If the test results are acceptable, based on manufacturer's specifications and the meter has been tested within the previous nine (9) month period, the Participant shall pay the cost of the test.

Section 5.5. Error. Whenever a test of a meter reveals it to have an average error of more than three percent (3%), the County shall bill or refund to the Participant, as the case may be, such percentage of the amount reflected on bills covering the consumption indicated by the meter for the previous three (3) months, as the meter was found to be in error at the time of test, unless it can be shown to the satisfaction of the County that the error found had existed for a greater or lesser period, in which case the adjustment shall cover such actual period.

ARTICLE VI

COMMITTEES

Section 6.1. Oversight Committee. There is hereby established an Oversight Committee for the Project. Each Participant including the County shall appoint one representative and one alternate representative to represent them on the committee. The Oversight Committee shall meet at least once each quarter. The cost and expenses of the Oversight Committee shall be a Current Expense. The representatives shall be entitled to elect a chairman and vice chairman. The Oversight Committee is formed for the purpose of fostering communications between the Participants and the County. The committee shall:

- (i). Review and make recommendations relating to each Annual Budget and any capital project budget relating to Improvements;
- (ii). Review quarterly and end-of-year financial reports, each annual audit and annual inspection report of the County relating to the Sewer System;
- (iii). Request additional audits, inspections and work when deemed necessary;
- (iv). Review the County's and each Participant's sewer rate structure and make recommendations as to funding of the Capital Replacement Reserve Fund to insure that the County and/or Participant(s) is capable financially of making Improvements when needed to meet the needs of Participants;
- (v). Review expansion plans of each Participant and recommend to the Participant a system of fees that will be available for use by the County when Improvements are required by virtue of the Participant's expansion plans (it is the policy of the County to encourage each Participant to establish in its respective sewer ordinance a system of impact fees that not only address expansion of the Participant's collection system but also expansions to the Sewer System required by the collection system expansion);

- (vi). Recommend amendments to the Sewer Service Agreement, these Rules and Regulations, the County Sewer Use Ordinance, or any Participant's Sewer Use Ordinance;
- (vii). Make recommendations concerning expansion of the Sewer System and/or the Participant's Service Facilities;
- (viii). Attempt to settle disputes between the County and the Participants or between Participants;
- (ix). Otherwise encourage cooperation between the Participants and the County and the success of the Sewer System;
- (x). Report its findings and recommendations to the governing body of each Participant.

Section 6.2. Technical Review Committee. There is hereby established a Technical Review Committee comprised of the Participants. Each Participant including the County shall appoint a representative to the Technical Review Committee, which representative shall be the Participant's chief wastewater operations and maintenance officer. The Technical Review Committee may elect a chairman, a vice chairman and shall meet at least once in each fiscal year. The purpose of the Technical Review Committee shall be to:

- (i). Review and evaluate construction, operation and maintenance of the Sewer System;
- (ii). Make recommendations as necessary for improvement of operation and maintenance of the Sewer System and delivery of services.

Upon adoption by a majority of the representatives on the Technical Review Committee, such recommendations shall be submitted to the County and the Oversight Committee in writing, and the County shall make appropriate response thereto in writing to the Technical Review Committee and Oversight Committee.