

Onslow Water & Sewer Authority
Board of Directors' Regular Meeting Jacksonville City Hall
Thursday, September 21, 2023
APPROVED MINUTES

CALL TO ORDER: Having a quorum, Chairman Royce Bennett called the meeting to order at 6:00 pm. Board members present included Chairman Royce Bennett, Secretary/Treasurer Pat Turner and, Directors Jerry Bittner, Richard Grant [having been sworn in prior to the meeting], Robert Warden, and Jeff Wenzel. Absent was Vice Chairman Paul Conner and Director Tim Foster

PLEDGE OF ALLEGIANCE: Director Richard Grant led the Board and audience in the Pledge of Allegiance.

INVOCATION: Pastor Josh McCord with Blue Creek Baptist Church provided the invocation.

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

1. APPROVAL OF AGENDA – Director Jerry Bittner made a motion to approve the agenda as presented. Secretary/Treasurer Pat Turner made a second. All were in favor. The agenda was approved as presented.

2. APPROVAL OF CONSENT AGENDA

[A COPY OF THE 2024 PROPOSED SCHEDULE OF BOARD OF DIRECTORS MEETINGS, FY23 BUDGET ROLLOVER TO FY24 LIST AND ASSOCIATED AMENDMENT, PROPOSED AMENDED ARTICLE V-THE PAY PLAN SECTION 14 ON-CALL & CALL BACK DUTY, CHEMICAL BID TAB-2022-2023C 6 MOS, CHEMICAL RFT FY2023, CHEMICAL BID TAB 2022-23 SALT, AND CHEMICAL RFB 2022-23 SALT MAY BE FOUND AT EXHIBIT A AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

A motion was made by Director Bob Warden to approve the consent agenda. A second was made by Director Jeff Wenzel. The motion passed unanimously. Therefore, June & July 2023 Finance Reports and May, June, and July 2023 Operations Reports were accepted, the June 15, 2023 Regular Meeting Minutes and August 7, 2023 Special Meeting Minutes were approved as presented, the 2024 Proposed Schedule of Board of Directors Meetings was approved, the FY23 to FY24 Budget Purchase Order Rollovers with associated budget amendments to fully cover the rollover purchases was approved, Article V-The Pay Plan Section 14 On-Call and Call Back Duty Up Policy Update was approved, RFB#FY2023 Chemical Contract renewal of terms for another six months and up to 2 more consecutive terms was approved and the CEO was authorized to execute the purchase contracts plus any other documents required in connection with these contracts, RFB #2022-23 Salt renewal Exercise of options to renew the terms for another year and up to 3 more consecutive terms and the CEO was authorized to execute purchase contracts plus any other documents as may be required in connection with these contracts, and uncollectable accounts in the amount of \$34,257.69 was approved to be written off.

3. BUSINESS

A. ONWASA Lead Service Line Inventory Grant Application

[A COPY OF THE LEAD SERVICE LINE INVENTORY GRANT APPLICATION RESOLUTION MAY BE FOUND AT EXHIBIT B AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on Mr. David Mohr, COO to present the item. Mr. Mohr began by saying under the US EPA's 2021 revisions to requirements regarding the

presence of lead in public water system, ONWASA is required to complete an inventory of all potable water service lines to document the pipe material used and determine if any were installed with lead piping and/or connectors with the idea to identify those so they can later be removed. He said to comply with this we have to inspect roughly 31,000 field inspections between now and October 14, 2024 adding we have done 6,000 to date. Mr. Mohr said to assist public water systems with the effort the North Carolina Department of Environmental Quality Division of Water Infrastructure has made funding available through a grant and loan process to help complete inventories and actually even do replacements. Mr. Mohr said ONWASA applied for two grants for a total of one million dollars back in June and were not successful in that regard, but the program reached out and suggested we combined the two grants into a single grant for a million dollars and submit this saying we would have a better chance of getting some funding. He said the application was completed and submitted by an August 18th deadline for consideration at the September 19th meeting of the State Water Infrastructure Authority. Mr. Mohr explained one of the items required when doing the application was a resolution in support of the application from the Board and the State allowed us to submit the application ahead of the resolution knowing that the Board wouldn't meet until after the 19th and we told them we would bring it to the Board and submit it tomorrow in order to fulfill that part of it. Mr. Mohr went on to say the Board [State Water Infrastructure Authority] met on the 19th and we were advised by a consultant assisting us with the grant that we have been selected for a million dollar grant or rather a 600,000 grant and 400,000 loan. Mr. Mohr went on to explain we have talked with grant writers who have talked to the State and we have options considering whether we accept the full amount or we accept the grant and not the loan.

Director Richard Grant asked for clarification on the amount. Mr. Mohr replied it is 400,000 grant and 600,000 loan. Director Grant then asked if it was done with contractors. Mr. Mohr replied we will probably take a two prong approach and bring on a technical engineering firm to make sure we get the inventory done correctly and use some of the money to do the inspections.

Chairman Bennett asked if we think \$400,000 will get all of the inspections done. Mr. Mohr replied he did not think so although we have not received detail pricing on that yet.

Director Bob Warden asked if it would be brought back to the Board to accept once we are formally notified of the award. Mr. Mohr said he was not sure yet but all we got was a list of the awarded and the grant writer that is helping us said we will get a document within the next 30 days that lays out the rest of the process.

Mr. Howard added he wanted to clarify it is \$600,000 in grant and \$400,00 in loan for the record so it is more grant than loan.

A motion was made by Director Jeff Wenzel to approve the Resolution in Support of the ONWASA Lead Service Line Inventory Project and authorize the Chairman of the Board of Directors to execute this document. The motion was seconded by Secretary/Treasurer Pat Turner. All were in favor, the motion passed unanimously.

B. Adoption of Amended Project Ordinances

[A COPY OF THE AMENDED PROJECT ORDINANCES AND CORRESPONDING BUDGET AMENDMENTS MAY BE FOUND AT EXHIBIT C AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]

Chairman Royce Bennett called on Mr. David Mohr to present the item. Mr. Mohr began by explaining many capital improvement projects require multiple fiscal years to complete so we establish Project Ordinances that delineate the budget for that project adding we normally update them during the annual budget process but this year we have waited a little and we have done some new estimates on projects that are active. He said he brought five project ordinances to modify the budget with most of them to establish funding for new projects or to reflect cost increases or changes in projects. Mr. Mohr said with the Building Roof Replacements and the Emergency Power System Upgrades are kind of line item CIP projects adding we do as many projects as we can with the budget. He said the Topsail Island Booster Pumping Station is a very specific project that has its own ordinance, and the Water and Sewer Operational Improvements is another line item one and the Dixon Plant Expansion is actually a grant project which we are adding some additional scope work to that we are going to fund out of the CIP.

A motion was made by Director Jerry Bittner to amend the Building Roof Replacement Project Ordinance and corresponding budget amendment. The motion was seconded by Secretary/Treasurer Pat Turner. All were in favor, the motion passed unanimously.

A motion was made by Secretary/Treasurer Pat Turner to amend the Emergency Power System Upgrades Project Ordinance and corresponding budget amendment. The motion was seconded by Director Bob Warden. All were in favor, the motion passed unanimously.

A motion was made by Secretary/Treasurer Pat Turner to amend the Topsail Island Booster Pumping Station Project Ordinance and corresponding budget amendment. The motion was seconded by Director Jeff Wenzel. All were in favor, the motion passed unanimously.

A motion was made by Secretary/Treasurer Pat Turner to amend the Water and Sewer Operational Improvements Project Ordinance and corresponding budget amendment. The motion was seconded by Director Jeff Wenzel. All were in favor, the motion passed unanimously.

A motion was made by Secretary/Treasurer Pat Turner to amend the Dixon Water Treatment Plant Expansion Ordinance and corresponding budget amendment. The motion was seconded by Director Jeff Wenzel. All were in favor, the motion passed unanimously.

C. Bond Order for Revenue Bonds for Pluris Purchase

Chairman Royce Bennett called on Authority Attorney, Mr. Chuck Kitchen, to present the item. Mr. Kitchen began by explaining the item consists of an order authorizing the sale and issuance by the Onslow Water and Sewer Authority not to exceed \$50,000,000 Combined Enterprise System Revenue Bonds, Series 2023 and authorizing the execution and delivery of certain documents in connection therewith. He went on to say the item is a bond order that allows the sale of the bonds or permits the sale of the bonds for ONWASA and in addition to the bond order you have documents attached that is a requirement that these documents be furnished to you and three in particular relate to the issuance of the bond there is a general indenture, a series indenture, bond purchase agreement, and a preliminary official statement. Mr. Kitchen explained what these do is ONWASA is going to sell a bond and then turn around and sell it or they will split it up and sell it to any number of people adding these documents all go to the sale of that bond to the underwriter and there is another document that you have that you normally do not have and its called a first amendatory trust indenture. Mr. Kitchen explained this

document amends the general indenture which controls the bond and how it is sold, paid, and redeemed and we are proposing a change in the general indenture and the main reason is a change in how the retirement system is accounted for.

Chairman Bennett said so that means there is a lien on the revenue or is it the property and the revenue. Mr. Kitchen replied just the revenue serves as the collateral. Director Warden asked why it was a requirement with the retirement and how does that affect how a bond is sold or paid back. Mr. Kitchen said he doesn't think it really does. Director Warden replied so it is more of a full disclosure saying we have obligations and the possibility that the obligations of ONWASA to the retirees could take precedents perhaps over a payment back to the bondholders. Mr. Kitchen said yes that is what it comes down to recognizing that there is another debt out there. Mr. Kitchen added as a practical matter it would be very unusual for that to come up. Director Richard Grant asked if the underwriters are actually underwriting it, are they guaranteeing or is it basically whatever they can sell? Mr. Kitchen replied what they are doing is buying the Bonds and will wire the money to us. Director Grant replied so they are underwriting them by buying. Director Grant added to the previous question I would have looked at this as the employee benefits are almost a secured interest versus unsecured interest so they would be above or at least pursue with the rest of this stuff because unless there is something that says everybody gets treated the same then he doesn't know why there would be an exception for employee retirement. Mr. Kitchen said if we ever had that happen and he can't imagine it ever happening then we would be filing bankruptcy and then it will all be controlled by bankruptcy code which pays employees first. Director Grant said that is what he is asking it is a practical matter that's what happens and it doesn't really matter what it says but you are putting the bond holders on notice that there is an obligation. Director Grant asked if we know fees or rate yet or is that going to be determined on negotiations because obviously they are going out into the market it could be real time market stuff right. Mr. Kitchen replied we do not know we have an estimate from our financial advisor. Director Grant replied that is standard you can't raise money unless you go to the market and ask them what you are getting you know look at interest rates on homes every day it is a different number. CEO, Franky Howard, added we budgeted 4.5. Director Grant asked Mr. Howard if he felt good about that. Mr. Howard said it has been a little different on the federal level the past two weeks and it could have an impact. Director Warden added it was a good summary of those probably a hundred pages or so of fine print on both sides of the paper. Mr. Kitchen said there is a lot of technical stuff and fine print but the good part is for attorneys who are reading this stuff most of it is boiler plate so it is not as bad as it looks and some things are different but it isn't different than most other transactions.

Secretary/Treasurer Pat Turner inquired in the second paragraph it is said it must be amended but the motion doesn't say that it has to be amended is that necessary? Mr. Kitchen said you are approving this by approving the Bond Order adding it is written into it.

A motion was made by Director Jerry Bittner to adopt Order authorizing the sale and issuance by the Onslow Water and Sewer Authority not to exceed \$50,000,000 Combined Enterprise System Revenue Bonds, Series 2023 and authorizing the execution and delivery of certain documents in connection therewith. The motion was seconded by Director Jeff Wenzel; All were in favor, the motion passed unanimously.

- D. Budget Ordinance Amendment for Operation of Pluris Facilities & Project Ordinance [A COPY OF THE BUDGET ORDINANCE AMENDMENT AND PLURIS ACQUISITION PROJECT ORDINANCE AND CORRESPONDING BUDGET AMENDMENT MAY BE FOUND AT EXHIBIT D AND ARE FULLY INCORPORATED HEREIN BY REFERENCE]**

Chairman Royce Bennett called on Mr. Franky Howard, CEO, to present the item and stated he would be introducing the new CFO. Mr. Howard introduced Eric Adams by saying he has been on the job about a month now and comes to us from the school system where he has about eight years with the school system as a finance officer and prior to that he was with a couple of audit firms so he has experience on both sides so we are very fortunate to have him come on board.

Mr. Howard said what we are presenting is the budget amendment to our budget ordinance. He went on to explain we did our best estimate for our operating expenses for the two plants based on staff feedback, feedback from the engineering firm that came and looked at both plants and also using the financial consultant's study as far as revenues. Mr. Howard explained it includes daily operation of all facilities including utility costs, treatment chemicals, fuel for equipment and generators, salary and benefits for the personnel that are coming on and the additional personnel that we are requesting as part of this.

Mr. Eric Adams, CFO, said as Mr. Howard stated the revenues are being projected using the consultant's revenue projections for the seven month period remaining in the fiscal year as well as the staff of the various administrative and operation departments worked to get a best estimation of expenditures for the same time period and that is where you see the amendment in revenue and appropriations. Mr. Howard said he didn't point it out the fact, but it is a unique situation because we are operating more months than we are receiving revenue for so hopefully in the next budget cycle it will all be trued up so to speak but we do have a unique situation where we have to start operating before we receive revenues because of the closing date.

Secretary/Treasurer Pat Turner asked are you going to be able to staff 17 new positions when we can't staff what we have. Mr. Howard said we have been brainstorming and HR is here representing that department but we have done pretty good as you see on the weekly reports saying after budget we started out in the 20's as far as vacancies go and we are down to 16 or less now so it is improving and we made some adjustments on the salary side and we have talked about the fact that we might have to bring back a program that we had a couple of years ago which is a sign-on bonus so we do have a line item in our budget to do those and a recruitment bonus too for our employees to help recruit so those are some tools that we might have to pull out of the toolbox to get us over that hump but we are hoping that we have staffed up enough with the budgeted positions that we are able to sort of get things going and it is unfortunate that we are not getting as many from Pluris as we had anticipated adding a lot of those employees are not there anymore saying they have had some turnover. Secretary/Treasurer Pat Turner said you are probably going to have to put a recruitment bonus and retention.

Director Jerry Bittner asked how many positions does or did Pluris have. Mr. Howard said 21 between the field and the office and we are asking for 25 adding some of that is generic positions that will help with other operational matters that we have across ONWASA and we are going to be more field heavy than we are office heavy because we have got the office staff that already exists as far as billing and other things like Customer Service.

Director Grant asked asset purchase not a company purchase what are we buying. Mr. Howard said Facilities Purchase Agreement is what we called it. Director Grant said there is a big difference in acquisitions if you are getting assets and not liabilities associated with whatever that company is like customer deposits and all that kind of stuff I am assuming it is an asset purchase correct that is the smart way to do it. He went on to say

I am assuming all your forecasts assumed that these were our employees with our benefits and our salary structure. Mr. Howard said absolutely. Director Grant said I wanted to make sure and assuming that the rates will be our rates at closing. Mr. Howard again said absolutely. Mr. Kitchen said in the System Purchase Agreement there is a list of contracts we are assuming, and we are not assuming any other contracts which they might have. Director Grant said he has been through too many of these and the golden rule is it is never what you think it is going to be.

Director Grant asked if there were any customer deposits, do they have money? Mr. Kitchen replied yes and we are getting those customer deposits. Director Grant said so in theory you will get some cash in it just wouldn't be revenue from your sale of your products it is basically an escrow account effectively. Mr. Kitchen said yeah with the customer deposits from what I can tell it looks like Pluris was holding them longer than we do. Mr. Kitchen said he doesn't see a real benefit to the customer deposits because you have to account for it and people have to get the money back some way. Mr. Howard said the difference here is that some of these are already our customers on the water side so we are just adding services to their accounts and we are having to figure out how we do a partial month billing because it is falling between two billing cycles. Director Grant said actually Franky you are doing a cash forecast that takes into account money you will need for returning deposits and all that so as long as you guys are comfortable with that I am comfortable with it.

A motion was made by Secretary/Treasurer Pat Turner to adopt the Budget Ordinance Amendment, and to authorize the Chief Executive Officer to execute any additional documents as required in connection with this action. A second was made by Director Bob Warden. All were in favor, the motion passed unanimously.

A motion was made by Secretary/Treasurer Pat Turner to adopt the Pluris Acquisition Project Ordinance and the corresponding budget amendment, and to authorize the Chief Executive Officer to execute any additional documents as required in connection with this action. A second was made by Director Jerry Bittner. All were in favor the motion passed unanimously.

4. PUBLIC COMMENT

There were no members of the public wishing to comment.

5. CHIEF EXECUTIVE OFFICER COMMENTS

Chairman Bennett called on CEO, Franky Howard, to provide comments. Mr. Howard began by discussing the preparations made by staff in anticipation of the potential storm in the forecast. He shared that he has been told by our State Representatives that the proposed State budget contains 5 million for ONWASA earmarked for the Northwest Wastewater Treatment Plant funding gap due to the issues with the FEMA claim that turned into a fixed cost verses a reimbursement. Mr. Howard explained that is in addition to the 10 million we received in the last budget which we are working with the State to help fund actually the connecting part of the Pluris and ONWASA Wastewater Treatment Systems because that was originally for building the plant that we are no longer working towards but will help us with the cost to connect the two systems together. He said we have now completed two timber management plans completed for both the Wachovia Tract and now for the Northwest Wastewater Treatment Plant and added this past budget we were fortunate to bring in \$600,000 in alternative revenue from timber sales. Mr. Howard said we are working towards finalizing the audit and we hopefully will be done by at least our grace period date but the goal is obviously to be done by October 31st as it states in our contract, so we know we have to pick up some time where we lost time due

to the transition and staffing changes explaining having new auditors the first year is always challenging because they basically have to do two years to catch up. Mr. Howard said Dawn [Taylor] is here tonight and has been pivotal in that project.

Chairman Royce Bennett asked if there was any chance we would ever finish with the Northwest Project. Mr. Howard said Northwest has been a very challenging project and unfortunately weather earlier in the year caused delays with the concrete work but we are being told that hopefully by the end of this calendar year December time frame is when those buildings will be done. He explained the electrical building is done and everything is switched over to the new electrical building so that is a good thing. Mr. Mohr, PE, said in the last two weeks we have been able to communicate from the office to the plant for the first time since the storm event so five years. He added the steel shell building is being erected right now so it is starting to look like buildings finally. Mr. Howard added that is where some of the issues came in with this project it was not a typical FEMA project where you go in and replace what you already had we did a hazard mitigation project so we raised equipment and we built this floodproof building and put in flood gates up to protect equipment. Chairman Bennett said we will be more resilient.

6 BOARD OF DIRECTOR'S COMMENTS

Director Jeff Wenzel thanked Franky for periodically coming to Holly Ridge Town Council meetings and providing updates to our citizens and to our Board adding that is just not something that has happened in the past and so just thankful for you doing that and said they are looking forward to having him at the next meeting in October. Director Wenzel said one of the things he would like to hear is what the connection plan is between Pluris and ONWASA Sewer. He said there is a lot of interest in the Summerhouse area and capacity issues. He went on to thank Franky for what he does for leading the company and to the whole staff. He welcomed Eric.

Director Richard Grant thanked Mr. Howard for coming and meeting with the Town of North Topsail Beach as well and thanked Mr. Howard and staff for making him feel welcomed.

Secretary/Treasurer Pat Turner thanked Mr. Howard and staff for all they have done for the Pluris project and expressed it was a huge undertaking and took the whole team to do this including the Board but it has been remarkable to get to this point.

Director Bob Warden welcomed Mr. Adams to the team and said he hopes he enjoys his tenure here and also hopes he will be able to make some good changes and bring some good stuff to the financial side and expressed appreciation for being here. He went on to thank the ONWASA staff for what they are doing to address the growth in the Stump Sound area saying people want to come to North Carolina and we have to be ready for them adding you all are doing a good job.

Director Jerry Bittner said he would like to echo Bob's comments.

Chairman Bennett said he agrees with everything that has been said and wanted to thank everyone especially for jumping on the water and sewer leaks in the last few weeks saying we appreciate you guys for being on top of that stuff.

A motion was made by Secretary/Treasurer Pat Turner to adjourn the meeting. The motion was seconded by Director Jeff Wenzel. All were in favor.

The meeting was adjourned at 6:44 pm.

The minutes were approved on November 16, 2023.



Michael Royce Bennett, Chairman

ATTEST:

Heather Norris, Clerk



Personnel Policy

Article V The Pay Plan

Section 14 On-Call & Call Back Duty

Adopted March 21, 2019 Revision -

On-Call & Call Back Duty

Due to the nature of its business, ONWASA provides continuous twenty-four (24) hour a day, seven days a week service to its customers. Therefore, it is necessary for certain employees to respond to any reasonable request for duty at any hour of the day or night. One of the conditions of employment with ONWASA is the acceptance of the responsibility for continuous service, in accordance with the nature of each job position. If an employee fails to respond to reasonable calls for emergency service, either special or routine, the employee shall be subject to disciplinary actions up to and including dismissal.

Responsibility of the Employee

1. An employee scheduled for on-call duty must respond to a call from the System Control Center or department supervisor with a return phone call within fifteen (15) minutes.
2. When scheduled for on-call duty and called to report to work, the employee is expected to arrive at the designated work site within a reasonable period of time as established by the work section's supervisor, based on the operational responsibilities of the work section. Required response time will typically not be less than thirty (30) minutes, nor more than two (2) hours. If for any reason an employee cannot be on site within the amount of time designated for that employee's work section, the employee must notify the System Control Center and provide a reason, so the System Control Center can document the reason in the logbook.
3. To ensure the proper recording of time worked, employees must follow the timekeeping reporting:
 - a. Step 1: Notify the System Control Center and report the time of departure from the home.
 - b. Step 2: Notify the System Control Center and report the time of arrival at the worksite.
 - c. Step 3: Notify the System Control Center and report the time of departure from the worksite, if moving to another call; otherwise, call the System Control Center and report time of arrival home.
 - d. Employee must report to the System Control Center both arrival and departure times for each separate worksite.
4. Employees must report fit for duty (not under the influence of any substance that may impair judgement and ability to perform work tasks safely).

Personnel Policy

Article V The Pay Plan

Section 14 On-Call & Call Back Duty

Adopted March 21, 2019 Revision -



5. In some instances, due to the nature of the emergency and for other reasons, ONWASA may have to call back employees to respond to emergency situations when the employee is not on the on-call schedule. Employees who are called back are expected to arrive at the designated work site within a reasonable period of time as established by the work section's supervisor, based on the operational responsibilities of the work section.
6. All on-call and call back time should be properly recorded and documented as per *Article III, Section 8 – Timekeeping Requirements and Guidelines*.
7. If unable to work the on-call schedule, arrange for a replacement with the Supervisor.
8. Failure to follow any of the above requirements may result in disciplinary action up to and including dismissal.

Responsibility of the Supervisor/Department Director

1. Provide an advance on-call schedule to notify employees of daily on-call duty.
2. Approve On-Call time on time sheet for compensation.

Compensation for Call Back Duty

1. A primary scheduled on-call person approved by the Supervisor/Department Head will receive a stipend of \$15.00 per day as compensation for being on-call.
2. Non-Exempt/hourly employees who are on-call during normal off-duty hours are also entitled to compensation for time they actually perform work in response to a call-in as established in *Article V The Pay Plan, Section 9 Overtime Pay*.

Stand-in On-Call

If the primary on-call person cannot be contacted within 30 minutes of the first attempt, the \$15.00 on-call daily stipend will be forfeited, and the employee may be subject to disciplinary action. If the primary on-call person does not respond or is unable to perform on-call duties, the back-up on-call person will stand-in as the primary on-call person and will be paid the above established amounts.

Back-up On-Call

If it is determined that a problem is too serious for one individual or crew to deal with or the caseload is unmanageable for one person or one crew, a back-up-on-call employee or crew may be called.

Personnel Policy

Article V The Pay Plan

Section 14 On-Call & Call Back Duty

Adopted March 21, 2019 Revision -



The back-up on-call employee or crew may be called in an emergency but will not receive the \$15.00 per day on call pay. Instead, the employee will be compensated as established in *Article V The Pay Plan, Section 9 Overtime Pay*.

Exceptions

Call back provisions will not apply to previously scheduled overtime work. For example, when a section has regularly scheduled extended hours beyond a regular eight (8) hour shift and regularly requires one or more employees to work those extended hours in order to cover the shift, the employee who works those regular hours in addition to their regular eight (8) hour day is not eligible for additional call back compensation. The employee is eligible for overtime if the actual hours worked within the work week exceed forty (40) hours.

The CEO may make exceptions to this article when deemed necessary for the continuity of ONWASA services and due to budgetary requirements, while maintaining compliance with the Fair Labor Standards Act.



Proposed 2024 ONWASA BOARD OF DIRECTORS SCHEDULE OF REGULAR MEETINGS

All Board of Directors Regular Meetings shall be held at Jacksonville City Hall, 815 New Bridge Street Jacksonville, 6:00 PM unless otherwise advertised.

Thursday, January 18, 2024

Thursday, March 21, 2024

Thursday, May 16, 2024

Thursday, June 20, 2024

Thursday, September 19, 2024

Thursday, November 21, 2024

Approved the ___th day of SEPTEMBER 2023.

CHEMICAL BID TABULATION

RFB# FY 2023 CHEMICALS

BIDDER	LIQUID SODIUM HYPOCHLORITE (Bleach) 12.5% Mini Bulk delivery by pumper truck	LIQUIFIED HYDROFLUOROSILLIC ACID delivered mini bulk by pumper truck	ORTHOPHOSPHATE delivered mini bulk by tank wagon or straight truck	POTASSIUM PERMANGANATE delivered in 5lb buckets
Water Guard	2.9900	5.0800	12.7500	No Bid
Shannon Chemical	No Bid	No Bid	12.8700	6.2700
Carus LLC	No Bid	No Bid	No Bid	2.9700

Present:

Seth Brown, ONWASA

Mark Young, ONWASA

Ryan Pierce, ONWASA

CHEMICAL BID TABULATION (BID # 2022-23 Salt) July 28, 2022 - 2:00pm	
BIDDER	SALT - INDUSTRIAL SOLAR BULK
Cargill	\$168 per ton
Morton Salt	Non-Responsive

Present:

Seth Brown, Treatment Facilities Administrator

Tiffany Riggs, CFO



O: 910.937.7545

onwasa.com

228 Georgetown Rd
Jacksonville, NC 28540

REQUEST FOR BID
TITLE:

**VARIOUS CHEMICALS OR MATERIALS
RFB # 2022-23 Salt**

Date of Issue: July 14, 2022

Bids Due: July 28, 2022

For more information contact:
Tiffany Riggs
ONWASA Chief Financial Officer
228 Georgetown Road
Jacksonville, North Carolina 28540
Phone (910) 937-7545

Onslow Water & Sewer Authority
Various Chemicals or Materials RFB 2022-23C Salt

Instructions for Bidders

Bids will be received by Onslow Water & Sewer Authority (hereinafter referred to as ONWASA), to provide Various Chemicals or Materials as specified in this Request for Bids (hereinafter referred to as RFB) until **2:00 pm on July 28, 2022** at the ONWASA, 228 Georgetown Road, Jacksonville NC 28540.

Bids must be submitted showing unit prices for chemicals or materials delivered and unloaded without assistance to ONWASA's various locations as stated on the Bid Quotation Form (Exhibit 1) which is included as part of this RFB Package. Delivery cost must be included in the prices quoted and should include all costs associated with delivery as ONWASA will not pay any additional fuel service charges, lift gate or delivery charges.

All bids shall be valid for a period of 90 days pending award of contract or ONWASA Board of Directors' approval.

Quoted price should not include any sales or use tax but should only reflect the actual price of the delivered chemical or material.

All bids shall be notarized. Bidders responding to this RFB are hereby notified that North Carolina General Statutes, relating to licensing of contractors, will be observed in receiving bids and awarding contracts. Bid, Performance, nor Payment Bonds are required for this RFB.

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

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

INFORMATION FOR BIDDERS

1. SPECIFICATION INFORMATION

ONWASA seeks to contract with qualified chemical companies to provide various chemicals or materials at an established price from August 1, 2022 through July 31, 2023.

Questions concerning bid requirements or specifications should be directed to the ONWASA Chief Financial Officer, Tiffany Riggs, 228 Georgetown Road, Jacksonville, NC 28540. Telephone number is (910) 937-7545. All changes in specifications shall be in writing in the form of an addendum and published on www.onwasa.com. Verbal information obtained will not be considered in awarding of bids. No changes to specifications will be permitted within five (5) days prior to the bid opening.

All chemicals or materials must meet or exceed the requirements of American National Standards Institute/National Sanitation Foundation (ANSI/NFS) Standard (STD) 60 and 61 and the recommendations of the American Water Works Association (AWWA).

TEMPORARY CONTRACT EXTENSION

ONWASA reserves the option to temporarily extend any pricing resulting from this request for bid or any subsequent renewal for an additional sixty (60) calendar days from its expiration date for any reason. Rates charged during this extension period shall be the same as charged in the original term pricing.

TRADE OR BRAND NAME

The names of a certain brand, make or definite specifications are to denote a quality standard of the chemical or material required but does not restrict Bidders to the specific brand, make or manufacturer name. It is to set forth and convey to the prospective Bidders the general style, type of character and quality of the chemical or material desired.

HAZARDOUS MATERIALS

Any chemical or material required by this bid that is deemed hazardous will be packaged, marked and shipped by the Bidder to comply with all present and future federal, state and local regulations and will further comply with any special company or manufacturer's requirements. Safety Data Sheets (SDS) are to be delivered with the materials to their destination facility.

SAFETY AND HEALTH DEVICE

All chemicals or materials proposed shall meet or exceed the requirements for chemicals or materials as set forth by the North Carolina Department of Environment and Natural Resources (NCDENR). Chemicals and materials shall also conform to applicable standards of all national regulations.

DELIVERY COMPLETION REQUIREMENT

Guaranteed delivery date may be considered in making the award. Any Bidder who submits a bid on these specifications agrees to accept our purchase order and agrees to guarantee complete delivery within four (4) days of the order date, or as otherwise specified. If Bidder feels he/she cannot meet requested delivery or completion date, he/she shall so state and give revised time frame with bid.

Deliveries will be accepted from 8:30 AM through 4:30 PM, Monday through Friday, with the exception of North Carolina designated holidays, when no deliveries will be accepted.

No chemicals or materials shall be delivered unless witnessed by appropriate plant personnel. Upon discovery of any delivered chemical or material that does not meet ONWASA’s minimum specifications, such chemicals or materials shall be immediately removed from the site by the Bidder and replaced with a chemical or material meeting the minimum standards.

All deliveries will be unloaded without the assistance of ONWASA personnel. Deliveries that arrive at ONWASA facilities without proper equipment necessary for unloading will be refused. All costs associated with repeat deliveries will be the responsibility of the Bidder.

All merchandise must be shipped prepaid and shall be delivered F.O.B. destination to the following locations:

Location	Street Address	City, State	Zip Code
Hubert Water Treatment Plant	374 Hubert Blvd.	Hubert, NC	28539
Dixon Water Treatment Plant	6661 Wilmington Hwy	Jacksonville, NC	28540

If chemicals or materials are delivered to an address other than the address reflected on the purchase order, ONWASA refuses any and all responsibility for losses and damages. No C.O.D. deliveries will be accepted.

CANCELLATION

ONWASA reserves the right to refuse all chemicals or materials and to cancel all or any part of the contract if seller fails to meet delivery and performance standards or any other contractual obligations.

INSPECTIONS

ONWASA reserves the right to inspect all chemicals and materials furnished for conformity with the specifications on order. The right is reserved to reject and return inferior chemicals and materials at Bidder’s expense. Bidder will be responsible for any restocking fees and risk associated with any unacceptable shipment.

RISK OF LOSS

All risk of loss concerning the chemical shall remain with the Bidder until the chemicals are delivered to ONWASA on the acceptance date. After ownership passes to ONWASA and chemicals and materials are in conformity with the specifications, ONWASA shall bear all risk of loss concerning the chemical.

ALTERNATIVE BIDS

The Bidder must include, with their bid, detailed specifications of the chemical(s) or material(s) proposed to be furnished. If the chemical(s) or material(s) offered differs from the provisions contained in these specifications, such difference must be explained in detail. Any alternate substitute chemical or material proposed by the Bidder shall include information, which is satisfactory to ONWASA, of the equivalence in quality of the substitute item. SDS for each item must be included.

2. ESTIMATED QUANTITIES

The estimated annual quantity listed on the Bid Quotation Form (Exhibit1) is based upon projected amounts. ONWASA does not guarantee a minimum quantity of any chemical(s) or material(s) to be purchased.

3. TERMS AND RENEWALS

All pricing quoted in this RFB will be for an initial term of twelve (12) months. Bidder is obligated to the quoted prices for the full twelve (12) month term. Pricing becomes effective on August 1 2022 and will run through July 31, 2023 with an option to renew on a yearly basis, for up to four (4) consecutive years. Individual chemicals will be awarded separately to the low bidder upon approval by the ONWASA Board of Directors.

Chemical or material purchases shall cease at the end of any fiscal year if the governing body does not appropriate sufficient funds to cover the estimated annual chemical or material costs, as determined by ONWASA's budget for the fiscal year in question.

ONWASA objects to and will not evaluate or consider any additional terms and conditions submitted with a Bidder's response outside of ONWASA's Purchase Contract Language (Exhibit 3). This applies to any response appearing in or attached to the document as part of the Bidder's response. Do not attach any additional terms and conditions.

4. SUBMITTAL OF BIDS

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

Onslow Water and Sewer Authority
RFB # 2022-23 Salt
Tiffany Riggs, Chief Financial Officer
228 Georgetown Road
Jacksonville NC 28540

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

Bids should be submitted using the Bid Quotation Form (Exhibit 1) provided in the Request for Bids and will remain constant for the initial 12-month term.

5. BID ADMINISTRATION

Employees at the ONWASA facilities will be designated as authorized representatives of ONWASA. However, they are not authorized to amend or interpret the specific terms, conditions or provisions outlined in this RFB, ONWASA'S Purchase Contract Language and the subsequent purchase order. Any questions regarding the RFB or Bidder responsibilities must be submitted in writing at least ten (10) days prior to the submittal date for bids and directed to the ONWASA Chief Financial Officer.

6. ADDENDA

Any addendum issued prior to the date set forth for bid submittal shall be covered in the bid and shall be made part of the contract. It is the responsibility of the Bidders to be aware of information issued in the form of addendum. Receipt of any and all addenda issued shall be acknowledged by Bidders.

7. INTERPRETATION OF DOCUMENTS

If any Bidder contemplating submitting a bid is in doubt as to the true meaning of any part of this RFB or finds discrepancies or omissions in the RFB, they may submit a request for an interpretation or correction to ONWASA's Chief . Any interpretation or correction of the documents will be made only by addendum duly issued and a copy of such addendum will be posted on ONWASA's website. ONWASA will not be responsible for any other explanations or interpretations of the documents. Receipt of addenda shall be acknowledged on the Bid Quotation Form (Exhibit 1).

8. WITHDRAWAL OF BID

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

9. AWARD OR REJECTION OF BIDS

ONWASA will award to the lowest responsive, responsible Bidder whose bid, in ONWASA's opinion; best complies with the criteria outlined in this RFB taking into consideration price, quality and past performance. Verbal notification of the award is not considered a viable mode of notification and therefore will not be recognized as an official notification.

ONWASA reserves the right to accept or reject any or all bids if it is deemed best for the public good, and to waive any informality in the bids received. ONWASA will notify the successful Bidder(s) in writing after the award has been made. After August 1,2022 a purchase order will be issued to the selected Bidder(s) for the specific chemical or material that was awarded to them. This purchase order number must be written on all invoices.

10. ISSUANCE OF CONTRACT

ONWASA's standard terms and conditions for purchase of goods and materials is provided in ONWASA's Purchase Contract Language (Exhibit 3) each selected Bidder will

be required to enter into a Purchase Contract with ONWASA for the specific chemical or material that was awarded to them.

11. PAYMENT

It is the desire of ONWASA to pay promptly. It is the Bidder's responsibility to submit invoices directly to the Finance Department, Onslow Water & Sewer Authority 228 Georgetown Rd Jacksonville NC 28540 in order to ensure prompt payment. Bidders must complete the attached Vendor Application Form (Exhibit 2) when submitting bids.

Invoices shall include purchase order number, description of chemical or material, quantities, unit price, extended price, state and local taxes, and date of delivery. All freight charges are borne by the Bidder unless otherwise specified in the bid. Purchase order numbers must be listed on all shipping labels.

Invoices exceeding the limits established by the contract and purchase order, and/or for chemicals or materials not qualifying under its specifications as ordered are not subject to payment.

Partial payments may be authorized and made upon properly executed invoices of delivered chemicals or materials unless otherwise stated in the bid. Final payment will be made when chemicals or materials have been fully delivered and accepted.

12. E-VERIFY/IRAN DIVESTMENT

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

Exhibit 1
Bid Quotation Form
Prices to be In Effect from 8/1/2022– 7/31/2023

PRODUCT:

SALT - INDUSTRIAL SOLAR BULK delivered by pneumatic truckload into holding tanks

Delivered to: Hubert WTP and Dixon WTP

Estimated Annual Quantity – 3,900 tons

Price per ton _____

Quantities and locations are subject to change.

Note: Delivery charge must be included in price and all chemicals or materials must be delivered and unloaded unassisted.

Addendum No. _____ Date Received _____ Signature: _____

Addendum No. _____ Date Received _____ Signature: _____

By signing this Bid Quotation Form the undersigned agrees that:

A. The undersigned will provide all necessary tools, machinery, apparatus and all means necessary to complete each delivery unassisted by plant personnel and in accordance with industry standards.

B. The bid does not include applicable North Carolina Sales and/or Use Tax.

C. The undersigned acknowledges that it is the intention of ONWASA to award contract(s) on the basis of bids received and in such a manner as they may believe to be in the best interest of ONWASA.

D. The undersigned hereby certifies that this bid is made in good faith and without collusion or connection with any other person bidding on this proposal and that no official or employee of Onslow Water & Sewer Authority will be admitted to any share of part of the contract or any benefit therefrom if the contract is awarded to this company.

Full signature of authorized bidder representative

Full title of representative

Acknowledged before me, a Notary Public in and for the State of _____, County of

_____ this _____ day of _____, year _____ by the above named.

My Commission expires: _____

Notary Public

Exhibit 2

Onslow Water & Sewer Authority

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

Name (as reported on your income tax return) _____

Business Name _____ Vendor# _____ (to be assigned)

Federal ID# _____ or SS# _____

Check one of the following:

Corporation Sole Proprietorship Partnership Other _____

Street _____

Street _____

PO Box _____

PO Box _____

City _____

City _____

State _____

State _____

Zip Code _____

Zip Code _____

Contact Person _____

Contact Person _____

Phone Number _____

Phone Number _____

Fax Number _____

Fax Number _____

Terms _____

Discount _____

E-Mail Address _____

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

Are you a minority business enterprise? Yes No

If you answered yes, please check the appropriate box:

African American

Hispanic

Asian American

American Indian

Female

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

Product(s) and/or Service(s)

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

Signature: _____

Title: _____

Onslow Water & Sewer Authority
Finance Office
228 Georgetown Road
Jacksonville, NC 28540
Fax (910) 455-2504
Relationship Vendor Form

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

Vendor Information:

Name: _____

Address: _____

Related ONWASA employee: _____

Relationship to employee: _____

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

Vendor Signature

Date

ONWASA Employee Signature

Date

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

Department Head

Date

Finance Officer

Date

Exhibit 3
ONWASA'S Purchase Contract Language

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

ONWASA and Seller agree as set forth below:

The Request for Bids for Various Chemicals and Materials (RFB# 2022-23 Salt) dated July 14, 2022, is attached to, and hereby incorporated into, and made part of this Contract by reference ("the Purchase"). Each reference to this Contract shall be deemed to include all Exhibits. Any conflict between language in the RFB and language in the main body of this Contract shall be resolved in favor of the main body of this Contract.

Contract is for a term of twelve (12) months. Seller is bound to the quoted prices for the full twelve (12) month term.

ARTICLE 1
GENERAL

- 1.1 Seller represents and maintains that it has the necessary qualifications and expertise to assume the responsibilities and render the services described herein and has the requisite corporate authority and licenses required by law.
- 1.2 The Seller and its employees shall provide all labor and materials needed to perform and execute the Purchase as set forth in the Bid Quotation Form (Exhibit 1, RFB # 2022-23 Salt) in the Request for Bids in accordance with Articles 2 and 3 of this Contract. No Purchase shall be fulfilled or delivered without the issuance of a purchase order to Seller.
- 1.3 Seller shall exercise reasonable care and skill as might be expected from similarly situated professionals providing goods or materials of the kind required under this contract at the time and the place where said goods or materials are delivered. The staff of the Seller shall possess the experience, knowledge and character necessary to qualify them to perform these particular duties to which they are assigned.
- 1.4 Seller's goods or materials shall be delivered as expeditiously as necessary for the orderly progress of the Purchase.
- 1.5 Seller and ONWASA acknowledge that the Bid Quotation Form (Exhibit 1, RFB # 2022-23 Salt) within the Request for Bids may not delineate every detail and minor Purchase task required to be performed by Seller to complete the Purchase. If during the performance of the Purchase authorized by this Contract, Seller determines that goods or materials outside the level of those originally anticipated are required, Seller shall notify ONWASA's designated representative in writing and obtain ONWASA approval before proceeding with the Purchase.
- 1.6 Upon mutual written agreement, the Purchase described in the Bid Quotation may be modified upon negotiated additional goods or materials, compensation, time of performance

and other matters related to the Purchase. If ONWASA and the Seller cannot contractually agree, ONWASA shall have the right to immediately terminate the contract at no cost to ONWASA and to procure goods or materials from another source.

- 1.7 Seller shall coordinate with ONWASA's designated representative prior to and during the duration of the Contract.

ARTICLE 2

SELLER'S RESPONSIBILITIES

- 2.1 Seller agrees to immediately correct any incomplete, inaccurate or defective goods or materials at no further cost to ONWASA.
- 2.2 Seller agrees that it shall be responsible for the proper custody and care of any property furnished for use in connection with the performance of the Purchase and will reimburse ONWASA for loss or damage to such property.
- 2.3 Seller shall be solely responsible for initiating and maintaining all safety precautions in connection with the Purchase provided under this Contract. Seller shall comply with all applicable laws and regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. All damage, injury, or loss to any property caused, directly or indirectly, in whole or in part, by the Seller, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Purchase, or anyone for whose acts for any of them may be liable, shall be remedied by the Seller.
- 2.4 Except as otherwise required for the safety or protection of persons or property at the site or adjacent thereto, all purchases delivered at the site shall be during the hours of 8:30 AM through 4:30 PM, Monday through Friday, with the exception of North Carolina designated holidays when no deliveries will take place.
- 2.5 The Seller shall give all notices required by and shall comply with all laws and regulations applicable to the performance of the contract. If the Seller delivers any good or material knowing or having reason to know that it is contrary to laws or regulations, the Seller shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of Sellers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Purchase.
- 2.6 Seller shall maintain all records, documents, notes, and financial information related to performance of the Purchase in accordance with generally accepted accounting principles and practices and shall provide ONWASA access to such information if requested. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by Seller under this Contract shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of ONWASA.

ARTICLE 3

ONWASA'S RESPONSIBILITIES

- 3.1 ONWASA shall provide Seller with all criteria and full information as to ONWASA's requirements for the Purchase, including objectives and constraints.

- 3.2 The timely provision of all available information, data, reports and records to which ONWASA has access and which are needed by the Seller for the delivery of goods or materials.
- 3.3 ONWASA will respond within a reasonable time to the Seller's requests for written decisions or determinations pertaining to the subject of the Seller's goods or materials.
- 3.4 ONWASA will give prompt written notice to the Seller whenever ONWASA becomes aware of any event, occurrence, condition, or circumstance which may substantially affect the Seller's delivery of goods or materials under this Contract.
- 3.5 ONWASA shall designate a representative authorized to act on its behalf with respect to the Purchase. The authorized representative shall communicate decisions pertaining to documents submitted by the Seller in order to avoid unreasonable delay in the orderly and sequential progress of the Purchase.
- 3.6 Prompt notice shall be given by ONWASA to the Seller if ONWASA becomes aware of any fault or defect in the Purchase or nonconformance with the Contract Documents.

ARTICLE 4 **PAYMENTS TO THE SELLER**

- 4.1 ONWASA hereby agrees to pay to the Seller in lawful money of the United States for the faithful performance of the Purchase in accordance with the quoted prices as set forth in the Bid Quotation Form (Exhibit 1, RFB # 2022-23 Salt), for each delivered good or material, subject to additions and deductions as provided in the Contract Documents. A purchase order will be issued for any contract purchase approved by ONWASA. It shall be understood that issuance of a purchase order does not supersede ONWASA's Purchase Contract Language (RFB # 2022-23 Salt).
- 4.2 Seller shall invoice for Purchase satisfactorily delivered. Invoices shall include, purchase order number, description of chemical(s) or materials(s), quantities, unit price, extended price, freight, state and local taxes and date of delivery.
- 4.3 ONWASA may withhold payments if the Purchase of the Seller is defective, if the Seller fails to diligently pursue the Purchase with reasonable dispatch, or if the amount requested is not consistent with the level of Purchase provided.
- 4.4 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. Service charges and/or interest will not be accrued to any outstanding or overdue amounts.
- 4.5 Unless otherwise stated herein, payments are due and payable thirty (30) days from the date of the Seller's invoice.

ARTICLE 5 **TERMINATION, SUSPENSION OR ABANDONMENT**

- 5.1 Seller acknowledges that ONWASA is a governmental entity, and the Contract validity is based upon the availability of public funding under the authority of its statutory mandate. In the event public funds are not appropriated for the performance of ONWASA's

obligations under this Contract, then this Contract shall automatically expire without penalty to ONWASA.

- 5.2 This Contract may be terminated by either party upon, not less than seven (7) days, written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination.
- 5.3 In the event of termination, not the fault of the Seller, the Seller shall be compensated for services performed prior to termination, together with reimbursable expenses (as determined by ONWASA) then due. This shall be the exclusive remedy for termination.
- 5.4 ONWASA shall have no liability to the Seller for any delay or damage caused the Seller due to suspension of the Purchase, or due to any other delay, interruption, hindrance, or interference.
- 5.5 If termination or suspension of Purchase occurs, Seller shall terminate or suspend delivery of the goods or materials on a schedule acceptable to ONWASA.
- 5.6 In the event of noncompliance of any term or terms of this contract by the Seller, ONWASA may, at its sole discretion, declare the Seller in default and terminate this contract with not less than seven days written notice. Should ONWASA terminate this contract due to the default of the Seller, ONWASA may in addition to its other rights contract with any other party to fulfill the Seller's obligations hereunder. The Seller shall be liable for any increase in cost borne by ONWASA due to the default. This shall in no way limit ONWASA's right to collect any other damages, whether legal or equitable, due to the default of the Seller.
- 5.7 Force Majeure: In the event that either party is unable to perform any of its obligations under this Contract, or to enjoy any of its benefits because of any event which is unavoidable and beyond the control of the defaulting party, including, but not restricted to, a labor stoppage, strike action or unrest, a judicial or governmental decree, regulation or other direction not the fault of the party who has been affected, the threat or initiation of any legal action, communication line failure, power failure and any natural disaster or Act of God, the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, this Contract shall be immediately suspended. If the period of non-performance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, ONWASA may, by giving written notice, terminate this Contract.

ARTICLE 6

OTHER CONDITIONS OR SERVICES

- 6.1 The terms of this contract shall control over any conflicting terms in any referenced document.
- 6.2 If any provision of the Contract shall be held illegal, invalid, or unenforceable, in whole or in part, such provision shall be modified to the minimum extent necessary to make it legal, valid, and enforceable and the remaining provisions shall not be affected.
- 6.3 To the fullest extent permitted by laws and regulations, Seller shall indemnify and hold harmless ONWASA and the officers, directors, partners, employees, agents and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees

and charges of Sellers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the Contract or the Purchase, including the loss of use resulting therefrom and breach of any of the successful bidder's warranties, but only to the extent caused by any negligent, reckless or intentional act or omission of Seller, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Purchase or anyone for whose acts any of them may be liable or arising out of Seller's breach of this Contract.

Indemnification responsibilities created by this section shall survive and be enforceable after the contract between ONWASA and the successful bidder terminates or expires. The Seller shall pay for the defense of any and all suits and assume all liability for any and all claims made against ONWASA or any of its officials or agents for the use of any patented process, device or article forming a part of the articles, equipment, goods or materials furnished under this Contract.

- 6.4 This Contract shall be governed by the law of the State of North Carolina. All actions relating in any way to this Contract shall be brought in the General Court of Justice in the County of Onslow and the State of North Carolina.
- 6.5 ONWASA and the Seller, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither ONWASA nor Seller shall assign this Contract without the written consent of the other.
- 6.6 This Contract represents the entire and integrated agreement between ONWASA and Seller and supersedes all prior negotiations, representations or agreements, either written or oral. This Contract may be amended only by written instrument signed by both ONWASA and Seller.
- 6.7 The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 6.8 Nondiscrimination Clause: No person in the United States shall on the ground of age, race, color, national origin, gender, or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds available under this Contract.
- 6.9 Minority and Female Business Enterprise: ONWASA encourages participation from Minority and Women Business Enterprise (MWBE).
- 6.10 Except as otherwise required or provided in the Bid Quotation, Seller will not meet or confer with any member of any federal, state or local regulatory agency concerning the goods or materials without obtaining the prior consent of ONWASA.
- 6.11 All notices which may be required by this Contract or any rule of law shall be effective when received by certified mail sent to the following addresses:

ONSLOW WATER & SEWER AUTHORITY
Attn: Tiffany Riggs
228 Georgetown Road
Jacksonville, NC 28540

Seller's Name _____
Attn: Name _____
Street Address _____
City, State and Zip _____

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

SELLER

ATTEST:

By: _____

By: _____

Print Name/Title: _____

Print Name/Title: _____

(SEAL)

ONSLOW WATER & SEWER AUTHORITY

ATTEST:

By: _____

By: _____

Executive Director/CEO

Clerk to the Board

(SEAL)

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

Finance Officer

**Exhibit 4
E-VERIFY AFFIDAVIT**

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

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

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

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

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

This _____ day of _____, _____.

Signature of Affiant

Print or Type Name: _____

State of _____ County of _____

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

day of _____, _____.

My Commission Expires:

Notary Public

(Affix Official/Notarial Seal)

Purchase Order Rollover FY2023 to FY2024

Vendor Name	PO#	PO Date	Amount	Description
Krueger International, Inc	11978	6/2/2023	\$17,789.42	(2) Cubicles for Finance
Utilitech Inc	10554	4/21/2022	\$66,390.00	Replace SSMH-000867 on Halls Creek Line
Utilitech Inc	10769	6/30/2022	\$24,000.00	Refurbished generator trailer
Xylem Dewatering Solutions, Inc	11937	5/12/2023	\$59,772.62	Permanent bypass pump for Jenkins Pump Station
BPA Pumps, Inc	11961	5/23/2023	\$38,125.00	Well Point System
Sanders Ford Inc	9612	11/17/2022	\$11,511.53	New crew trucks
NCDMV	10763	6/30/2022	\$5,000.00	Tags and Tax for new truck
Mobile Communications America, Inc	10765	6/30/2022	\$2,384.00	Radio and strobes for new truck
Mobile Communications America, Inc	10418	3/11/2022	\$4,076.50	Radio and strobes for new trucks
Signs by tomorrow	10756	6/30/2022	\$396.47	Logos for new trucks
Mobile Communications America, Inc	10757	6/30/2022	\$6,028.10	Radio and strobes for new truck
Mobile Communications America, Inc	11407	10/17/2022	\$4,469.50	Radio and strobes for new trucks
Transource Inc	11496	11/21/2022	\$175,619.35	2023 Mack GR64FR Dump Truck
			\$415,562.49	

**ONSTLOW WATER & SEWER AUTHORITY
REQUEST FOR BUDGET AMENDMENT**

Budget Amendment # 4

Date: 9/21/23

Description Purchase Order Rollover

Type	Account		Dept #	Amount	PO #
	Number	Description			
Revenue	3919940	Fund Balance Appropriated	NA	\$415,562.49	NA
Expenditure	7007300	Other Improvements	7118	17,789.42	11978
Expenditure	7007300	Other Improvements	7119	66,390.00	10554
Expenditure	7007400	Equipment	7118	24,000.00	10769
Expenditure	7007400	Equipment	7119	59,772.62	11937
Expenditure	7007400	Equipment	7136	38,125.00	11961
Expenditure	7007401	Vehicles	7119	9,780.00	9612
Expenditure	7007401	Vehicles	7119	5,000.00	10763
Expenditure	7007401	Vehicles	7119	2,384.00	10765
Expenditure	7007401	Vehicles	7136	1,731.53	9612
Expenditure	7007401	Vehicles	7136	4,076.50	10418
Expenditure	7007401	Vehicles	7136	396.47	10756
Expenditure	7007401	Vehicles	7136	6,028.10	10757
Expenditure	7007401	Vehicles	7136	4,469.50	11407
Expenditure	7007401	Vehicles	7136	175,619.35	11496

Requested By: _____
Finance Director/CFO

Date _____

Recommended By: Franky J Howard
Executive Director/CEO

Date Sep 25, 2023

Approved: MFB
Board of Directors

Date 9/21/2023

**RESOLUTION OF THE ONSLOW WATER AND SEWER AUTHORITY
BOARD OF DIRECTORS**

WHEREAS, The Onslow Water and Sewer Authority has need for and intends to conduct a study to help identify and inventory potential lead service lines within its water distribution system, in a project named the ONWASA Lead Service Line Inventory Project, and

WHEREAS, The Onslow Water and Sewer Authority intends to request loan and/or grant assistance for this project from the North Carolina Department of Environmental Quality, Division of Water Infrastructure (State).

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

That the Onslow Water and Sewer Authority (Applicant) will arrange financing for all remaining costs of the project, if approved for a State loan and/or grant award.

That the Applicant will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the system and the repayment of all principal and interest on the debt.

That the governing body of the Applicant agrees to include in the loan agreement a provision authorizing the State Treasurer, upon failure of the Applicant to make a scheduled repayment of the loan, to withhold from the Applicant any State funds that would otherwise be distributed to the Applicant in an amount sufficient to pay all sums then due and payable to the State as a repayment of the loan.

That Franky J. Howard, Chief Executive Officer, the Authorized Representative and successors so titled, is hereby authorized to execute and file an application on behalf of the Applicant with the State of North Carolina for a loan and/or grant to aid in the study for the project described above.

That the Authorized Representative and successors so titled, is hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such application or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the application.

That the Applicant has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, ordinances, and funding conditions applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 21st day of September, 2023 at Jacksonville, North Carolina.



Michael Royce Bennett, Chairman

9-21-2023

Date

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting Heather W. Norris, Clerk to the Board of the Onslow Water and Sewer Authority (ONWASA), does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with the State of North Carolina, as regularly adopted at a legally convened meeting of the ONWASA Board of Directors held on the 21st day of September, 2023; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this 21st day of September, 2023.

Heather W. Norris

Heather W. Norris, Clerk to the Board



**ONSLow WATER & SEWER AUTHORITY
BUILDING ROOF REPLACEMENTS
PROJECT NUMBER CIP-001**

AMENDED PROJECT ORDINANCE

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

Section I.

The Building Roof Replacements Project shall consist of the design, permitting and construction necessary to complete roof replacement work at the ONWASA Central Office Complex Administration Building, treatment plants and other sites, as part of a multiple year project to address roof repairs or replacement system-wide. Based on a preliminary evaluation originally completed in 2017, many roofs at field facilities have also met or exceeded their design life or have developed leaks during heavy rain events. This work will include revisiting the 2017 evaluation in order address current conditions and prevent major failures that can damage building contents and structural members.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Building Roof Replacements Project, Project Number CIP-001.

Section III.

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

Fund Balance	\$ 1,250,000
Total	<u>\$ 1,250,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin, Permits	\$ 250,000
Construction	\$ 1,000,000
Total	<u>\$ 1,250,000</u>

Section V.

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

Section VI.

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

Section VII.

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

Section VIII.

Copies of this Building Roof Replacements Amended Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 21st day of September, 2023.



ONSLOW WATER & SEWER
AUTHORITY - BOARD OF
DIRECTORS

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

Michael Royce Bennett, Chairman

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

Heather Norris, Clerk to the Board

Amended Project Ordinance
 Building Roof Replacements
 Project Number CIP-001
 Budget Amendment
 September 21, 2023

Budget Amendment – Fund 40/61

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – Transfer from Operating	3709981	\$490,000
8781	Expenditure – Professional Services	8810400	\$180,000
8781	Expenditure - Construction	8815800	\$310,000
	Revenue – Fund Balance Appropriation	3919940	\$490,000
9910	Expenditure – Transfer to Capital Projects	8000040	\$490,000

**ONslow WATER & SEWER AUTHORITY
EMERGENCY POWER SYSTEMS UPGRADES
PROJECT NUMBER CIP-011**

AMENDED PROJECT ORDINANCE

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

Section I.

The Emergency Power Systems Upgrades Project shall consist of the design, permitting and construction necessary to complete multiple projects to install new fixed mount generators and bypass pumping systems, permanently mount existing portable generators, install new automatic transfer switches and associated controls, and add larger fuel storage tanks at remote locations. The work will focus on raw water well sites, potable water booster stations, sewage pumping stations and treatment facilities. This is part of a multi-year effort to better prepare these facilities for future long-term power outage events.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Emergency Power Systems Upgrades Project, Project Number CIP-011.

Section III.

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

Fund Balance	\$ 2,100,000
Total	<u>\$ 2,100,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin, Permits	\$ 150,000
Construction	\$ 1,950,000
Total	<u>\$ 2,100,000</u>

Section V.

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

Section VI.

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

Section VII.

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

Section VIII.

Copies of this Emergency Power Systems Upgrades Amended Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 21st day of September, 2023.

ONslow WATER & SEWER
AUTHORITY - BOARD OF
DIRECTORS



Michael Royce Bennett, Chairman

Heather Norris, Clerk to the Board

Amended Project Ordinance
 Emergency Power Systems Upgrades
 Project Number CIP-011
 Budget Amendment
 September 21, 2023

Budget Amendment – Fund 40/61

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – Transfer from Operating	3709989	\$1,250,000
8787	Expenditure – Professional Services	8870400	\$110,000
8787	Expenditure - Construction	8875800	\$1,140,000
	Revenue – Fund Balance Appropriation	3919940	\$1,250,000
9910	Expenditure -Transfer to Capital Projects	8000040	\$1,250,000

**ONSLow WATER & SEWER AUTHORITY
TOPSAIL ISLAND BOOSTER PUMPING STATION
PROJECT NUMBER CIP-032**

AMENDED PROJECT ORDINANCE

BE IT ORDAINED by the Board of Directors of Onslow Water & Sewer Authority (ONWASA) that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Topsail Island Booster Pumping Station Project is hereby adopted:

Section I.

The Topsail Island Booster Pumping Station Project shall consist of the design, permitting and construction services necessary to create a new potable water pumping station adjacent to the North Topsail Beach Town Hall that will be connected to the primary transmission main serving Topsail Island. The purpose of this project is to help maintain adequate pressure within the water distribution system on the island during periods of high demand.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Topsail Island Booster Pumping Station Project, Project Number CIP-032.

Section III.

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

Fund Balance	\$ 2,205,000
Total	<u>\$ 2,205,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services	\$ 305,000
Construction	\$ 1,900,000
Total	<u>\$ 2,205,000</u>

Section V.

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

Section VI.

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

Section VII.

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

Section VIII.

Copies of this Topsail Island Booster Pumping Station Amended Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 21st day of September 2023.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS



Michael Royce Bennett, Chairman



Heather Norris, Clerk to the Board



Amended Project Ordinance
 Topsail Island Booster Pumping Station Project
 Project Number CIP-032
 Budget Amendment
 September 21, 2023

Budget Amendment – Fund 61 and Fund 40

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – Fund Balance Appropriation	3919940	\$705,000
9910	Expenditure – Transfer to Capital Projects	8000040	\$705,000
	Revenue – Transfer from Operating	3709991	\$705,000
8788	Expenditure – Professional Services	8880400	(\$38,300)
8788	Expenditure – Construction	8885800	\$743,300

EXHIBIT C

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

AMENDED PROJECT ORDINANCE

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

Section I.

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

Section II.

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

Section III.

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

NCDEQ – ARPA Grant Proceeds	\$ 250,000
Fund Balance	\$ 50,000
Total	<u>\$ 300,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin.	\$ 300,000
Total	<u>\$ 300,000</u>

Section V.

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

Section VI.

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

Section VII.

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

Section VIII.

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

Adopted this 21st day of September 2023.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS



Michael Royce Bennett, Chairman

Heather Norris, Clerk to the Board

Amended Project Ordinance
Dixon Water Treatment Plant Expansion Project
Project Number CIP-038
Budget Amendment
September 21, 2023

Budget Amendment Fund 40

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – Fund Balance Appropriation	3919940	\$50,000
9910	Expenditure – Transfer to Capital Projects	8000040	\$50,000
	Revenue – Transfer from Operating	3709993	\$50,000
8790	Expenditure – Professional Services	8890400	\$50,000

**ONslow WATER & SEWER AUTHORITY
WATER AND SEWER OPERATIONAL IMPROVEMENTS
PROJECT NUMBER CIP-035**

AMENDED PROJECT ORDINANCE

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

Section I.

The Water and Sewer Operational Improvements project shall consist of the design, permitting and construction necessary to complete smaller-scope capital improvement projects with an estimated cost greater than \$5,000 and which take more than a single fiscal year to complete. This includes local distribution and collection system upgrades/relocations/extensions and replacement of critical capital equipment (pumps, motors and control systems). Projects will be completed on a priority basis once a need is identified.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the Water and Sewer Operational Improvements project.

Section III.

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

Fund Balance	\$ 4,585,000
Total	<u>\$ 4,585,000</u>

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin, Permits	\$ 700,000
Construction	\$ 3,885,000
Total	<u>\$ 4,585,000</u>

Section V.

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

Section VI.

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

Section VII.

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

Section VIII.

Copies of this Water and Sewer Operational Improvements Amended Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 21st day of September 2023.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS



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

Michael Royce Bennett, Chairman

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

Heather Norris, Clerk to the Board

Amended Project Ordinance
 Water and Sewer Operational Improvements
 Budget Amendment
 September 21, 2023

Budget Amendment Fund 61

Department Number	General Ledger Name	General Ledger Number	Amount
	Fund Balance Appropriated	3919940	\$2,585,000
9910	Transfer to Capital Projects	8000040	\$2,585,000

Budget Amendment Fund 40

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue – Transfer from Operating	3709982	\$2,585,000
8789	Expenditure – Professional Services	8790400	\$273,000
8789	Expenditure - Construction	8795800	\$2,312,000

**AMENDMENT TO BUDGET ORDINANCE
ON SLOW WATER AND SEWER AUTHORITY**

BE IT ORDAINED by the Board of Directors of the Onslow Water & Sewer Authority, Jacksonville, North Carolina, that the following amendment is made to the annual budget ordinance for the fiscal year ending June 30, 2024:

SECTION I. The following revenues are estimated to be available for the appropriations made for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024:

Revenue	<u>Original</u>		<u>Amended</u>
Water Revenue	\$26,103,100		\$26,103,100
Sewer Revenue	6,227,491	3,147,570	9,375,061
System Development Fees - Water	2,000,000		2,000,000
System Development Fees - Wastewater	1,500,000		1,500,000
Operating Fees and Charges	2,758,073		2,758,073
Fund Balance Appropriated	4,936,780		4,936,780
Interest Income	750,000		750,000
Miscellaneous Income	48,000		48,000
Total Revenue	\$44,323,444	3,147,570	\$47,471,014
Appropriations			
Administrative Departments	\$11,393,819	368,645	\$11,762,464
Operations Departments	25,052,826	2,778,925	27,831,751
Transfer to Capital Projects	2,500,623		2,500,623
Debt Service	5,376,176		5,376,176
Total Appropriations	\$44,323,444	3,147,570	\$47,471,014

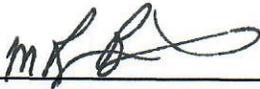
SECTION II: Copies of the Budget Amendment shall be furnished to the CEO/Executive Director and Finance staff to be kept on file by them for their direction in the disbursement of funds in the name of the Onslow Water and Sewer Authority.

Adopted on the 21st day of September 2023.

Attest:

Heather Norris, Clerk to the Board




Michael R Bennett, Chairman

**ONSTLOW WATER & SEWER AUTHORITY
PLURIS ACQUISITION**

PROJECT ORDINANCE

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

Section I.

The Pluris acquisition project will provide needed sewer capacity for the Hubert and Holly Ridge areas of Onslow County. Two plants will be acquired, the North Topsail Beach Wastewater plant and the Webb Creek wastewater plant. This acquisition will add approximately 7,000 wastewater customers, thereby increasing sewer revenues for ONWASA. The authority with LGC approval will sell revenue bonds to generate funding for the acquisition of these plants.

Section II.

The officers of Onslow Water & Sewer Authority are hereby directed to proceed with the revenue bond sale and acquisition of both Pluris plants in Onslow County.

Section III.

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

Revenue Bond Proceeds	<u>\$ 50,000,000</u>
Total	\$ 50,000,000

Section IV.

The following amounts are appropriated for the project:

Professional Services, Admin & Permits	\$ 1,500,000
Plant Acquisition	<u>\$ 48,500,000</u>
Total	\$50,000,000

Section V.

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

Section VI.

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

Section VII.

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

Section VIII.

Copies of this Pluris Acquisition Project Ordinance shall be made available to the Budget Officer for direction in carrying out these projects.

Adopted this 21st day of September 2023.

ONslow WATER & SEWER
AUTHORITY BOARD OF
DIRECTORS



Michael Royce Bennett, Chairman

Heather Norris, Clerk to the Board

Project Ordinance
Pluris Acquisition
Budget Amendment
September 21, 2023

Budget Amendment

Department Number	General Ledger Name	General Ledger Number	Amount
	Revenue Bond Proceeds - Pluris	3809320	\$50,000,000
8209	Expenditure – Professional Services	8209400	\$1,500,000
8209	Expenditure - Acquisition	8295800	\$48,500,000