

**AGENDA**  
**Lower Cape Fear Water & Sewer Authority**  
**1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina**  
**8:30 a.m. – Long Range Planning Committee Meeting**  
**April 10th, 2023**

**MEETING CALL TO ORDER:** Chairman Blanchard

**PRESENTATION:** PowerPoint with 25 Year Master Plan Review (Capital Improvement Plan) presented by McKim and Creed

**DISCUSSION:** Directors' Comments and Questions

**ACTION/DIRECTION:** Consider recommending to the Board for Approval at the May 8, 2023, meeting.

**FUTURE MEETINGS FOR:** TBD

**ADJOURNMENT**



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## DRAFT MASTER PLANNING DOCUMENT

25 Year Planning Period

FY 2023-2047

February 2023

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**Prepared for:**

Lower Cape Fear Water & Sewer Authority  
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Leland, NC 28451

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## Executive Summary

### I. Kings Bluff Raw Water Facilities

The Authority's proposed 25-year (2023-2047) Capital Project budget for the Kings Bluff Raw Water Facilities is estimated at approximately \$149M. This includes a 48-inch parallel raw water main from the existing 3 MG ground tank to the US 421 service area that may be required in the future to meet the capacity needs of the US 421 area customers and CFPUA. The cost of this parallel main is estimated at \$60M and is subject to grant funding.

The following summarizes the primary drivers for the 25-year Capital Improvement Plan:

- Increase overall system capacity via new infrastructure and/or parts to meet long term raw water demands.
- Rehabilitate and replace infrastructure as needed to maintain system functionality of raw water pipeline.
- Plan and design system capacity in order to balance the supply with the demands and meet the needs of any potential customers.
- Design and construct maintenance system for pipeline in order to periodically clean pipeline and maintain station capacity.

The largest capital initiatives (over \$1 M) anticipated over the next twenty-five fiscal years is summarized as follows:

- New generators at King's Bluff Raw Water Pumping Station
- Walkway and Air Backwash Building Replacement
- Pig 48" existing water main from King's Bluff Pumping Station to 3 MG ground tank
- Pig future 54" water main from King's Bluff Pumping Station to 3 MG ground tank
- 20 MG Ground Tank
- 100 MG Reservoir
- Install 4<sup>th</sup> pump at King's Bluff Pumping Station
- Replace existing pumps at King's Bluff Pumping Station
- Install 48" parallel raw water main from 3 MG ground tank to US 421
- Intermediate Booster Pump Station Upgrade
- New 5<sup>th</sup> Pump at King's Bluff Pumping Station

In addition to these large capital initiatives, there are a several projects that are estimated at less than \$1 M, which include:

- Refurbish/rebuild existing pumps
- Installation of a new surge tank at the King's Bluff Pumping Station

- 5 ROW Acquisitions
- Intermediate Booster Pump Station Shelter
- Walkway to access 48" raw water main at Livingston Creek

## II. Bladen Bluffs Regional Surface Water Facility

The Authority's proposed 25-year (2023-2047) Capital Project budget for the Bladen Bluffs Regional Surface Water Facility is estimated at approximately \$7.3M. However, it is noted that Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. All capital improvements and/or maintenance requirements listed in this document are for recommendation only and are the sole responsibility of SFC. LCFWSA would only be responsible for the recommended projects should LCFWSA assume full operation of the facility from SFC.

The following summarizes the primary drivers for the 25-year Capital Improvement Plan:

- Replace aging infrastructure and parts to meet long term demand.
- Plan and design to maintain system capacity to meet current and potential future customer demands

The largest capital initiatives (over \$1 M) anticipated over the next twenty-five fiscal years is summarized as follows:

- New 1 MG Capacity Clearwell
- New High Service Pumping Station

In addition to these large capital initiatives, there are a few projects that are estimated at less than \$1 M, which include:

- Replace Pumps at Raw Water Pumping Station
- Replace Pumps at Recycle Pumping Station
- Replace Pumps at Transfer Pumping Station
- Replace Blower in Blower Building
- Replace On-Site Generators

The proposed CIP budget over the next 25 years has been compiled based on these initiatives. It is recommended that each project be periodically reevaluated, which provides an opportunity to reassess the budget and need for each. This will allow the Authority to adjust priorities and budgets based on meeting customer needs.

### III. Capital Projects Evaluations

Each project identified in the CIP was evaluated for the following factors:

#### 1) Category of Need

- Capacity – *the project is needed to either maintain current capacity or increase capacity to meet future need.*
- Renewal/Rehabilitation - *the project is needed to replace or rehabilitate existing infrastructure to maintain capacity and operational readiness.*
- Efficiency- *the project is needed to increase or maintain the efficiency of the facilities and/or to maintain operations.*
- Maintenance – *the project is required for a general maintenance need to maintain equipment and/or facilities in operational condition.*

#### 2) Criticality Score: 1 (Lowest) to 5 (Highest)

The criticality score was developed to for each project to provide a summary assessment of impact to operations as a driver for project implementation. Note that criticality levels provided in this document are specific to the fiscal year for which they have been identified.

**Criticality Scoring Scale**

1	2	3
The need for the project is low and does not fundamentally impact operational readiness	The project has a moderate impact on operations and may provide limited improvement to the facilities	The project is of critical need and will greatly impact operations if not completed.

#### 3) Consequence of No-Action

In addition to the identification of the category and criticality assessment, a “Consequence of No-Action” statement has been included for each project. The intent of this statement is to clarify the impacts to operations, capacity, facility maintenance, etc. that would result if the project were not implemented.

#### 4) Project Raw Water Demands

For capacity related improvements, updated customer projections were taken from the May 2018 Preliminary Design Memorandum for the Lower Cape Fear Water & Sewer Authority Parallel Raw Water Main report. A summary of the projected demands is provided as follows:

## LCFWSA Projected Raw Water Demands

Customer	2015 Demands (MGD)	2025 Demands (MGD)	2035 Demands (MGD)	2045 Demands (MGD)	2055 Demands (MGD)	2062 Demands (MGD)
CFPUA	10.4	13.5	20.5	28.6	34.3	38.2
Brunswick County	19.7	25.1	30.6	36.67	43.89	49.8
US 421 Industries	2.0	2.0	2.0	2.0	2.0	2.0
Pender County	1.1	2.4	4.8	6.0	6.0	6.0
<b>Totals</b>	<b>33.2</b>	<b>43.01</b>	<b>57.9</b>	<b>73.27</b>	<b>87.55</b>	<b>96.0</b>

**Kings Bluff Raw Water Facilities  
Capital Improvements  
LCFWSA Projects  
FY 2023-2047**



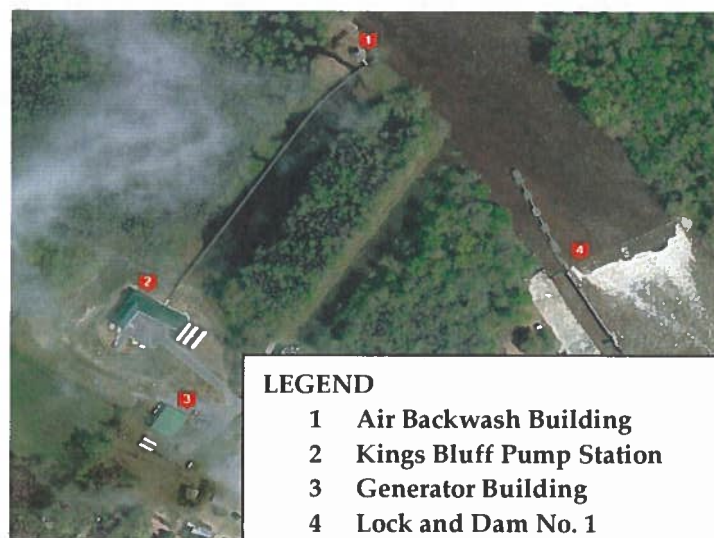
### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	New 4 <sup>th</sup> Pump at King's Bluff Raw Water Pump Station	KB 1
CATEGORY:	Capacity/Efficiency	
Summary: <ul style="list-style-type: none"><li>Provide a fourth raw water pump at King's Bluff Pumping Station to meet projected demands. (See #2 on legend in graphic below) Projected demands will exceed station firm capacity by 2037.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Increase station capacity to meet long term raw water demand.</li><li>Firm capacity of station will require 3 pumps by 2037. Fourth pump will be standby/backup and added to pump rotation to reduce hours per pump.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The projected demands at the station will exceed the firm capacity and the station will not be able to serve the project customer demand.</li></ul>		
Criticality:		
<div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	24	
REQUIRED COMPLETION	2026	
TOTAL ESTIMATED COST	\$4,600,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2024	\$1,000,000	
2025	\$2,500,000	
2026	\$1,100,000	



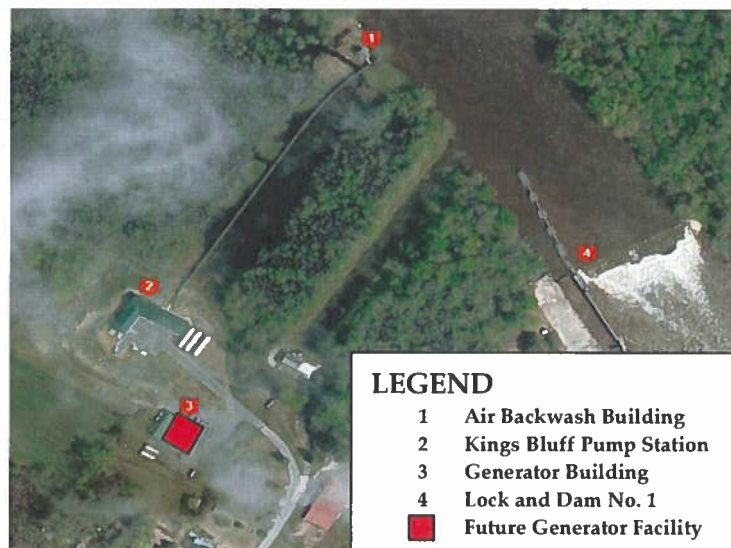
### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Rebuild/Refurbish Existing 1600 HP Vertical Turbine Raw Water Pumps	KB 2
CATEGORY:	Renewal/Rehabilitation	
Summary: <ul style="list-style-type: none"><li>Rebuild and/or refurbishment of an existing 1600 HP vertical turbine raw water pumps originally installed in 2009 and a proposed 1600 HP vertical turbine raw water pump that will be installed in 2023.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Due to age and mechanical wear, it is anticipated that a rebuild of one of the raw water pumps will be required.</li><li>Rebuilding of pumps will extend the service life of the pumps</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The likelihood of failure of the pumps increases due to age and wear of the existing pump.</li></ul>		
Criticality:		
1	2	3
DURATION (MONTHS)	48	
REQUIRED COMPLETION	2023, 2025, 2027, 2044	
TOTAL ESTIMATED COST	\$1,200,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2023	\$300,000	
2025	\$300,000	
2027	\$300,000	
2044	\$300,000	



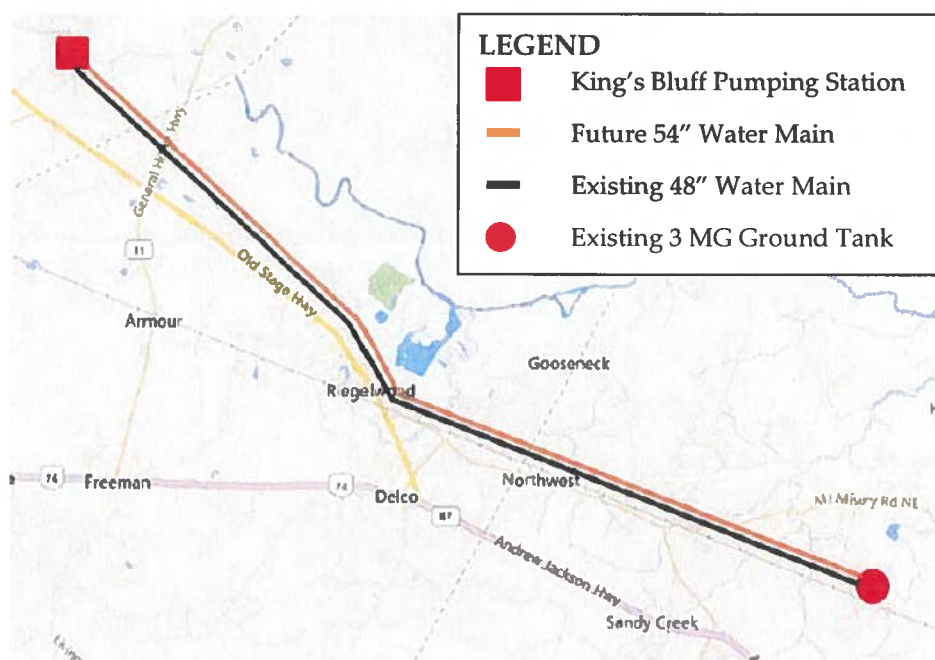
### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Generators at King’s Bluff Raw Water Pump Station	KB 3
CATEGORY:	Capacity, Efficiency, Maintenance	
Summary: <ul style="list-style-type: none"><li>Provide new standby generator(s) and a new generator building at the pump station.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Requires upgrade due to future increased load associated with additional pump motor HP as well as larger quantity of pumps.</li><li>A new building will be needed to house the new generators.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The current generators are undersized to accommodate long term demands</li><li>The existing generators are anticipated to become cost prohibitive to maintain</li></ul>		
Criticality: <div><div></div><div>123</div></div>		
DURATION (MONTHS)	24	
REQUIRED COMPLETION	2031	
TOTAL ESTIMATED COST	\$12,500,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2023	\$1,500,000	
2024	\$11,000,000	



### KING'S BLUFF RAW WATER FACILITIES

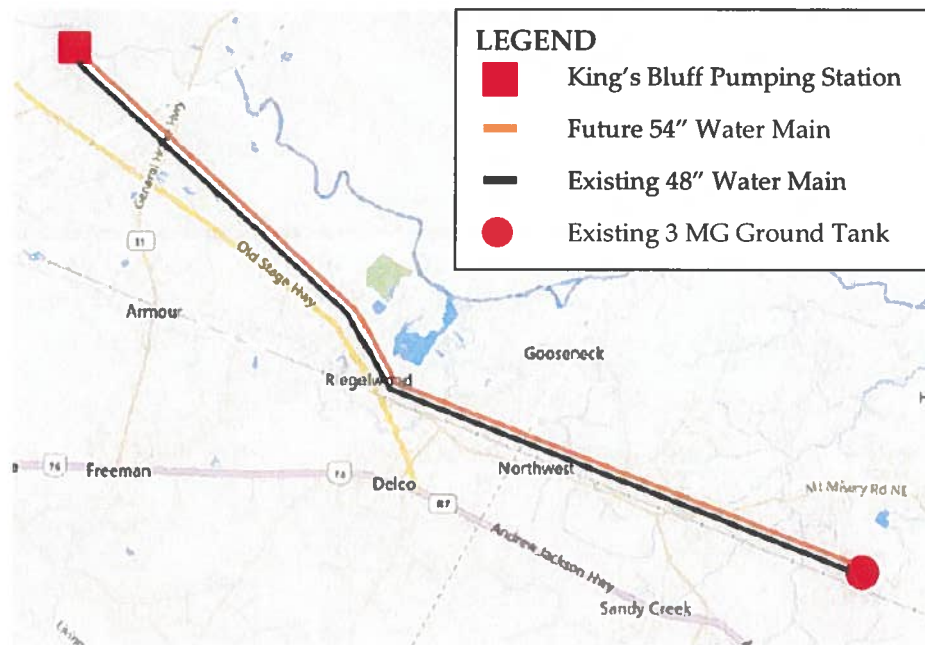
PROJECT TITLE	Pig 48" Pipe from King's Bluff Pump Station to 3 MG Ground Tank	KB 4
CATEGORY:	Renewal/Rehabilitation, Efficiency	
Summary: <ul style="list-style-type: none"><li>Pig 48" pipeline from King's Bluff to 3 MG ground tank. Repair and/or replace air release valves and blow-offs.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Pigging will maintain a clean pipeline free of sediment, silt, and debris cleaned or emptied in the case of an emergency.</li><li>Improves efficiency of pumps by reducing frictional characteristics of the pipeline</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Potential for loss of capacity and/or clogging due to sediment buildup.</li><li>Loss of efficiency and higher electrical costs</li></ul>		
Criticality: <div><div></div></div>		
<div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2040	
TOTAL ESTIMATED COST	\$1,200,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2040	\$1,200,000	





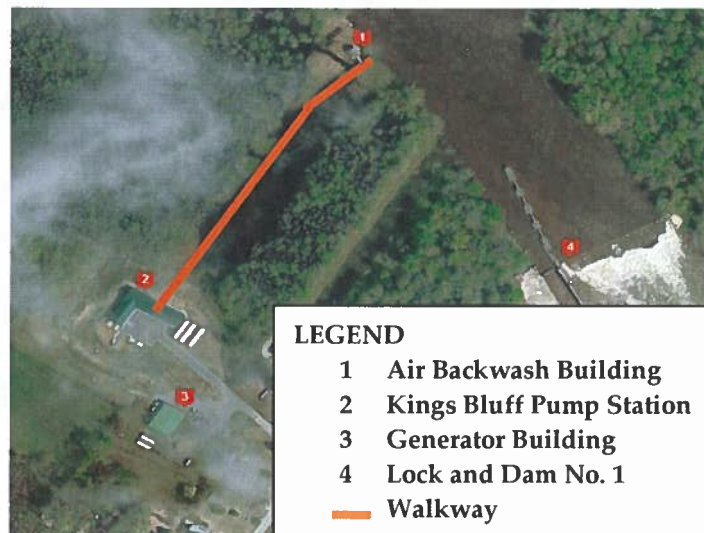
### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Pig Future 54" Pipe from 3 MG Ground Tank to US 421	KB 5
CATEGORY:	Renewal/Rehabilitation, Efficiency	
Summary: <ul style="list-style-type: none"><li>Pig Future 54" pipeline from King's Bluff to 3 MG ground tank. Repair and/or replace air release valves and blow-offs.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Pigging will maintain a clean pipeline free of sediment, silt, and debris cleaned or emptied in the case of an emergency.</li><li>Improves efficiency of pumps by reducing frictional characteristics of the pipeline</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Potential for loss of capacity and/or clogging due to sediment buildup.</li><li>Loss of efficiency and higher electrical costs</li></ul>		
Criticality: <div>▼</div> <div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2040	
TOTAL ESTIMATED COST	\$1,200,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2034	\$1,200,000	



### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Walkway and Air Backwash Building Replacement	KB 6
CATEGORY:	Renewal/Rehabilitation/Maintenance	
Summary: <ul style="list-style-type: none"><li>Funding for replacement of existing walkway from the King’s Bluff Pumping Station to the Air Backwash buildings with a new concrete walkway.</li><li>Upgrade/replace existing air backwash building. (See number 1 on legend below).</li></ul>		
Justification: <ul style="list-style-type: none"><li>Walkway going from pumping station to air backwash buildings is currently in serviceable condition and will need to be replaced by 2024 due to rotting wood and overall weathering of walkway.</li><li>During Hurricane Florence the walkway was nearing submergence</li><li>Existing, original air backwash building needs significant improvements due to a loss of structural integrity caused by the general degradation of original building materials.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Deterioration of the walkway could limit access to the air backwash buildings and raw water intakes.</li><li>The air backwash facility will continue to deteriorate and create potential issues with protection of equipment and access for operations and maintenance.</li></ul>		
Criticality: <div>▼</div> <div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2024	
TOTAL ESTIMATED COST	\$2,250,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2023	\$250,000	
2024	\$2,000,000	



### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Replace Raw Water Pumps 1, 4, 5	KB 7
CATEGORY:	Renewal/Rehabilitation	
Summary: <ul style="list-style-type: none"><li>Replace 1600 HP vertical turbine raw water pumps 1, 4, 5 originally installed in 2009.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Due to age and mechanical wear, it is anticipated that replacement of raw water pumps 1, 4, and 5 will be required.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The likelihood of failure of the pumps increases due to age and wear of the existing pump. The service life of the existing pumps will be expended.</li></ul>		
Criticality:		
▼		
1	2	3
DURATION (MONTHS)	36	
REQUIRED COMPLETION	2041, 2042, 2043	
TOTAL ESTIMATED COST	\$10,800,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2041	\$3,600,000	
2042	\$3,600,000	
2043	\$3,600,000	





### KING'S BLUFF RAW WATER FACILITIES

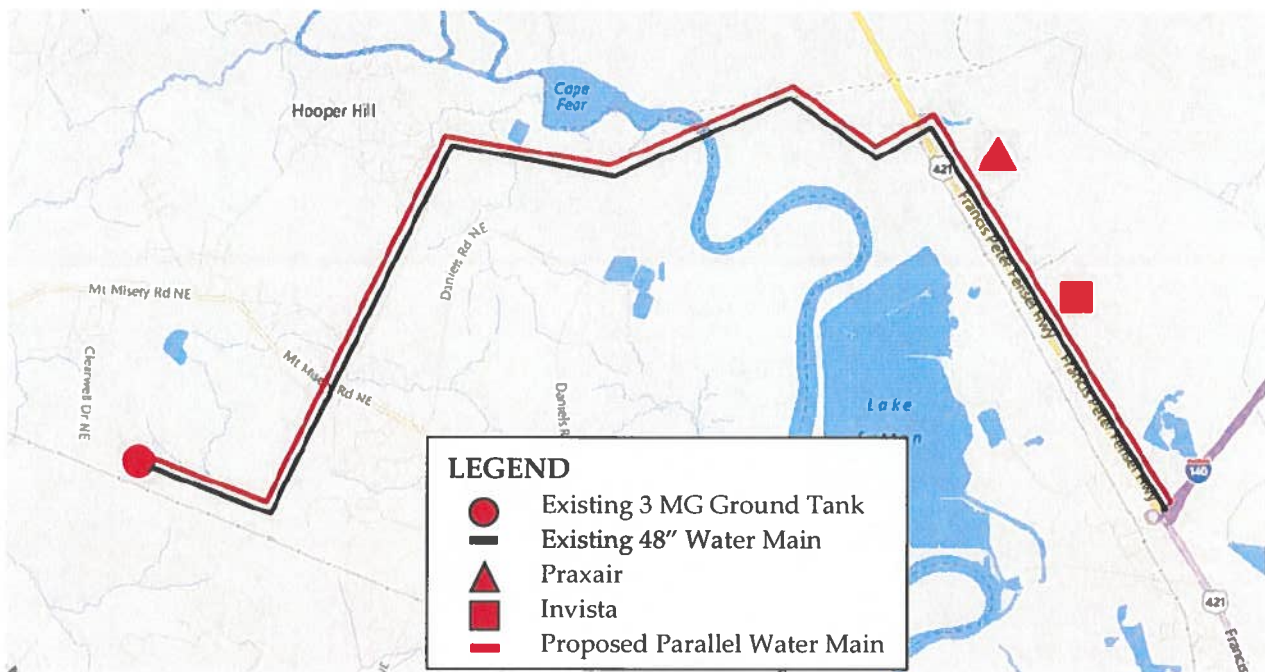
PROJECT TITLE	New Surge Tank at King’s Bluff	KB 8
CATEGORY:	Capacity	
Summary: <ul style="list-style-type: none"><li>Addition of a 4<sup>th</sup> surge tank at King’s Bluff Pumping Station</li></ul>		
Justification: <ul style="list-style-type: none"><li>As demand increases, surges in the system will likely increase. The 4<sup>th</sup> surge tank will serve to mitigate system surges and protect the pumps, piping and miscellaneous equipment from surges and water hammer.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Existing pump station and piping infrastructure would be put at risk for damage due to system surges and could potentially create failures in the pipeline.</li></ul>		
Criticality: <div><div>▼</div><div><div>1</div><div>2</div><div>3</div></div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2043	
TOTAL ESTIMATED COST	\$650,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2043	\$650,000	





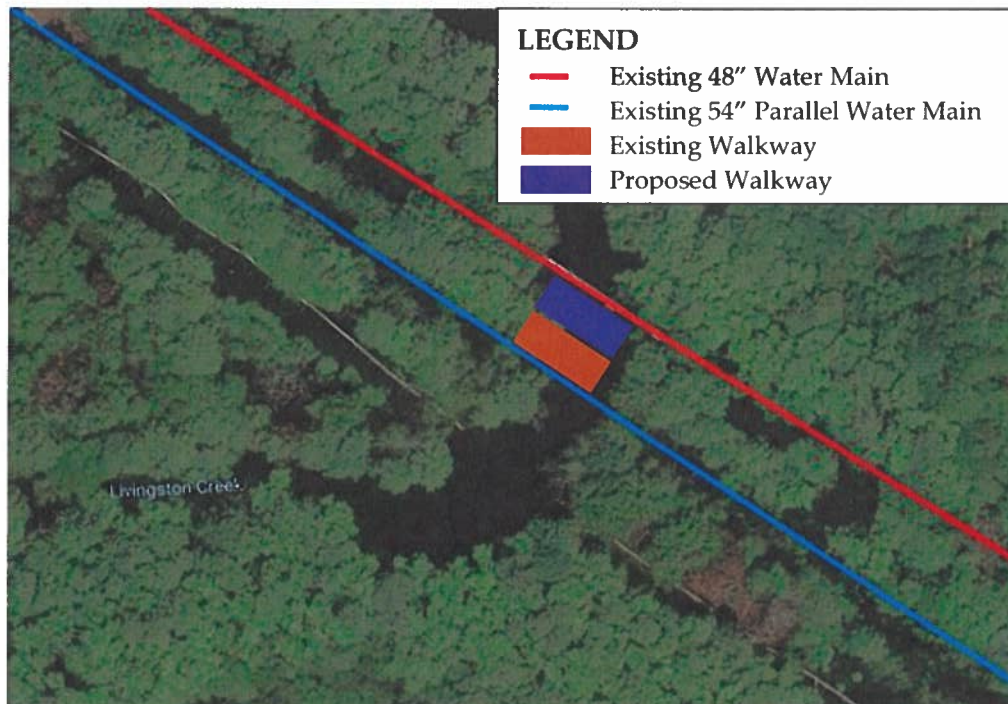
### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	5 ROW Acquisitions	KB 9
CATEGORY:	<b>Capacity</b>	
Summary:	<ul style="list-style-type: none"> <li>Right-of-Way acquisitions along the existing 48" Raw Water Main from the 3 MGD ground tank to the US421 service area.</li> </ul>	
Justification:	<ul style="list-style-type: none"> <li>Required to install the proposed 48" parallel raw water main</li> </ul>	
Consequence of No Action:	<ul style="list-style-type: none"> <li>Future supply to the US421 service area will be limited to the capacity of the existing 48" main.</li> </ul>	
Criticality:	▼	
	1	2
DURATION (MONTHS)	3	
REQUIRED COMPLETION	36	
TOTAL ESTIMATED COST	2025	
FISCAL YEAR	\$330,000	
2023	ANTICIPATED FISCAL YEAR EXPENDITURE	
2024	\$110,000	
2025	\$110,000	



### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Walkway to Access 48" Raw Water Main at Livingston Creek	KB 10
CATEGORY:	Maintenance	
Summary: <ul style="list-style-type: none"><li>Walkway installation running parallel to the aerial crossing of the 48" raw water main at Livingston Creek and connecting to the existing walkway recently installed for the 54" parallel raw water main.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Pipe and appurtenances at aerial crossing are currently inaccessible to operations staff for routine inspection, maintenance, and repairs.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Limited access to aerial crossing of 48" main for repairs and routine maintenance.</li></ul>		
Criticality: <div>▼</div> <div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2023	
TOTAL ESTIMATED COST	\$310,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2023	\$310,000	

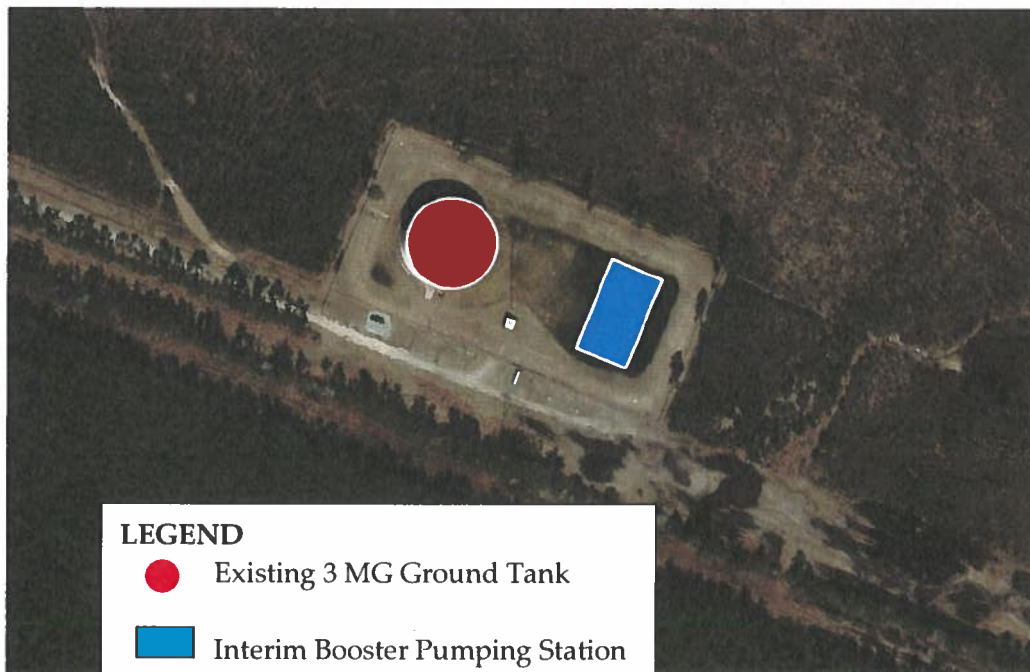


**KING'S BLUFF RAW WATER FACILITIES**

**Kings Bluff Raw Water Facilities  
Capital Improvements  
Cost Sharing Projects  
FY 2023-2047**

### KING'S BLUFF RAW WATER FACILITIES

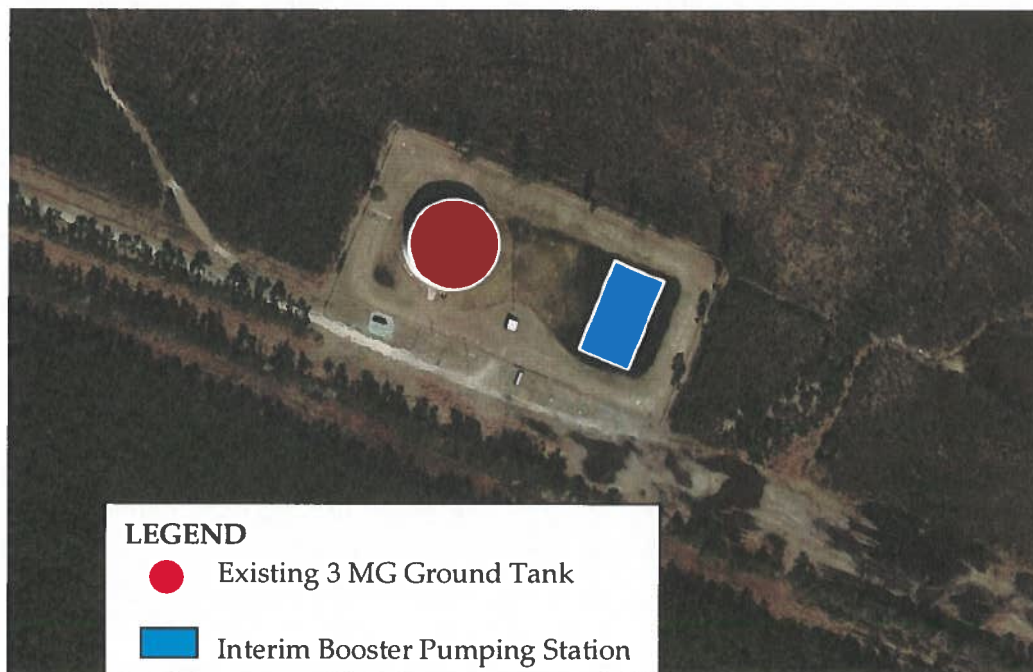
PROJECT TITLE	Intermediate Booster Pump Station Shelter	KB 11
CATEGORY:	Maintenance/Efficiency	
Summary: <ul style="list-style-type: none"><li>Addition of protective shelter at the Intermediate Booster PS</li></ul>		
Justification: <ul style="list-style-type: none"><li>Required to protect existing pumps, equipment, gear from elements</li><li>Provides improved maintenance access during inclement weather</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Equipment potentially suffers degradation due to exposure to the elements to include freezing conditions, and sun damage.</li></ul>		
Criticality:		
<div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2025	
TOTAL ESTIMATED COST	\$850,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2025	\$850,000	





### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Intermediate Booster Pump Station Upgrade	KB 12
CATEGORY:	Capacity	
Summary: <ul style="list-style-type: none"><li>Infrastructure upgrades to the existing booster pump station. Diesel pumps to be replaced with new, larger capacity pumps.</li></ul>		
Justification: <ul style="list-style-type: none"><li>US 421 area demands will exceed current 29 MGD capacity in approximately 2037.</li><li>Recommend upgrade to 37 MGD capacity.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Booster Pump Station will not be able to fully serve the projected demands and system pressure for the US 421 area.</li></ul>		
Criticality:		
<div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	24	
REQUIRED COMPLETION	2034	
TOTAL ESTIMATED COST	\$8,600,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2033	\$1,100,000	
2034	\$7,500,000	



### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	New 5 <sup>th</sup> Pump at King’s Bluff Raw Water Pump Station	KB 13
CATEGORY:	Capacity	
Summary: <ul style="list-style-type: none"><li>Provide a fifth raw water pump at King’s Bluff Pumping Station to meet projected demands. (See #2 on legend in graphic below) Projected demands will exceed station firm capacity by 2062</li></ul>		
Justification: <ul style="list-style-type: none"><li>Decrease load and run times on existing pumps to extend life and improve reliability.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The projected demands at the station will exceed the firm capacity and the station will not be able to serve the project customer demand.</li></ul>		
Criticality:		
<div>▼</div>		
1	2	3
DURATION (MONTHS)	24	
REQUIRED COMPLETION	2046	
TOTAL ESTIMATED COST	\$4,600,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2044	\$1,000,000	
2045	\$2,500,000	
2046	\$1,100,000	



### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	20 MG Ground Tank	KB 14
CATEGORY:	Capacity/Efficiency	
Summary: <ul style="list-style-type: none"><li>Design &amp; construction of a new 20 MG ground tank in close proximity to the existing 3 MG ground tank with sufficient acreage to construct a future 20 MG ground tank.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Increase in available system storage.</li><li>Provide a more consistent supply for safe and efficient operation of the adjacent interim booster pump station.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Minimal system storage as system demands continue to increase</li><li>Increased cycling of pumps at the intermediate booster pump station.</li></ul>		
Criticality: <div>▼</div> <div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	24	
REQUIRED COMPLETION	2037	
TOTAL ESTIMATED COST	\$ 14,800,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2036	\$3,500,000	
2037	\$11,300,000	

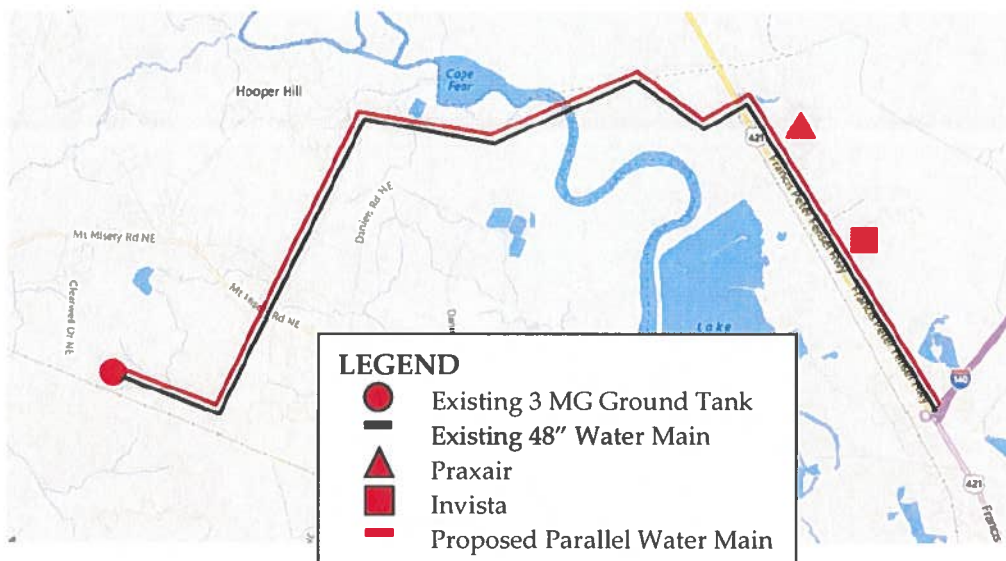




### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Parallel Raw Water Main from 3 MG Ground Tank to US 421 Service Area		KB 15
CATEGORY:	Capacity		
Summary: <ul style="list-style-type: none"><li>Design and construction of approximate 10-mile 48-inch raw water main from 3 MG ground tank to US 421 service area. Pipe would parallel the existing 48-inch raw water main in this area.</li></ul>			
Justification: <ul style="list-style-type: none"><li>Provides additional system capacity</li><li>Reduces reliance on intermediate booster pump station.</li><li>Improves reliability with a parallel main to serve major customers.</li></ul>			
Consequence of No Action: <ul style="list-style-type: none"><li>The system may not have capability to meet long-term customer demands.</li><li>The existing 48-inch main is a single point of failure from the 3 MGD ground tank to the US 421 service area.</li></ul>			
Criticality: <div>▼</div>			
1		2	3
DURATION (MONTHS)		42	
REQUIRED COMPLETION		2025*	
TOTAL ESTIMATED COST		\$57,000,000*	
FISCAL YEAR		ANTICIPATED FISCAL YEAR EXPENDITURE	
2023		\$10,000,000	
2024		\$15,000,000	
2025		\$16,000,000	
2026		\$16,000,000	

\*Note: Subject to grant funding.





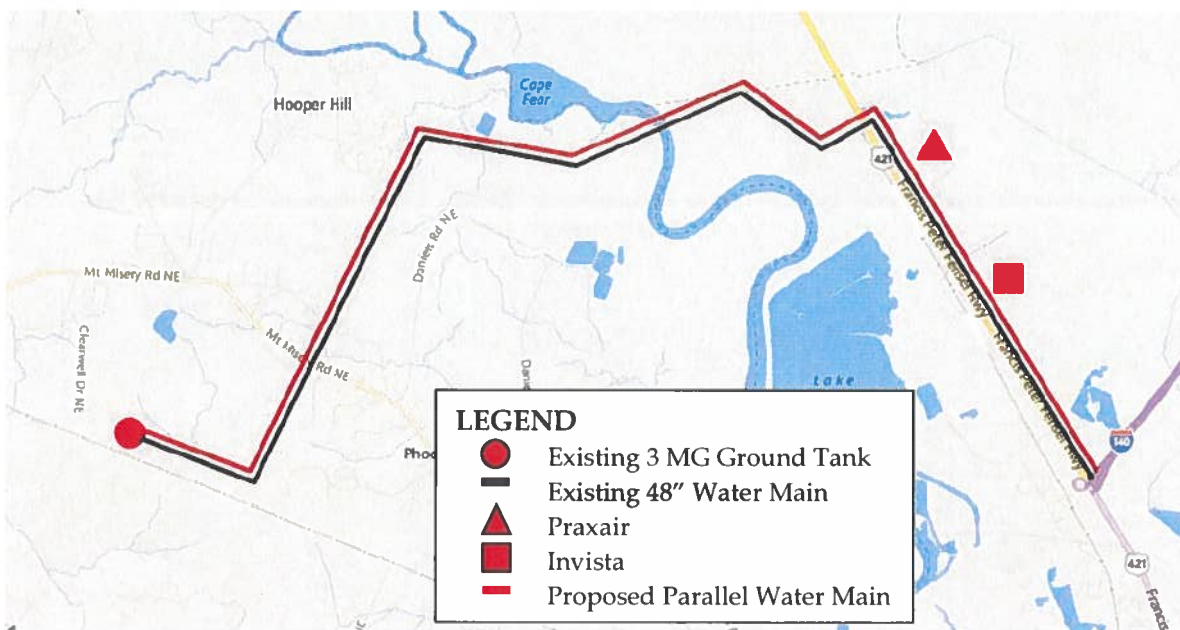
# KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	100 MGD Reservoir	KB 16																					
CATEGORY:	Efficiency																						
Summary: <ul style="list-style-type: none"><li>Design &amp; construction of a new 100 MG reservoir. Optimal location and operation of the reservoir to be determined by future engineering study.</li></ul>																							
Justification: <ul style="list-style-type: none"><li>Increase in available system storage.</li><li>Allows for temporary redundancy of supply in the case of an emergency (line break, power outage, etc.).</li></ul>																							
Consequence of No Action: <ul style="list-style-type: none"><li>Minimal system storage as system demands continue to increase.</li><li>Loss of regular supply under emergency conditions.</li></ul>																							
Criticality: <div>▼</div> <table><tr><td>1</td><td>2</td><td>3</td></tr><tr><td>DURATION (MONTHS)</td><td colspan="2">24</td></tr><tr><td>REQUIRED COMPLETION</td><td colspan="2">2032</td></tr><tr><td>TOTAL ESTIMATED COST</td><td colspan="2">\$40,000,000</td></tr><tr><td>FISCAL YEAR</td><td colspan="2">ANTICIPATED FISCAL YEAR EXPENDITURE</td></tr><tr><td>2031</td><td colspan="2">\$6,000,000</td></tr><tr><td>2032</td><td colspan="2">\$34,000,000</td></tr></table>			1	2	3	DURATION (MONTHS)	24		REQUIRED COMPLETION	2032		TOTAL ESTIMATED COST	\$40,000,000		FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE		2031	\$6,000,000		2032	\$34,000,000	
1	2	3																					
DURATION (MONTHS)	24																						
REQUIRED COMPLETION	2032																						
TOTAL ESTIMATED COST	\$40,000,000																						
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE																						
2031	\$6,000,000																						
2032	\$34,000,000																						



### KING'S BLUFF RAW WATER FACILITIES

PROJECT TITLE	Pig 48" Pipe from 3 MG Ground Tank to CFPUA WTP	KB 17
CATEGORY:	Renewal/Rehabilitation, Efficiency	
Summary: <ul style="list-style-type: none"><li>Pig 48" pipeline from 3 MG ground tank to CFPUA's Water Treatment Plant including installation of pig launcher/retrieval system. Repair and/or replace air release valves and blow-offs.</li></ul>		
Justification: <ul style="list-style-type: none"><li>Recent evaluation indicated build -up of sediment in the 48" line. Pigging will maintain a clean pipeline free of sediment, silt, and debris.</li><li>Improves efficiency of pumps by reducing frictional characteristics of the pipeline</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>Current loss of capacity and/or clogging due to sediment buildup.</li><li>Loss of efficiency and higher electrical costs</li></ul>		
Criticality: <div>▼</div> <div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2026	
TOTAL ESTIMATED COST	\$2,300,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2033	\$2,300,000	



## KING'S BLUFF RAW WATER FACILITIES

## Annual Fiscal Year Budget Breakdown – Capital Projects (In Millions of Dollars)

Project No.	Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FY 2044	FY 2045	FY 2046	FY 2047	Totals	
KB 1	New 4th Pump at King's Bluff (KBPS)		\$1.00	\$2.50	\$1.10																						\$4.60	
KB 2	Rebuild High Service Pump Motors	\$0.30		\$0.30		\$0.30																	\$0.30				\$1.20	
KB 3	New Generators								\$1.50	\$11.00																	\$12.50	
KB 4	Pig 48" Water Main (KBPS to 3 MG Tank)																		\$1.20								\$1.20	
KB 5	Pig Future 54" Water Main																		\$1.20								\$1.20	
KB 6	Walkway and Air Backwash Building Replacement		\$0.25	\$2.00																							\$2.25	
KB 7	Replace Raw Water Pumps 1, 4, 5																			\$3.60	\$3.60	\$3.60					\$10.80	
KB 8	New Surge Tank at KBPS																					\$0.65					\$0.65	
KB 9	5 ROW Acquisitions	\$0.11	\$0.11	\$0.11																							\$0.33	
KB 10	Walkway to Access 48" RWM at Livingston Creek	\$0.31																									\$0.31	
Cost Sharing Projects																												
KB 11	Intermediate Booster Pump Station Shelter			\$0.85																							\$0.85	
KB 12	Intermediate Booster Pump Station Upgrade											\$1.10	\$7.50														\$8.60	
KB 13	New 5th Pump at King's Bluff																						\$1.00	\$2.50	\$1.10		\$4.60	
KB 14	20 MG Ground Tank														\$3.50	\$11.30											\$14.80	
KB 15	48" Parallel Raw Water Main US 421	\$10.00	\$15.00	\$16.00	\$16.00																						\$57.00	
KB 16	100 MGD Reservoir									\$6.00	\$34.00																\$40.00	
KB 17	Pig 48" Water Main (3 MG Tank to CFPWA)				\$2.30																						\$2.30	
Total Fiscal Year Expenditure		\$10.72	\$16.36	\$21.76	\$19.40	\$0.30	\$0.00	\$0.00	\$1.50	\$17.00	\$34.00	\$1.10	\$7.50	\$0.00	\$3.50	\$11.30	\$0.00	\$0.00	\$0.00	\$2.40	\$3.60	\$3.60	\$4.25	\$1.30	\$2.50	\$1.10	\$0.00	\$163.19

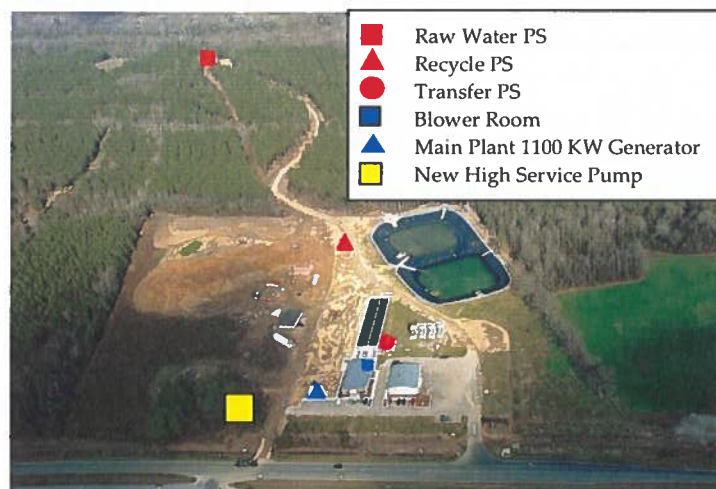
BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

**Bladen Bluffs Regional  
Surface Water Treatment Facility  
Capital Improvements Projects  
FY 2023-2047**



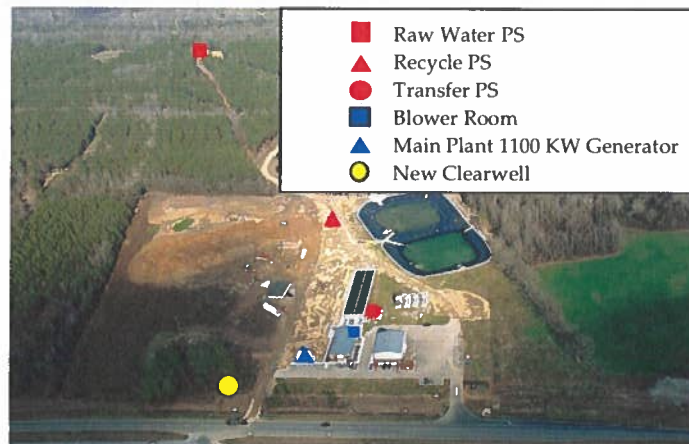
# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

PROJECT TITLE	New High Service Pump Station	BB 1
CATEGORY:	Capacity	
Summary: <ul style="list-style-type: none"><li>Construct a new high service pumping station to increase capacity.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>		
Justification: <ul style="list-style-type: none"><li>Required to serve new customers.</li><li>Construction of new high service pump station would only be required when additional customers are identified to be served by the Bladen Bluffs Regional Surface Water Treatment Facility.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The system will not have the required capacity to meet new customer demands.</li></ul>		
Criticality: <div>▼</div>		
<div><div>1</div><div>2</div><div>3</div></div>		
DURATION (MONTHS)	24	
REQUIRED COMPLETION	2029	
TOTAL ESTIMATED COST	\$4,200,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2028	\$600,000	
2029	\$2,400,000	



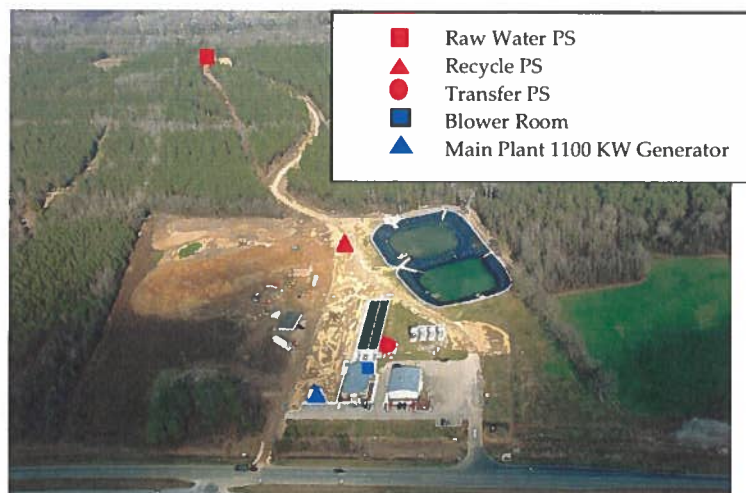
# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

PROJECT TITLE	Construct New 1 MG Capacity Clearwell	BB 2			
CATEGORY:	Capacity				
Summary: <ul style="list-style-type: none"><li>Construct clearwell to meet future customer finished water storage capacity.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>					
Justification: <ul style="list-style-type: none"><li>Required to serve new customers.</li><li>Clearwell would only be required when additional customers are identified to be served by the Bladen Bluffs Regional Surface Water Treatment Facility.</li></ul>					
Consequence of No Action: <ul style="list-style-type: none"><li>The system will not have the required capacity to meet new customer demands.</li></ul>					
Criticality: <div>▼</div> <table><tr><td>1</td><td>2</td><td>3</td></tr></table>			1	2	3
1	2	3			
DURATION (MONTHS)	24				
REQUIRED COMPLETION	2029				
TOTAL ESTIMATED COST	\$3,000,000				
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE				
2028	\$600,000				
2029	\$2,400,000				



# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

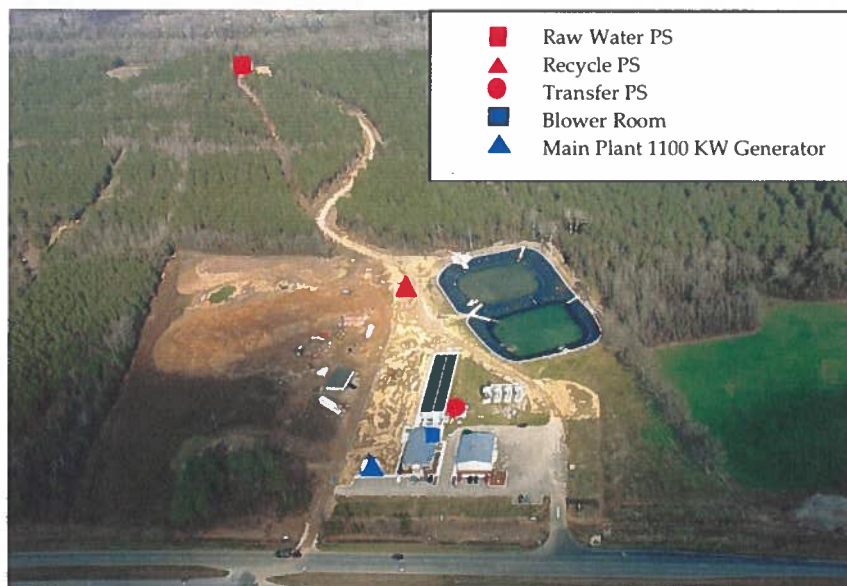
PROJECT TITLE	Replace Three (3) Pumps at the Raw Water Pump Station	BB 3			
CATEGORY:	Renewal/Rehabilitation				
Summary: <ul style="list-style-type: none"><li>Routine replacement of three (3) aging pumps at Raw Water Pumping Station.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>					
Justification: <ul style="list-style-type: none"><li>Pumps will be approximately 20 years old by 2032 and approaching end of useful service life.</li></ul>					
Consequence of No Action: <ul style="list-style-type: none"><li>The likelihood of failure of the pumps increases due to age and wear of the existing pump.</li></ul>					
Criticality: <div>▼</div> <table><tr><td>1</td><td>2</td><td>3</td></tr></table>			1	2	3
1	2	3			
DURATION (MONTHS)	12				
REQUIRED COMPLETION	2032				
TOTAL ESTIMATED COST	\$300,000				
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE				
2032	\$300,000				





# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

PROJECT TITLE	Replace Blower in the Blower Building	BB 4
CATEGORY:	Renewal/Rehabilitation	
Summary: <ul style="list-style-type: none"><li>Routine replacement of aging blower in blower building.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>		
Justification: <ul style="list-style-type: none"><li>Blower will be approximately 25 years old by 2032 and approaching end of useful service life.</li></ul>		
Consequence of No Action: <ul style="list-style-type: none"><li>The likelihood of failure of the blower increases due to age and wear of the existing blower.</li></ul>		
Criticality: <div>▼</div>		
1	2	3
DURATION (MONTHS)	12	
REQUIRED COMPLETION	2032	
TOTAL ESTIMATED COST	\$120,000	
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	
2032	\$120,000	





# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

PROJECT TITLE	Replace Three (3) Pumps at the Recycle Pump Station	BB 5													
CATEGORY:	Renewal/Rehabilitation														
Summary: <ul style="list-style-type: none"><li>Routine replacement of three (3) aging pumps at the Recycle Pumping Station.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>															
Justification: <ul style="list-style-type: none"><li>Pumps will be approximately 20 years old by 2032 and approaching end of useful service life.</li></ul>															
Consequence of No Action: <ul style="list-style-type: none"><li>The likelihood of failure of the pumps increases due to age and wear of the existing pump.</li></ul>															
Criticality: <div>▼</div> <table><tr><td>1</td><td>2</td><td>3</td></tr></table> <table><tr><td>DURATION (MONTHS)</td><td>12</td></tr><tr><td>REQUIRED COMPLETION</td><td>2032</td></tr><tr><td>TOTAL ESTIMATED COST</td><td>\$180,000</td></tr><tr><td>FISCAL YEAR</td><td>ANTICIPATED FISCAL YEAR EXPENDITURE</td></tr><tr><td>2032</td><td>\$180,000</td></tr></table>			1	2	3	DURATION (MONTHS)	12	REQUIRED COMPLETION	2032	TOTAL ESTIMATED COST	\$180,000	FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	2032	\$180,000
1	2	3													
DURATION (MONTHS)	12														
REQUIRED COMPLETION	2032														
TOTAL ESTIMATED COST	\$180,000														
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE														
2032	\$180,000														



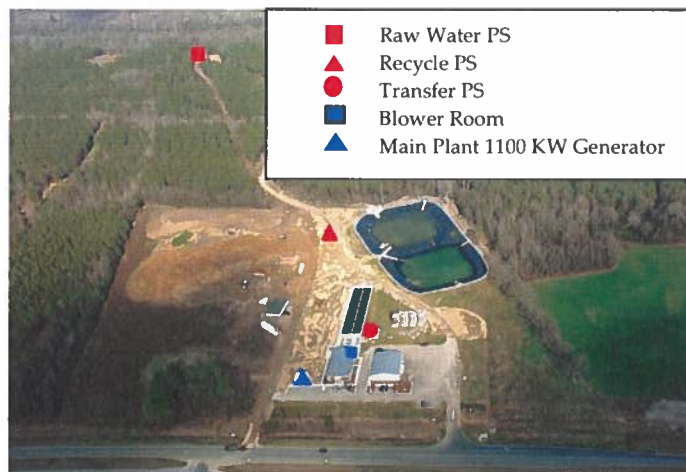
# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

PROJECT TITLE	Replace Three (3) Pumps at the Transfer Pump Station	BB 6													
CATEGORY:	Renewal/Rehabilitation														
Summary: <ul style="list-style-type: none"><li>Routine replacement of three (3) aging pumps at the Transfer Pumping Station.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>															
Justification: <ul style="list-style-type: none"><li>Pumps will be approximately 20 years old by 2032 and approaching end of useful service life.</li></ul>															
Consequence of No Action: <ul style="list-style-type: none"><li>The likelihood of failure of the pumps increases due to age and wear of the existing pump.</li></ul>															
Criticality: <div>▼</div> <table><tr><td>1</td><td>2</td><td>3</td></tr></table> <table><tr><td>DURATION (MONTHS)</td><td>12</td></tr><tr><td>REQUIRED COMPLETION</td><td>2032</td></tr><tr><td>TOTAL ESTIMATED COST</td><td>\$300,000</td></tr><tr><td>FISCAL YEAR</td><td>ANTICIPATED FISCAL YEAR EXPENDITURE</td></tr><tr><td>2032</td><td>\$300,000</td></tr></table>			1	2	3	DURATION (MONTHS)	12	REQUIRED COMPLETION	2032	TOTAL ESTIMATED COST	\$300,000	FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE	2032	\$300,000
1	2	3													
DURATION (MONTHS)	12														
REQUIRED COMPLETION	2032														
TOTAL ESTIMATED COST	\$300,000														
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE														
2032	\$300,000														



# BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

PROJECT TITLE	Replace Two (2) Generators at the Site	BB 7			
CATEGORY:	Renewal/Rehabilitation				
Summary: <ul style="list-style-type: none"><li>Routine replacement of two (2) aging on-site generators.</li></ul> <p><i>Note: Currently Smithfield Farmland Company (SFC) provides all operation and maintenance of the Bladen Bluffs Regional Surface Water Treatment Facility. The CIP project described on this sheet would only be required if the LCFWSA assumed full operation of the facility from SFC. Until such time all capital improvements and/or maintenance requirements are solely the responsibility of SFC.</i></p>					
Justification: <ul style="list-style-type: none"><li>Facility currently has two (2) generators on-site. Generators will be approximately 25 years old by 2037 and approaching end of service life.</li></ul>					
Consequence of No Action: <ul style="list-style-type: none"><li>The current generators are undersized to accommodate long term demands.</li><li>The existing generators are anticipated to become cost prohibitive to maintain.</li></ul>					
Criticality: <div>▼</div> <table><tr><td>1</td><td>2</td><td>3</td></tr></table>			1	2	3
1	2	3			
DURATION (MONTHS)	24				
REQUIRED COMPLETION	2037				
TOTAL ESTIMATED COST	\$840,000				
FISCAL YEAR	ANTICIPATED FISCAL YEAR EXPENDITURE				
2036	\$240,000				
2037	\$600,000				



## BLADEN BLUFFS REGIONAL SURFACE WATER FACILITY

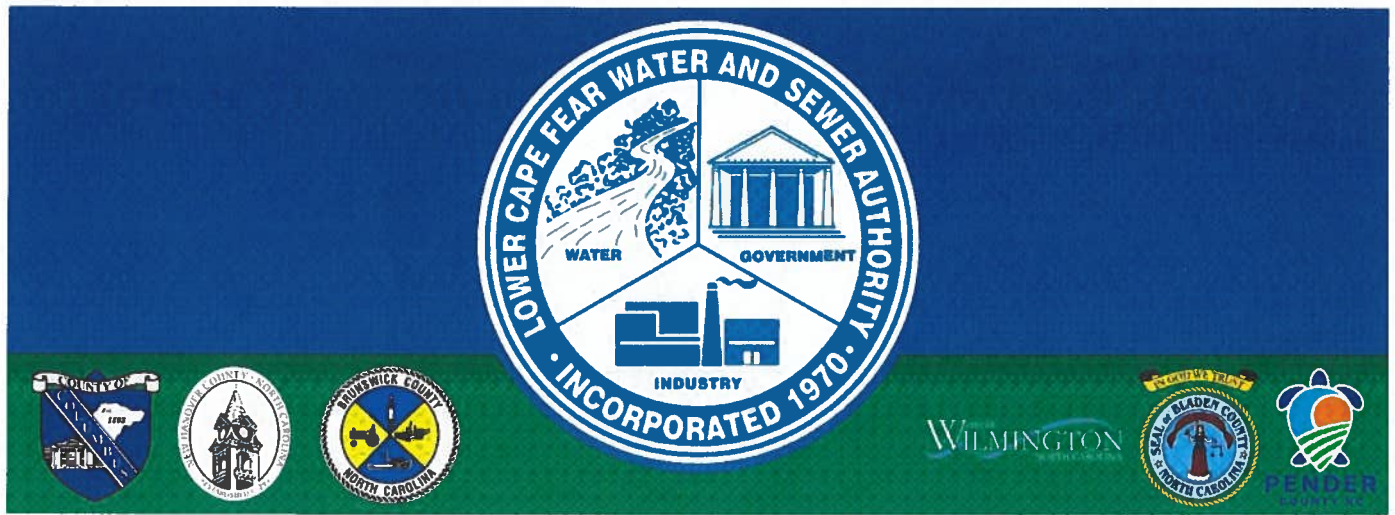
## Annual Fiscal Year Budget Breakdown (In Millions of Dollars)

Project No.	Description	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034	FY 2035	FY 2036	FY 2037	FY 2038	FY 2039	FY 2040	FY 2041	FY 2042	FY 2043	FY 2044	FY 2045	FY 2046	FY 2047	Totals
BB 1	New High Service Pump Station						\$0.60	\$3.60																			\$4.20
BB 2	Construct New 1 MG Capacity Clearwell						\$0.60	\$2.40																			\$3.00
BB 3	Replace (3) Pumps at Raw Water Pump Station										\$0.30																\$0.30
BB 4	Replace Blower in Blower Building										\$0.12																\$0.12
BB 5	Replace (3) Pumps at the Recycle Pump Station													\$0.18													\$0.18
BB 6	Replace (3) Pumps at the Transfer Pump Station													\$0.30													\$0.30
BB 7	Replace (2) Generators at the Site														\$0.24	\$0.60											\$0.84
Total Fiscal Year Expenditure							\$1.20	\$6.00			\$0.42			\$0.48	\$0.24	\$0.60											\$8.94

## **APPENDIX A – OPERATIONS BUDGET**



Annual Fiscal Year Budget Breakdown - Operations										
Item	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	Totals
Surveying	\$105,000									\$105,000
ROW Maintenance	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$55,000	\$495,000
ROW Clearing	\$225,000	\$225,000								\$450,000
SCADA Improvements			\$125,000							\$125,000
Anti-Vortexing Improvements	\$50,000	\$50,000	\$50,000							\$150,000
Meter and Valve Upgrades/Replacements							\$125,000			\$125,000
VFD Replacements	\$250,000	\$250,000								\$500,000
Argo ATV										\$0
RR Trans	\$48,000	\$350,000	\$350,000							\$748,000
Miscellaneous										\$0
<b>Total Fiscal Year Expenditure</b>	<b>\$733,000</b>	<b>\$930,000</b>	<b>\$580,000</b>	<b>\$55,000</b>	<b>\$55,000</b>	<b>\$55,000</b>	<b>\$180,000</b>	<b>\$55,000</b>	<b>\$55,000</b>	<b>\$2,698,000</b>



## **AGENDA**

**Lower Cape Fear Water & Sewer Authority**  
**1107 New Pointe Boulevard, Suite # 17, Leland, North Carolina**  
**9:00 a.m. – Regular Monthly Board Meeting**  
**April 10, 2023**

**MEETING CALL TO ORDER:** Chairman Blanchard

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

### **APPROVAL OF CONSENT AGENDA**

- C1** - Minutes of March 13, 2023, Regular Board Meeting
- C2** - Minutes of March 13, 2023, Finance Meeting
- C3** - Minutes of March 13, 2023, Personnel Meeting
- C4** - Kings Bluff Monthly Operations and Maintenance Report
- C5** - Bladen Bluffs Monthly Operations and Maintenance Reports
- C6** - Line-Item Adjustment for February 28, 2023
- C7** - Resolution Adopting the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for Kings Bluff Raw Water Pump Station, PWSID 50-09-013, for calendar year 2022.
- C8** - Resolution Adopting the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for Bladen Bluff's Regional Surface Water System, PWSID 50-09-013, for calendar year 2022.

### **OLD BUSINESS**

- OB1** – Consider the purchase or lease of the Caterpillar TL642 Telehandler for Kings Bluff Raw Water Plant.
  - A)** Resolution Approving Financing Terms for the Caterpillar TL642 Telehandler for the Kings Bluff Raw Water Plant.
  - B)** Resolution Approving Lease for the Caterpillar TL642 Telehandler for the Kings Bluff Raw Water Plant.

### **NEW BUSINESS**

- NB1** - Resolution Recognizing National Drinking Water Week
- NB2** - Resolution to Delegate Authority to Declare Personal Property as Surplus and Dispose of such Property Pursuant to N.C.G.S. 160A-266(c)
- NB3** - Budget Amendment #3
- NB4** - Resolution Approving Easement Encroachment Agreement with Piedmont Natural Gas Company, Inc. for Installation of a Natural Gas Line within a Portion of Lower Cape Fear Water and Sewer Easement
- NB5** - Consider Approval of 401 K Employee Contribution Policy

## **ENGINEER'S COMMENTS**

## **ATTORNEY COMMENTS**

## **EXECUTIVE DIRECTOR REPORT**

**EDR1**—Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date  
Ending March 31, 2023

**EDR2**—Operating Budget Status, Ending February 28, 2023.

**EDR3**—Summary of Activities

## **DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS**

## **PUBLIC COMMENT**

## **CLOSED SESSION**

**CS1** – Closed Session in accordance with N.C.G.S. §143-318.11(a)(3) and (6) to preserve  
Authority's Attorney-Client Privilege and for Personnel Matters respectively.

## **ADJOURNMENT**

*The next board meeting of the Lower Cape Fear Water & Sewer Authority is scheduled for Monday, May 8th at 9:00 a.m. in the Authority's office  
located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.*



## Consent Agenda (CA)

## Lower Cape Fear Water & Sewer Authority

# AGENDA ITEM

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Consent Agenda

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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Please find enclosed the items of a routine nature for consideration and approval by the Board of Directors with one motion. However, that does not preclude a board member from selecting an item to be voted on individually, if so desired.

**C1** - Minutes of March 13, 2023, Regular Board Meeting

**C2** - Minutes of March 13, 2023, Finance Meeting

**C3** - Minutes of March 13, 2023, Personnel Meeting

**C4** - Kings Bluff Monthly Operations and Maintenance Report

**C5** - Bladen Bluffs Monthly Operations and Maintenance Report

**C6** - Line-Item Adjustment for January 31, 2023

**C7** - Resolution Adopting the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for Kings Bluff Raw Water Pump Station, PWSID 50-09-013, for calendar year 2022.

**C8** - Resolution Adopting the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for Bladen Bluff's Regional Surface Water System, PWSID 50-09-013, for calendar year 2022.

**Action Requested:** Motion to approve/disapprove Consent Agenda.

Lower Cape Fear Water & Sewer Authority  
Regular Board Meeting Minutes  
March 13<sup>th</sup>, 2023

Chairman Blanchard called to order the Authority meeting scheduled on March 13<sup>th</sup>, 2023, at 9:00 a.m. and welcomed everyone present. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina. Director Leonard gave the invocation.

**Roll Call by Chairman Blanchard:**

**Present:** Norwood Blanchard, Patrick DeVane, Wayne Edge, Harry Knight, Al Leonard, Jackie Newton, Scott Phillips, Charlie Rivenbark, Chris Smith, Bill Sue, and Frank Williams

**Present by Virtual Attendance:** Phil Norris and Bill Saffo

**Excused Absent:** Rob Zapple

**Absent:** None

**Staff:** Tim H. Holloman, Executive Director; Matthew Nichols, General Counsel; Tony Boahn P.E., McKim & Creed, Sam Shore, COG; and Danielle Hertzog, Financial Administration Assistant

**Guests Present:** Glenn Walker, Brunswick County Water Resources Manager; Jordan Clark, Computer Warriors; Kenny Keel, Pender County Public Utilities Director; and Jess Powell P.E., McKim & Creed.

**Guests Virtual Attendance:** Ken Waldroup, Cape Fear Public Utility Authority Executive Director; Tom Hendrick, Pender County Utilities Water Treatment Plant Superintendent; and John Nichols, Brunswick County Public Utilities Director

**PLEDGE OF ALLEGIANCE:** Chairman Blanchard led the Pledge of Allegiance.

**APPROVAL OF CONSENT AGENDA**

**C1 – Minutes of January 13, 2023, Regular Board Meeting**

**C2 – Kings Bluff Monthly Operations and Maintenance Report**

**C3 – Bladen Bluffs Monthly Operations and Maintenance Reports**

**C4 – Line-item Adjustment for January 31, 2023**

**Motion:** Director Rivenbark **MOVED**; seconded by Director DeVane, approval of the Consent Agenda Items C1-C4 as presented. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

	For	Against	Abstained	Absent
Norwood Blanchard	X			
Patrick DeVane	X			
Wayne Edge	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Phil Norris	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo	X			
Chris Smith	X			
Bill Sue	X			
Frank Williams	X			
Rob Zapple				X
	13	0	0	1

**NEW BUSINESS**

**NB1 – Consider the purchase of a Caterpillar TL642 Telehandler for the Kings Bluff Raw Water Plant**

Executive Director Holloman presented the item. There is \$30,000 set aside in the current budget for the TL642 Telehandler, and the remaining \$127,000 will be financed for three years. Director Phillips wanted to know the difference between leasing and purchasing the telehandler. Glenn Walker advised in the past, they have only rented the forklift on an as-needed basis. Director Newton wanted to know if this quote contains a service and maintenance agreement and what is the depreciation on the forklift. Executive Director Holloman advised the quote does not include a service and maintenance agreement; however, he can ask if they have a service and maintenance agreement that can be added to the quote. Executive Director Holloman stated the depreciation would be around seven years and replacement after 15 years.

**NB2 - Resolution Approving Financing Terms for the Caterpillar TL642 Telehandler**

Purchase is tabled to compare leasing versus purchasing.

**Motion:** Director Williams **MOVED**; seconded by Director Newton, table until next month to compare lease versus purchase. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Wayne Edge	X			
Patrick DeVane	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Phil Norris	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo	X			
Chris Smith	X			
Bill Sue	X			
Frank Williams	X			
Rob Zapple				X
	13	0	0	1

**NB3 - Consider the purchase of a 2022 4x4 Canyon Truck**

Executive Director Holloman presented the item and answered clarification questions. Glenn Walker advised this would be a replacement vehicle for the 2005 GMC with over 200,000 miles on it. Director Newton questioned if LCFWASA has a replacement vehicle schedule. Executive Director Holloman advised not at this time, but he will work a schedule.

**NB4 - Budget Amendment #2 for 2022 GMC Canyon**

**Motion:** Director Phillips **MOVED**; seconded by Director Sue, approval to purchase a 4x4 Canyon truck and the Budget Amendment for the Canyon truck. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Wayne Edge	X			
Patrick DeVane	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Phil Norris	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo	X			
Chris Smith	X			
Bill Sue	X			
Frank Williams	X			
Rob Zapple				X
	13	0	0	1

**ENGINEER'S COMMENTS**

Tony Boahn presented an overview of the inspection on pump number five completed by Charles Underwood. This pump has been in operation for fourteen-plus years with 40,000 hours. Charles Underwood recommended the purchase of a spare bowl assembly due to the time frame to get the replacement being fifteen months. Mr. Underwood also recommended an inspection of the next pump.

**ATTORNEY COMMENTS**

No comments

**EXECUTIVE DIRECTOR REPORT****EDR1 – Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending February 28, 2023**

Executive Director Holloman reported that during February 2023, Brunswick County and CFPWA were above projections.

**DIRECTOR'S COMMENTS AND/OR FUTURE AGENDA ITEMS**

No comments

**PUBLIC COMMENT**

No comments

**CLOSED SESSION**

Chairman Blanchard requested a motion to go into a closed session to (1) discuss Attorney-Client Privilege related to the following pending lawsuit:

Cape Fear Public Utility Authority, Brunswick County, Lower Cape Fear Water & Sewer Authority, and Town of Wrightsville Beach v. The Chemours Company FC, LLC, E.I. Du Pont De Nemours and Company, and The Chemours Company; United States District Court for the Eastern District of North Carolina, Case No. 7:17-CV-00195-D and Case No. 7:17-CV-00209-D.

(2) and to discuss with the attorney a separate matter within the attorney-client privilege.

**Motion:** Director Williams **MOVED**; seconded by Director Knight, to go into closed session in accordance with N.C.G.S. §143-318.11(a)(3) to preserve Authority's Attorney-Client Privilege regarding the pending lawsuit and to discuss with attorney a separate matter within the attorney-client privilege. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Patrick DeVane	X			
Wayne Edge	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Phil Norris	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo	X			
Chris Smith	X			
Bill Sue	X			
Frank Williams	X			
Rob Zapple				X
	13	0	0	1

At 9:34 a.m., the board went into closed session. At 10:03 a.m., the board returned to open session. Discussion only; no action required.

#### ADJOURNMENT

There being no further business, Chairman Blanchard adjourned the meeting at 10:04 a.m.

Respectfully Submitted:

\_\_\_\_\_  
Patrick DeVane Secretary



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**Lower Cape Fear Water & Sewer Authority****Finance Committee Meeting Minutes****March 13, 2023**

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Chairman Blanchard called to order the Finance Committee Meeting on March 13, 2023, at 8:15 a.m. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.

**Present:** Norwood Blanchard, Al Leonard, Charlie Rivenbark, and Chris Smith

**Absent:** Patrick DeVane

**Present by Virtual Attendance:** Phil Norris

**Staff:** Tim H. Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Shore, COG; Danielle Hertzog, Financial Administration Assistant; and Jordan Clark, Computer Warriors

**Guests Present:** Director Bill Sue

**Guests Virtual Attendance:** None

**PowerPoint for Annual Budget Fiscal Year 2023-2024**

Executive Director Holloman reviewed essential cost items for the FY 2023-2024 draft budget. Our customers have projected to use 9,781,217,000 billion gallons of water for an estimated revenue of 3.7 million. Health insurance will be increasing by 5% for 952 dollars. The property and liability insurance expenses will be in on April 1. The state retirement will increase from 12.1% to 12.85. LCFWASA will be financing a forklift for Kings Bluff Plant for \$42,334 for three years. Anti Vortex Equipment for one assembly costs \$50,000 for Kings Bluff Plant. Preliminary engineering and permitting for the fourth pump. No increase in engineering cost for this year for the annual inspection report. Based on customer projections and the Planning Document, a 0.02 rate increase is recommended, adding two items to the budget. The first item is a pump inspection for \$275,000, and the second item added is a bowl assembly for the pump with a cost of \$250,000. Due to the added items, two items must be reduced or cut. The first would be to reduce the amount set aside for the 4th pump. Target was \$800,000, and now it will be \$575,000 to account for the \$275,000 needed for the pump inspection. The second item, the walkway and air backwash replacement appropriation is reduced to allow for the cost being \$250,000 of the bowl assembly. The FY 2023-2024 budget is a 9% increase from the FY22-23 budget due primarily to operating capital expenses, building the R & R Fund, and Bladen Bluffs' increase in operating cost.

**ADJOURNMENT**

There being no further business, Chairman Blanchard adjourned the meeting at 8:27 a.m.

Respectfully Submitted,

---

Tim Holloman, Executive Director

*The next Finance Committee Meeting of the Lower Cape Fear Water & Sewer Authority is scheduled for Monday, May 8<sup>th</sup>, 2023, at 8:30 a.m. in the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.*

**Lower Cape Fear Water & Sewer Authority**  
**Personnel Committee Meeting Minutes**  
**March 13<sup>th</sup>, 2023**

Chairman Blanchard called to order the Personnel Committee Meeting on March 13<sup>th</sup>, 2023, at 8:30 a.m. The meeting was held at the Authority's office located at 1107 New Pointe Boulevard, Suite 17, Leland, North Carolina.

**Present:** Norwood Blanchard, Wayne Edge, Harry Knight, Al Leonard, Jackie Newton, Scott Phillips, Charlie Rivenbark, and William Sue

**Present by Virtual Attendance:** None

**Absent:** Bill Saffo

**Staff:** Tim Holloman, Executive Director; Matthew Nichols, General Counsel; Sam Shore, COG; and Danielle Hertzog, Financial Administrative Assistant

**Guest:** Director Patrick DeVane, Director Chris Smith, and Jordan Clark, Computer Warriors

**Discussion: 401K Contribution**

Executive Director Holloman advised that LCFWASA currently contributes 3% with no required match but would like the committee to consider contributing up to 6% only when matched by the employee.

**Motion:** Director Phillips **MOVED**; seconded by Director Knight, approval to update the 401K Contribution. Upon voting, the **MOTION CARRIED**.

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Wayne Edge	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton		X		
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo				X
Bill Sue	X			
	7	1	0	1

**Discussion: Vacation**

Executive Director Holloman proposed allowing employees to redeem up to 37.5 hours of vacation time for payment if they have 40 hours of vacation leave remaining for the upcoming year. Director Newton was concerned with staff redeeming vacation leave and then becoming burnt out. Director Knight wanted to know if we have a use-or-lose-it policy. Executive Director Holloman advised LCFWASA does not have a use it or lose it policy due to the small staff. Chairman Blanchard suggested that the vacation policy be tabled until the June 5, 2023, meeting.

**Motion:** Director Leonard **MOVED**; seconded by Director Knight, to table the updated vacation policy. Upon voting, the **MOTION CARRIED UNANIMOUSLY**.

	<u>For</u>	<u>Against</u>	<u>Abstained</u>	<u>Absent</u>
Norwood Blanchard	X			
Wayne Edge	X			
Harry Knight	X			
Al Leonard	X			
Jackie Newton	X			
Scott Phillips	X			
Charlie Rivenbark	X			
Bill Saffo				X
Bill Sue	X			
	8	0	0	1

**ADJOURNMENT**

There being no further business, Chairman Blanchard adjourned the meeting at 8:49 a.m.

Respectfully Submitted,

---

Tim Holloman, Executive Director

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COUNTY OF BRUNSWICK  
PUBLIC UTILITIES DEPARTMENT  
Kings Bluff Pump Station



246 Private Road  
Riegelwood, NC 28456  
(910) 655-4799 Office  
(910) 655-4798 FAX

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TO: Tim Holloman

FROM: Greg Lazorchak

DATE: 4/03/2023

SUBJECT: Monthly maintenance report for March 2023

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Mr. Holloman,

The Maintenance and Operations of the king's bluff facility for the month of March were performed as prescribed in the station SOP'S and other items are as follows.

The diesel drive booster pumps along with the standby SCADA generator located at the raw tank and the SCADA generator located at INVISTA / CFPUA vaults off HWY 421 were run and tested weekly and verified standby ready.

KB personnel completed all locates issued by the 811 system.

KB personnel assisted Sanford Electrical Contracts in removal and replacement of VFD #5.

KB personnel completed Inspection of Right Of Way.

KB personnel performed monthly operation of generator #1 & #2.

KB personnel reorganized Pump room #1 along with VFD room.

KB personnel prepped floor in pump room #1 in preparation for epoxy coating.

KB personnel power washed generator #1 & #2 as per quarterly procedure.

KB personnel changed flood light along entire perimeter at Kings Bluff Pump Station.

**Contractors:**

NEWCOMB performed Quarterly service on HVAC unit.

Power Secure assessed pumps and generator for yearly service.

Received shipment from Core and Main.

Engineered Systems Inc. performed assessment on 10 ton hoist in pump room #4 & #5.

Cleaning crew came to Kings Bluffs office for bi-monthly cleaning.

LJ's Landscaping cut grass and overgrowth on right of way in addition to Kings Bluff Pump Station.

Thank you,  
Gregory Lazorchak



To: Tim Holloman - LCFWASA

From: James Kern – Bladen Bluffs SWTP ORC

Date: 4/5/23

Subject: March 2023 Operations

During the month of March, Bladen Bluffs SWTP operated a total of 23 days, treating 61.61 million gallons of water.

We used:

42,466 lbs. of aluminum sulfate (Alum)

10,531 lbs. of sodium hydroxide (Caustic)

1,338 lbs. of sodium hypochlorite (2,687 gallons of 6% Chlorine Bleach)

**James Kern**  
**Water Treatment Plant**  
**Supervisor**

(910) 862-3114  
(910) 862-3146  
(910) 733-0016 mobile  
[jkern@smithfield.com](mailto:jkern@smithfield.com)

**Smithfield**  
*Good food. Responsibly.®*

Bladen Bluffs Surface Water Treatment  
Plant  
17014 Highway 87 West  
Tar Heel, NC 28392  
[www.smithfieldfoods.com](http://www.smithfieldfoods.com)



## Bladen Bluffs SWTP Maintenance Report

Date: 4/5/2023

### ISSUE:

### PLAN OF ACTION:

Air on finished water line (from GAC)	Installed – closer to solving issue
All PLC need updated	Getting quotes
Found small leak in lagoon liner	Contractor has inspected
Clearwells Inspection	IN PROGRESS
Lost signal to three cameras at river	IN PROGRESS
Vault intrusion electrical needs sealed	Quote approved
Replacing all faded ARC Flash/safety outdoor labels	IN PROGRESS
Need new keypad/intercom system front gate	IN PROGRESS
Drainage ditch at clearwells needs clearing	COMPLETE
Road needs grading	COMPLETE
Dam needs clearing	COMPLETE
FCV on filter 2 bad motor	FIXED
Install lights and camera at river	Quote approved

# Monthly Operating Reports (MORs) Summary

(No user data entry – all values are auto-populated.)

Year: 2023 PWS Name: Bladen Bluffs Water System PWSID#: NC5009012  
 Month: March Facility Name: Bladen Bluff

## Combined Filter Effluent (CFE) Turbidity

Samples exceeding 1 NTU (count):	<u>0</u>	Number of samples required:	<u>122</u>
Samples exceeding .3 NTU (count):	<u>0</u>	Number of samples taken:	<u>123</u>
Samples exceeding .3 NTU (pct):	<u>0.0%</u>	Highest single turbidity reading NTU:	<u>0.094</u>
		Monthly average turbidity NTU:	<u>0.059</u>

## Individual Filter Effluent (IFE) Turbidity

1) Was each filter <u>continuously</u> monitored for turbidity?	Yes	<u>X</u>	No	<u>          </u>
2) Was each filter's monitoring results <u>recorded every 15 minutes</u> ?	Yes	<u>X</u>	No	<u>          </u>
3) Was there a failure of the continuous turbidity monitoring equipment?	Yes	<u>          </u>	No	<u>X</u>
4) Was any individual filter turbidity level > 1.0 NTU in two consecutive measurements ?	Yes	<u>          </u>	No	<u>X</u>
5) Was any individual filter turbidity level > 0.5 NTU in two consecutive measurements at the end of 4 hours of operation after the filter has been backwashed or otherwise taken offline ?	Yes	<u>          </u>	No	<u>X</u>
6) Was any individual filter turbidity level > 1.0 NTU in two consecutive measurements in each 3 consecutive months ?	Yes	<u>          </u>	No	<u>X</u>
7) Was any individual filter turbidity level > 2.0 NTU in two consecutive measurements in 2 consecutive months ?	Yes	<u>          </u>	No	<u>X</u>

## Entry Point Residual Disinfectant Concentration (EPRD)

Disinfectant Used	<u>Chlorine</u>	Number of samples required	<u>122</u>
Minimum EPRD concentration	<u>0.9100</u>	Number of samples taken	<u>123</u>

## Distribution Residual Disinfectant Concentration

Number of samples under 0.010 mg/L (without any detectable) excluding where HPC is ≤ 500/mL	<u>0</u>
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## Contact Time (CT) Ratio

Lowest CT ratio reading	<u>15.20</u>	Number of CT ratios required	<u>23</u>
Number of CT ratios below 1.0	<u>0</u>	Number of CT ratios calculated	<u>23</u>

## Remarks From General Info Worksheet



By checking this box, the ORC certifies that the requirements of 15A NCAC 18C .1301 "General Requirements", .1302 "Tests, Forms, and Reporting", and .1303 "Facility Oversight" have been met for the month of March, 2023 and that records documenting compliance with this rule are maintained on the premises and available for inspection upon request.

NCDENR/DEH  
 PWSS  
 Version: V02.10-00

COMPLETED BY:

James Kern

CERTIFICATE GRADE:

A - Surface

CERTIFICATE NUMBER:

120147

**CONSENT AGENDA (CA6)****Lower Cape Fear Water & Sewer Authority**

**CONSENT ITEM-** Background: Line-Item adjustments are made to align revenues and expenditures more closely to actuals without exceeding or decreasing the approved or amended budget.

**LINE-ITEM ADJUSTMENTS FOR 01/31/2023**

<b>Operating Fund:</b>	<b>Line-Item Budget Amount prior to Adjustment</b>	<b>Decrease</b>	<b>Increase</b>	<b>Budget Amount as of 02/28/2023</b>
<b>REVENUE</b>				
<b>EXPENSES</b>				
4510-01 Bladen Bluff Expenses	\$ 2,335,094	\$ 19,498		\$ 2,315,596
4545-01 Series 2010 Bond Principal (BB)	\$ 850,000		\$ 60,000	\$ 910,000
4046-01 Series 2010 Bond Interest (BB)	\$ 297,500	\$ 40,502		\$ 256,998
<b>Total</b>	<b>\$ 3,482,594</b>	<b>\$(60,000)</b>	<b>\$ 60,000</b>	<b>\$ 3,482,594</b>

**Resolution Adopting the Lower Cape Fear Water & Sewer Authority's  
Local Water Supply Plan for Kings Bluff Raw Water Pump Station,  
PWSID 50-09-013, for Calendar Year 2022**

**Whereas**, North Carolina General Statute 143-335 (l) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan at least once each five years; and

**Whereas**, as required by the statute and in the interests of sound local planning, the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for calendar year 2022 for Kings Bluff Raw Water Pump Station, has been developed and submitted to the Board of Directors for approval; and

**Whereas**, the Board of Directors for the Lower Cape Fear Water & Sewer Authority (Authority) find that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Authority, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

**Now, Therefore, Be It Resolved** by the Chairman and Board of Directors of the Lower Cape Fear Water & Sewer Authority that the Local Water Supply Plan for calendar year 2022 for Kings Bluff Raw Water Pump Station is approved for submittal to the Department of Environmental Quality, Division of Water Resources (Department); and

**Be It Further Resolved** that the Board of Directors of the Authority intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

**This Resolution was adopted on the 10th day of April 2023.**

\_\_\_\_\_  
**Norwood Blanchard, Chairman**

ATTEST:

\_\_\_\_\_  
**Patrick DeVane, Secretary**

# LCFWSA - Kings Bluff

2022 ▾

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name:	LCFWSA - Kings Bluff	PWSID:	50-09-013
Mailing Address:	1107 New Pointe Blvd., Suite # 17 Leland, NC 28451	Ownership:	Authority
Contact Person:	Tim H Holloman	Title:	Executive Director
Phone:	910-383-1919	Cell/Mobile:	919-333-5933

Provisional

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Other	48	80.00 %
Other	54	20.00 %

What are the estimated total miles of distribution system lines? 38 Miles

How many feet of distribution lines were replaced during 2022? 0 Feet

How many feet of new water mains were added during 2022? 0 Feet

How many meters were replaced in 2022? 0

How old are the oldest meters in this system? 0 Year(s)

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? 0

What is this system's finished water storage capacity? 0.0000 Million Gallons

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* No

### Programs

Does this system have a program to work or flush hydrants? No

Does this system have a valve exercise program? Yes, Semi-Annually

Does this system have a cross-connection program? No

Does this system have a program to replace meters? No

Does this system have a plumbing retrofit program? No

Does this system have an active water conservation public education program? Yes

Does this system have a leak detection program? Yes

### Water Conservation

What type of rate structure is used? Flat/Fixed

How much reclaimed water does this system use? 0.0000 MGD For how many connections? 0

Does this system have an interconnection with another system capable of providing water in an emergency? No

## 2. Water Use Information



## Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Cape Fear River (02-3)	100 %	Brunswick	80 %
		New Hanover	19 %
		Pender	1 %

What was the year-round population served in 2022? 550,000

What was the seasonal population and months served in 2022? (if applicable) 440,000 ( May Jun Jul Aug Sep )

System Map: [download](#) 

Has this system acquired another system since last report? No

## Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	0	0.0000	0	0.0000
Commercial	0	0.0000	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0000 MGD

## Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Brunswick County	04-10-045	15.3400	365	24.0000	2022	Yes	Yes	48,54	Regular
Cape Fear Public Utility Authority	04-65-010	12.2200	365	23.0000	2022	Yes	Yes	48,54	Regular
Pender County	70-71-011	1.5600	365	6.0000	2029	Yes	Yes	48,54	Regular

## 3. Water Supply Sources

## Monthly Withdrawals &amp; Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	16.7200	20.8400	May	35.9400	44.6500	Sep	33.1200	37.7900
Feb	26.0500	28.0200	Jun	41.7000	48.0600	Oct	29.0800	34.6400
Mar	26.5500	32.3600	Jul	31.6400	39.1200	Nov	25.9800	30.6300
Apr	33.9100	42.2400	Aug	33.0300	41.7000	Dec	27.5200	36.6000



## Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Cape Fear River	Lock and Dam No. 1	32.6090	365	44.6500	96.0000	F	0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

## Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Cape Fear River	Lock and Dam No. 1	5,255	Yes	Cape Fear River (02-3)	Bladen		Regular

What is this system's off-stream raw water supply storage capacity? 3 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

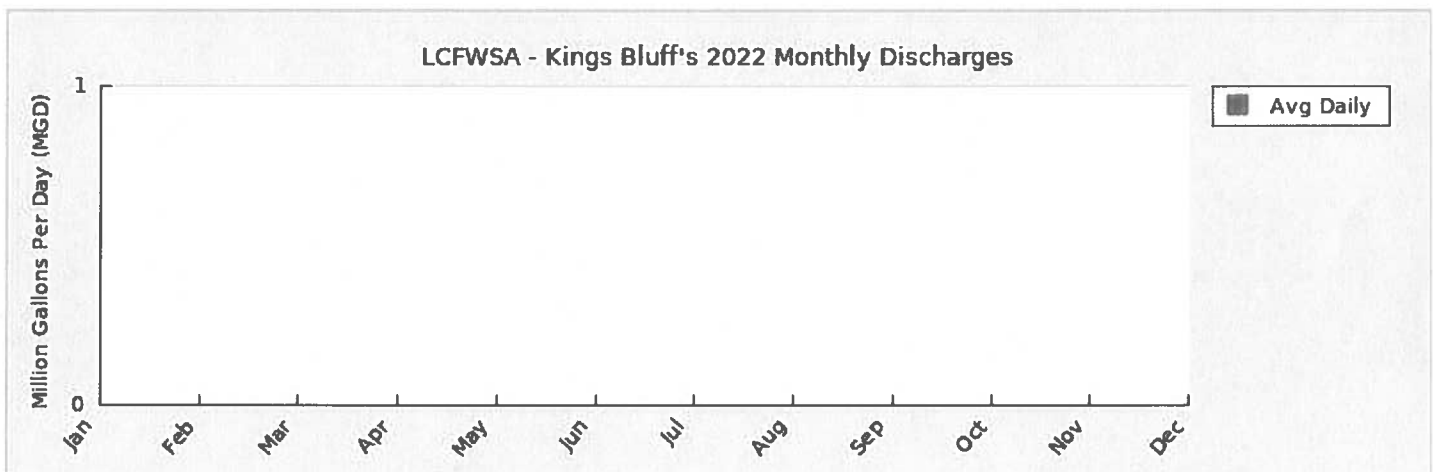
#### Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Cape Fear Public Utility Authority	04-65-015	0.0000	0			Yes	No	24	Emergency

## 4. Wastewater Information

#### Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0000	May	0.0000	Sep	0.0000
Feb	0.0000	Jun	0.0000	Oct	0.0000
Mar	0.0000	Jul	0.0000	Nov	0.0000
Apr	0.0000	Aug	0.0000	Dec	0.0000



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 0

Are there plans to build or expand wastewater treatment facilities in the next 10 years? No

## 5. Planning

#### Projections

	2022	2030	2040	2050	2060	2070
Year-Round Population	550,000	556,500	567,325	567,845	568,381	568,933
Seasonal Population	440,000	453,200	466,796	480,800	495,224	510,081
Residential	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Commercial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Unaccounted-for	3.4890	0.0000	0.0000	0.0000	0.0000	0.0000

## Demand v/s Percent of Supply

	2022	2030	2040	2050	2060	2070
Surface Water Supply	96.0000	96.0000	96.0000	96.0000	96.0000	96.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	96.0000	96.0000	96.0000	96.0000	96.0000	96.0000
Service Area Demand	3.4890	0.0000	0.0000	0.0000	0.0000	0.0000
Sales	29.1200	53.0000	53.0000	53.0000	53.0000	53.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	32.6090	53.0000	53.0000	53.0000	53.0000	53.0000
Demand as Percent of Supply	34%	55%	55%	55%	55%	55%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 0 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **No Changes**

Are there other demand management practices you will implement to reduce your future supply needs? **No Changes**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **No Changes**

How does the water system intend to implement the demand management and supply planning components above? **No changes**

## Additional Information

Has this system participated in regional water supply or water use planning? **Yes, McKim and Creed Completed an analysis of usage in 2016 and we are operating from that information.**

What major water supply reports or studies were used for planning? **Kings Bluff usage, trends and population projections for regional growth.**

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

**Resolution Adopting the Lower Cape Fear Water & Sewer Authority's  
Local Water Supply Plan for Bladen Bluffs Regional Surface Water System,  
PWSID 50-09-012 for Calendar Year 2022**

**Whereas**, North Carolina General Statute 143-335 (l) requires that each system that provides public water services or plans to provide such services shall, either individually or together with other systems, prepare and submit a Local Water Supply Plan at least once each five years; and

**Whereas**, as required by the statute and in the interests of sound local planning, the Lower Cape Fear Water & Sewer Authority's Local Water Supply Plan for calendar year 2022 for Bladen Bluffs Regional Surface Water System, has been developed and submitted to the Board of Directors for approval; and

**Whereas**, the Board of Directors for the Lower Cape Fear Water & Sewer Authority (Authority) find that the Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute 143-355 (l) and that it will provide appropriate guidance for the future management of water supplies for the Authority, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute.

**Now, Therefore, Be It Resolved** by the Chairman and Board of Directors of the Lower Cape Fear Water & Sewer Authority that the Local Water Supply Plan for calendar year 2022 for Bladen Bluffs Regional Surface Water System is approved for submittal to the Department of Environmental Quality, Division of Water Resources; (Department); and

**Be It Further Resolved** that the Board of Directors of the Authority intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years or as otherwise requested by the Department, in accordance with the statute and sound planning practice.

**This Resolution was adopted on the 10th day of April 2023.**

\_\_\_\_\_  
Norwood Blanchard, Chairman

ATTEST:

\_\_\_\_\_  
Patrick DeVane, Secretary

# Bladen Bluffs - LCFWSA

2022 ▼

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name:	Bladen Bluffs - LCFWSA	PWSID:	50-09-012
Mailing Address:	1107 New Pointe Blvd., Suite # 17 Leland, NC 28451	Ownership:	Authority
Contact Person:	Tim Holloman	Title:	Executive Director
Phone:	910-383-1919	Cell/Mobile:	--
Secondary Contact:	James Kern	Phone:	910-733-0016
Mailing Address:	PO Box 100 Tar Heel, NC 28392	Cell/Mobile:	--

**Provisional**

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Ductile Iron	24	100.00 %

What are the estimated total miles of distribution system lines? **1 Miles**

How many feet of distribution lines were replaced during 2022? **0 Feet**

How many feet of new water mains were added during 2022? **0 Feet**

How many meters were replaced in 2022? **0**

How old are the oldest meters in this system? **0 Year(s)**

How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **0**

What is this system's finished water storage capacity? **4.0000 Million Gallons**

Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

### Programs

Does this system have a program to work or flush hydrants? **No**

Does this system have a valve exercise program? **No**

Does this system have a cross-connection program? **No**

Does this system have a program to replace meters? **No**

Does this system have a plumbing retrofit program? **No**

Does this system have an active water conservation public education program? **No**

Does this system have a leak detection program? **No**

### Water Conservation

What type of rate structure is used? **Other**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**



## 2. Water Use Information

### Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
Cape Fear River (02-3)	100 %	Bladen	100 %

What was the year-round population served in 2022? 0

Has this system acquired another system since last report?

### Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	0	0.0000	0	0.0000
Commercial	0	0.0000	0	0.0000
Industrial	0	0.0000	0	0.0000
Institutional	0	0.0000	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? 0.0601 MGD

### Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Smithfield Packing Company	03-09-527	2.3770	252	4.0000		Yes	No	24	Regular

## 3. Water Supply Sources

### Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	1.3532	2.9600	May	1.7261	3.5000	Sep	1.8307	3.5000
Feb	1.6550	3.3900	Jun	1.9490	3.8300	Oct	1.8703	3.6900
Mar	2.0336	3.2200	Jul	1.6723	3.5000	Nov	1.6737	3.0000
Apr	1.5567	3.2100	Aug	2.1042	3.7900	Dec	1.4887	3.0700



### Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Cape Fear River		2.5252	252	3.8300	6.0000	T	0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

### Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Cape Fear River		4,900	Yes	Cape Fear River (02-3)	Bladen		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

### Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Smithfield Packing Inc.	03-09-527	0.0000	0			Yes	No	24	Regular

## Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Bladen Bluffs Surface Water Tr	6.0000	Yes	Yes	Cape Fear River

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2022? **No**

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2022? **No**

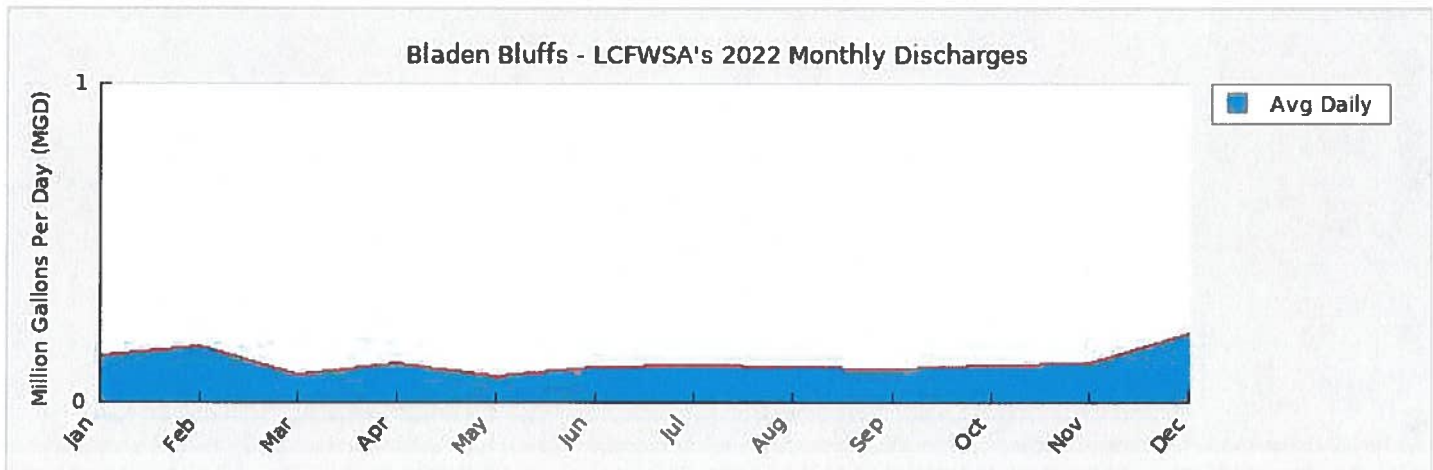
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? **No**

## 4. Wastewater Information

## Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.1461	May	0.0832	Sep	0.1068
Feb	0.1775	Jun	0.1129	Oct	0.1171
Mar	0.0863	Jul	0.1172	Nov	0.1254
Apr	0.1240	Aug	0.1109	Dec	0.2169



How many sewer connections does this system have? **0**

How many water service connections with septic systems does this system have? **0**

Are there plans to build or expand wastewater treatment facilities in the next 10 years? **No**

## Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NCG590020	WTP	1.5000	1.5000	0.1267	1.3900	Cape Fear River	Cape Fear River (02-3)

## 5. Planning

## Projections

2022      2030      2040      2050      2060      2070

Year-Round Population	0	0	0	0	0	0
Seasonal Population	0	0	0	0	0	0
Residential	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Commercial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Industrial	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Institutional	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
System Process	0.0601	0.0601	0.0601	0.0601	0.0601	0.0601
Unaccounted-for	0.0422	0.0422	0.0422	0.0422	0.0422	0.0422

## Demand v/s Percent of Supply

	2022	2030	2040	2050	2060	2070
Surface Water Supply	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	6.0000	6.0000	6.0000	6.0000	6.0000	6.0000
Service Area Demand	0.1023	0.1023	0.1023	0.1023	0.1023	0.1023
Sales	1.6411	4.0000	4.0000	4.0000	4.0000	4.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	1.7434	4.1023	4.1023	4.1023	4.1023	4.1023
Demand as Percent of Supply	29%	68%	68%	68%	68%	68%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is **unavailable until we receive population data for 2022** gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here.

Are there other demand management practices you will implement to reduce your future supply needs?

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs?

How does the water system intend to implement the demand management and supply planning components above?

## Additional Information

Has this system participated in regional water supply or water use planning? **No**

What major water supply reports or studies were used for planning?

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues:

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## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H HOLLOMAN EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Consider the purchase or lease of a Caterpillar TL642 Telehandler for the  
Kings Bluff Raw Water Plant.

---

**Action Requested:** Motion to approve/disapprove.



# Cat<sup>®</sup> TL642

## TELEHANDLER

### Specifications

#### Engine

Model*	Cat <sup>®</sup> 3.6L	
Gross Power (Basic)	55 kW	73.7 hp

\*Meets U.S. EPA Tier 4 Final emission standards.

#### Operating Specifications

Rated Load Capacity	2948 kg	6,500 lb
Maximum Lift Height	12.8 m	42 ft
Maximum Forward Reach	9.1 m	30 ft
Frame Leveling	10°	
Travel Speed	31 km/h	19 mph
Capacity at Max Height	2949 kg	6,500 lb
Capacity at Max Reach	317 kg	700 lb
Turning Radius over Tires	3.7 m	12 ft
Drawbar Pull – Loaded	92 kN	20,670 lbf
Operating Weight	9980 kg	22,002 lb

#### Hydraulic System

Gear Pump	Single-section	
Auxiliary Hydraulic Pressure	240 bar	3,481 psi
Auxiliary Hydraulic Flow	68 L/min	18 gal/min

#### Service Refill Capacities

Fuel Tank	145 L	38.3 gal
Hydraulic System	151.5 L	40 gal

#### Axles and Brakes

- Trunnion mounted planetary 55-degree steer axles
- High bias limited slip differential on front axle
- Service brakes: Inboard wet disc brakes on front and rear axles
- Parking Brakes: Wet disc, spring applied hydraulic release on front axle

#### Transmission Speeds

Forward/Reverse	4 Speeds/3 Speeds
-----------------	-------------------

#### Tires

Standard	370/75-28 Duraforce Air
Optional	370/75-28 Duraforce Foam Fill 315/95-28 Telemaster Solid 13.00-24 16PR Air 13.00-24 12PR Foam 370/75-28 Non-Marking Air 370/75-28 Non-Marking Foam

#### Boom Performance

Boom Up/Boom Down	15.0 Seconds/10.3 Seconds
Tele In/Tele Out	9.5 Seconds/16.3 Seconds

#### Optional Work Tool Attachments

##### Hydraulic IT Coupler

##### Carriages

Standard Tilt	1270 mm	50 in
	1524 mm	60 in
	1829 mm	72 in
Side Tilt	1270 mm	50 in
	1829 mm	72 in
Side Shift	1270 mm	50 in
Swing, 100°	1829 mm	72 in
Dual Hydraulic Fork Positioner	1270 mm	50 in
	1829 mm	72 in

##### Forks

Pallet	1220 mm	48 in
	1525 mm	60 in
	1829 mm	72 in
Lumber	1525 mm	60 in
Block/Cubing	1220 mm	48 in
Fork Extensions*	2286 mm	90 in

##### Buckets

General Purpose	1.0 m <sup>3</sup>	1.3 yd <sup>3</sup>
	1.5 m <sup>3</sup>	2.0 yd <sup>3</sup>
	1.0 m <sup>3</sup>	1.3 yd <sup>3</sup>
Multi Purpose	1.0 m <sup>3</sup>	1.3 yd <sup>3</sup>
Grapple	1.3 m <sup>3</sup>	1.7 yd <sup>3</sup>
Material Handling Arm	Adjustable 2-4 m	Adjustable 6.7-13.2 ft
Truss Booms	3.7 m	12 ft
	4.6 m	15 ft
Truss with Winch	0.9 m	3 ft
	3.7 m	12 ft

##### Fork Mounted

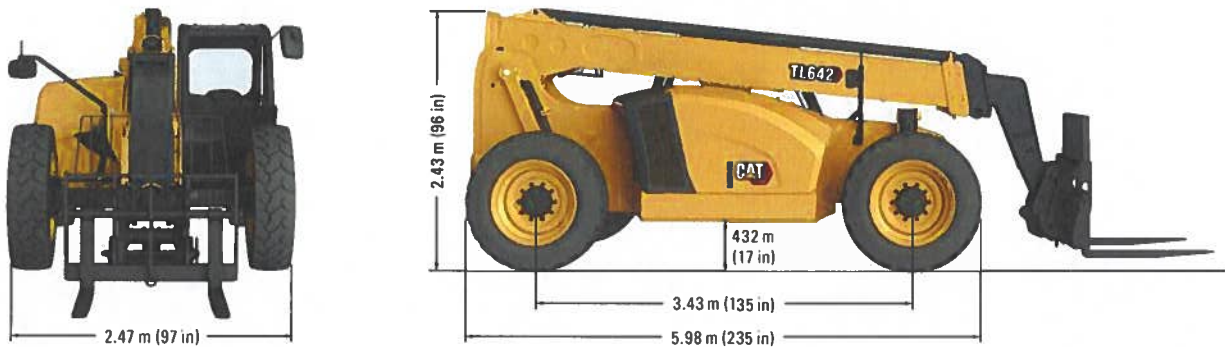
Work Platform	1220 mm × 2438 mm	4 ft × 8 ft
Truss Boom	Adjustable 2.1-3.6 m	Adjustable 7-12 ft
Lifting Hook		
Trash Hopper		

\*For use with 1525 mm (60 in) forks or larger

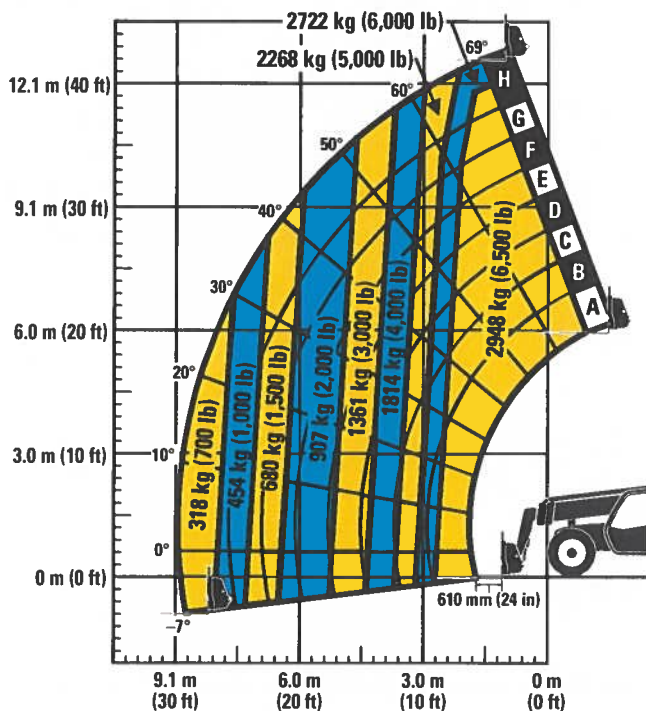


# TL642 Telehandler

## Dimensions (All dimensions are approximate.)



## Load Chart and Dimensions



### IMPORTANT

Rated lift capacities shown are with machine equipped with carriage and pallet forks. The machine must be level on a firm surface with undamaged, properly inflated tires. Machine specifications and stability are based on rated lift capacities at specific boom angles and boom lengths. (If specifications are critical, the proposed application should be discussed with your dealer.)

**DO NOT** exceed rated lift capacity loads, as unstable and dangerous machine conditions will result.

**DO NOT** tip the machine forward to determine the allowable load.

Use only approved attachments with proper material handler model/attachment load capacity charts displayed in the operator's cab.

*Due to continuous product improvements, machine specifications and/or equipment changes may be made without prior notification. This machine meets or exceeds ANSI/ITSDF B56.6-2016 as originally manufactured for intended applications.*

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at [www.cat.com](http://www.cat.com)

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Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ8392 (08-2021)  
Build Number: 642-05  
(N Am)





## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H HOLLOMAN EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Resolution Approving Financing Terms for the Caterpillar TL642  
Telehandler for the Kings Bluff Raw Water Plant.

---

**Action Requested:** Motion to approve/disapprove.

# Gregory Poole Equipment Company

## QUOTATION

FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
910-371-6301

**Gregory Poole**


PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
Charlotte, NC 28260  
<https://gregorypoole.billtrust.com>

QUOTATION NUMBER Q266127-1  
QUOTATION DATE 2/7/2023  
VALID UNTIL 3/9/2023

**BILL TO**
**SHIP TO**

Brunswick County Public Utilities  
250 Grey Water Rd  
Supply, NC 28462  
USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
		Wilmington Heavy Equipment	Heavy Construction	1 of 4
SALESMAN	CUSTOMER CONTACT	TERMS		
Austin M. Stott				
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	

1	Caterpillar TL642 Telehandler	223,137.60	223,137.60	
-1	Sourcewell Discount (22%)	49,090.14	-49,090.14	
1	- First Year Premier Warranty - 2YR Product Link Subscription - Predelivery - Delivery to Customer	3,090.00	3,090.00	
-1	GPEC Discount	19,459.00	-19,459.00	

**EQUIPMENT CONSIST:**

1	6019597	TL642 05A TELEHANDLER CFG1
1	0P9003	LANE 3 ORDER
1	5599838	STEERING, STANDARD
1	5655007	RIDE CONTROL, NONE
1	4863403	CLIMATE PK, STD, DUAL BATTERY
1	6022331	CAB, ENCLOSED, AC+ HEAT
1	4738558	WINDOW, REAR, STANDARD
1	4700859	BELT, SEAT, 3"
1	4765226	MONITOR, NONE
1	4853311	ALARM, BACK-UP, STANDARD
1	4727832	LEVER, MANUAL, FNR/WIPERS/IND
1	5159736	SUN SCREEN, ROOF, NONE
1	6022295	FRAME, STABILIZER, NONE
1	0P3714	PACK, ROLL ON/ROLL OFF, TL
2	3019753	FORK, PALLET 2.36" X 5" X 48"
1	5498955	CARRIAGE, SIDE TILT, 50"
1	5013002	PRODUCT LINK, CELLULAR PL641
1	5004484	USB CHARGING POINT

**CONTINUED**

☐ By checking this box the Assignment Clause noted below applies. Make check payable to **Gregory Poole Exchange LLC**

☐ By checking this box the Assignment Clause noted below does not apply.

**Assignment Clause:** Notice is hereby given that Gregory Poole Leasing LLC has assigned its rights under this Purchaser's order to **Gregory Poole Exchange LLC** to sell the rental equipment described herein and, if applicable, to purchase trade-in property described herein.

Purchaser warrants that any Trade-In Equipment is free and clear of all liens and encumbrances, except as described above, and that he/she/they are the sole owners. Purchaser has read the terms and conditions on the reverse of this document and acknowledge that this purchase from the seller is subject to the same terms and conditions.

(Sales Representative)

(Purchaser)

# Gregory Poole Equipment Company

## QUOTATION

FEDERAL TAXPAYER ID# 56-0487311  
WWW.GREGORYPOOLE.COM  
910-371-6301

**Gregory Poole**



PLEASE REMIT TO:  
Gregory Poole Equipment Company  
Processing Center, PO Box 60457  
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### BILL TO

### SHIP TO

Brunswick County Public Utilities  
250 Grey Water Rd  
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USA

INVOICE ACCOUNT	ORDER ACCOUNT	WAREHOUSE	DIVISION	PAGE
		Wilmington Heavy Equipment	Heavy Construction	2 of 4
SALESMAN	CUSTOMER CONTACT	TERMS		
Austin M. Stott				
QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	
1	5666803 WORKLIGHTS,LED, A/C COMPATIBLE			
1	6024694 MANUAL, O&M, ENGLISH			
1	0P3917 TL642 NORTH AMERICAN ORDER			
1	6022908 LOAD CHART, ANSI, STANDARD			
1	6022274 PREPARATION PACK, AM-N			
1	4636858 TIRES, 370/75-28, FS, MH, FOAM			
1	4846334 COUPLER, MANUAL, IT			
1	4809194 SENSOR, BOOM ANGLE, STD			
1	4837766 INSTRUCTIONS, ANSI			
1	5066192 FENDERS, SET OF FOUR			
1	5509102 TOOL BOX			

**Quoted Sales Price \***

\* Excludes applicable Fees

157,678.46

**GENERAL TERMS AND CONDITIONS  
FROM GREGORY POOLE EQUIPMENT COMPANY**

1. **CONTRACT.** Unless otherwise stated, all sales transactions are expressly subject to these Terms and Conditions. Credit sales likewise are subject to credit approval and the standard credit agreement terms of Gregory Poole Equipment Company which are incorporated herein by reference as if fully set forth herein and can be found at [www.gregorypoole.com](http://www.gregorypoole.com). All Terms and Conditions set forth herein are deemed acknowledged and accepted by Buyer upon Buyer's written or verbal order. No understanding, promise or representation, and no waiver, alteration or modification of any of the provisions hereof shall be binding upon Gregory Poole Equipment Company ('Company') unless assented to expressly in writing by an authorized representative of Company. Buyer shall not rely on any statement or representation of any party (including, without limitation, any Company sales representative) that alters, adds to or differs from these Terms and Conditions, and no such statement or representation shall be recognized by or be binding upon Company. Any and all provisions of Buyer's Purchase Order or other documents that add to or differ from these Terms and Conditions are EXPRESSLY rejected. No waiver of these Terms and Conditions or acceptance of others shall be construed from any failure of Company to raise objection. Customer agrees to be bound by electronic communications relating to transactions with Gregory Poole Equipment Company.
2. **QUOTATIONS AND PUBLISHED PRICES.** Quotations automatically expire forty-five (45) calendar days from the date issued unless otherwise stated in the Quotation and are subject to withdrawal by notice within that period. Company reserves the right unilaterally to extend such Quotation up to six (6) months from the date of issuance. Prices shown on the published price list and other published literature issued by the Company are not unconditional offers to sell, and are subject to change without notice. Company's price for equipment, unless otherwise specified, does not include an allowance for installation and/or final on-site adjustment. Prices shall be subject to adjustment to those in effect at time of shipment.
3. **TAXES AND INSURANCE.** Company's prices do not include any applicable sale, use, excise or similar taxes; and the amount of any such tax which Company may be required to pay or collect will be added to each invoice unless Buyer has furnished Company with a valid tax exemption certificate acceptable to the taxing authorities. Where a Buyer fails to furnish the required documentation, the previously unpaid sales, use, excise or similar tax will be billed to the Buyer. If upon subsequent sales, use, excise or similar tax audit, an exemption certificate provided to Company by Buyer is, through no fault of Company, determined to be invalid, Company will attempt to acquire a valid exemption certificate, notarized affidavit of exempt use, or other necessary documentation from Buyer. If Buyer fails timely to furnish a valid exemption certificate, notarized affidavit, or other necessary documentation, the previously unpaid sales, use, excise or similar tax will be billed to Buyer. Buyer, at its sole cost and expense, shall keep any and all equipment delivered hereunder insured to the extent of its full insurable value with a standard all-risk Inland Marine Insurance Policy covering physical damage to the equipment, with any loss payable to Company. Insurance coverage shall commence on or before the time at which title to such equipment passes to Buyer. Buyer shall be responsible for obtaining at its sole cost and expense any other insurance coverage that may be necessary or appropriate.
4. **TERMS.** Except as otherwise provided herein, TERMS ARE CASH, NET THIRTY (30) DAYS, from date of invoice. Amounts past due are subject to a service charge of 1.5% per month (or fraction thereof), or maximum contract rate permitted by law, which rate shall also apply after judgment pursuant to N.C. G.S. 24-5, and any payments will be applied first to service charges due. If Company deems that, by reason of the financial condition of the Buyer or otherwise, the continuance of production or shipment on the terms specified herein are not justified, Company may require full or partial payment in advance. The terms provided herein supersede any customer or trade practice regarding service charges, time of payment or any other term of payment.
5. **DELIVERY.** Delivery dates indicated in the contract documents are approximate and are based on prompt receipt of all necessary information regarding the equipment covered by the contract. Company will use reasonable efforts to meet the indicated delivery dates, but cannot be held responsible for its failure to do so. Company shall not be liable for delays in delivery or in performance or failure to manufacture or deliver, due to: causes beyond its reasonable control; acts of God, acts of Buyer, acts of civil or military authority, priorities, fires, strikes or other labor disturbances, floods, epidemics, war, riot, or delays in transportation; or inability on account of causes beyond its reasonable control to obtain the necessary labor, materials, components or manufacturing facilities. In the event of any delay caused by Buyer, Company will store and handle all items ordered at Buyer's risk and will invoice Buyer for the unpaid portion of the contract price, plus storage, insurance and handling charges, on or after the date on which the equipment is ready for delivery, payable in full within thirty (30) days from invoice date. Title to the equipment and risk of loss shall pass to Buyer upon delivery to a carrier.
6. **DELIVERY AND HANDLING CHARGES.** Unless otherwise specified, shipments are F.O.B. Company's premises. Delivery and handling charges will be prepaid and billed as a separate item on the equipment invoice on the basis of Company's current freight policies. Buyer may also specify and use a designated freight carrier. In the absence of such specification, goods will be shipped by the method and via the carrier chosen by Company.
7. **SHIPPING AND PACKING.** All material shall be carefully packed for shipment and Company will not be responsible for loss, delay or breakage after having received 'in good order' receipts from the carrier. All claims for breakage, loss, delay and damage should be made to the carrier. Shipping weights and dimensions given in Company's materials are as close to actual as practicable, but are not guaranteed. No claims will be allowed because of any discrepancy between actual weight or dimensions shipped and listed data.
8. **SUBSTITUTIONS.** Unless specifically restricted on a purchase order, Company reserves the right to substitute the latest superseding design and manufactured equivalent product where the interchangeability of the product is based on form, fit, and function, in place of the product offered.
9. **CHANGES.** Buyer may with the express written consent of Company make changes in the specifications for equipment or work covered by the contract. In such event, the contract price and delivery dates shall be equitably adjusted. The Company shall be entitled to payment for reasonable profit plus costs and expenses incurred by it for work and materials rendered unnecessary as a result of such changes, and for work and materials required to effect said changes.
10. **NONCONFORMITY.** All equipment sold by Company is to be inspected before shipment, and should any of such equipment prove defective due to faults in manufacture, or fail to meet the written specifications accepted by Company, Buyer shall not return the goods, but shall notify Company immediately, stating full particulars in support of its claim, and Company will either replace the goods upon return of the defective or unsatisfactory material or shall adjust the matter fairly and promptly, but under no circumstances shall Company be liable for consequential or other damages, losses or expenses in connection with or by reason of the use of or inability to use materials purchased for any purpose.
11. **CANCELLATION.** Undelivered parts of any order may be canceled by the Buyer only with the written approval of Company. If Buyer makes an assignment for the benefit of creditors or in the event that the Company for any reason feels insecure about Buyer's willingness or ability to perform, then Company shall have the unconditional right to cancel this transaction. In the event of any cancellation of this order by Buyer, Buyer shall pay to Company the reasonable costs and expenses (including engineering expenses and all commitments to suppliers and subcontractors) incurred by Company prior to receipt of notice of such cancellation, plus Company's usual rate of profit for similar work. In the event Company agrees to accept equipment for restocking, a minimum charge of twenty-five percent (25%), based on the sales price to Buyer of said equipment, will apply.
12. **SECURITY INTEREST.** Buyer agrees to pay for the equipment according to the Company's payment terms and does hereby grant to the Company a purchase money security interest in the equipment until such time as it is fully paid. Buyer hereby appoints Company as its Attorney-in-Fact and authorizes Company, at Buyer's expense, to take such action as may be necessary to perfect and protect Company's security interest, including the filing and/or recording of Uniform Commercial Code Financing Statements, and grants Company the right to execute Buyer's name thereto. In the event of a default by Buyer, Company shall be entitled to any of the rights and remedies provided by law. Buyer hereby authorizes Company, at Buyer's expense, to file or record any statement, memorandum or other instrument showing the

**GENERAL TERMS AND CONDITIONS  
FROM GREGORY POOLE EQUIPMENT COMPANY**

interest of Company in the equipment, including Uniform Commercial Code Financing Statement, and grant Company the right to execute Buyer's name thereto. Buyer agrees to pay or reimburse Company for any searches, filings, recording or stamp fees or taxes arising from the filing or recording of any such instrument or statement. Buyer shall, at its expense, protect and defend Company's title against all persons claiming against or through Buyer, at all times keeping the equipment free from any legal process or encumbrance whatsoever, including, but not limited to liens, attachments, levies and executions, and shall give Company immediate written notice thereof and shall indemnify Company from any loss caused thereby.

13. **DEFAULT.** Default shall be a breach of these Terms and Conditions by Buyer. Upon default, Company may recover from Buyer Company's reasonable attorneys' fees and court costs incurred in connection with pursuing its legal and equitable rights and remedies, including but not limited to repossession and collection of past due amounts.

14. **BUYER ACCEPTANCE.** Any apparatus delivered hereunder shall be deemed to be fully accepted by Buyer unless Company receives written notice of rejection of any such apparatus within ten (10) days after the date of delivery to Buyer.

15. **WARRANTIES.** COMPANY MAKES NO REPRESENTATION, GUARANTY OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO QUALITY, MERCHANTABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE, THAT EXTEND BEYOND THE DESCRIPTION OF EQUIPMENT, UNLESS REDUCED TO WRITING AND MADE A PART OF THIS CONTRACT. IN ADDITION, ALL EQUIPMENT SHALL BE WARRANTED SOLELY BY THE MANUFACTURER OF SAID EQUIPMENT PURSUANT TO THE TERMS OF THAT MANUFACTURER'S SUPPLIED WARRANTY.

16. **DISCLAIMER OF DAMAGES AND LIMITATION OF LIABILITY.** IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY TYPE OF SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PENAL DAMAGES, WHETHER SUCH DAMAGES ARISE OUT OF OR ARE A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EXCEPT DAMAGES ARISING OUT OF OR RESULTING FROM COMPANY'S GROSS NEGLIGENCE OR WILFUL MISCONDUCT. Such damages shall include but not be limited to loss of profits or revenues, loss of use of the equipment or associated equipment, cost of substitute equipment, facilities, down-time costs, increased construction costs or claims of Buyer's customers or contractors for such damages. Buyer agrees that in the event of a transfer, assignment or lease of the equipment sold hereunder, Buyer shall secure for Company the protection afforded to it in the paragraph set forth immediately below.

17. **COMPANY LIABILITY.** Company shall not be liable for any loss, claim, expense or damage caused by, contributed to, or arising out of the acts or omissions of Buyer or third parties (including carriers), whether for negligence or otherwise. In no event shall Company's liability for any cause of action whatsoever exceed the cost of the item giving rise to the claim, whether based in contract, warranty, indemnity or tort (including negligence). Buyer agrees to defend and hold Company harmless from any claim or suit arising hereunder.

18. **REGULATORY LAWS AND/OR STANDARDS.** Company takes reasonable steps to keep its products in conformity with various nationally recognized standards and such regulations which may affect its products; however, Company recognizes that its product are utilized in many regulated applications and that from time to time standards and regulations are in conflict with each other. Company makes no promise or representation that its product will conform to any federal, state or local laws, ordinances, regulations, codes or standards, except as particularly specified and agreed upon for compliance in writing as a part of the contract between Buyer and Company. Company prices do not include the cost of any related inspections or permits or inspection fees.

19. **NUCLEAR.** Purchaser represents and warrants that the equipment covered by this contract shall not be used in or in connection with a nuclear facility or application.

20. **NO RESPONSIBILITY FOR GRATUITOUS INFORMATION OR ASSISTANCE.** If Company provides Buyer with assistance or advice which concerns any parts, products, or services supplied hereunder or any system or equipment in which any such part, product or service may be installed and which advice is not required pursuant hereto, the furnishing of such assistance or advice shall not subject Company to any liability whether based in contract, warranty, tort (including negligence) or otherwise.

21. **NONDISCLOSURE.** The terms of this Transaction are confidential, and the terms of any Quotation provided by Company, are confidential and none of the details connected herewith may be disclosed by Buyer to any third party without Company's prior written consent.

22. **NONASSIGNMENT.** This Quotation and Agreement may not be assigned by Buyer, in whole or in part, without Company's prior written consent.

23. **ENTIRE AGREEMENT AND AMENDMENT.** This Transaction/Quotation constitutes the entire agreement between Company and Buyer with respect to the transactions hereunder and no representation, promise or condition not set forth herein has been relied upon by Buyer or shall be binding upon either party hereto.

24. **VENUE.** Buyer agrees that any legal action arising out of or resulting from this Agreement shall be filed and maintained in the Civil District or Superior Court for the County of Wake, North Carolina.

25. **INTERPRETATION.** Should any term or provision contained in the contract contravene or be invalid under applicable law, the contract shall not fail by reason thereof but shall be construed in the same manner as if such term or provision had not appeared therein.

THIS CONTRACT/AGREEMENT SHALL BE INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NORTH CAROLINA.

(V092014)

PLEASE REVIEW YOUR SPECIFICATIONS TO BE SURE THAT ANY APPARATUS DESCRIBED IN OUR QUOTE OR INVOICE MEETS YOUR REQUIREMENTS. Quotations cover items listed and do not constitute a specific job proposal or equipment furnished loose for installation by others unless specifically listed as installed. Start-Up, Testing, & Training is to be performed during normal business hours unless specifically indicated otherwise. Relay and/or System Coordination Study is not included unless specifically noted. Telephone and verbal orders are to be confirmed in writing. We reserve the right to correct stenographic or clerical errors. Gregory Poole Equipment Company is not responsible for occurrences beyond our immediate control. Any quotation is made subject to Gregory Poole Equipment Company's Standard Terms and Conditions. Quotations are valid for Forty-five (45) days from date of issue unless otherwise stated in the Quotation.

ACCEPTANCE

BY GREGORY POOLE EQUIPMENT COMPANY

\_\_\_\_\_(SEAL) DATE \_\_\_\_\_

\_\_\_\_\_  
DATE \_\_\_\_\_



Charles R. Mattox

101 N. Third Street, Fl 3  
Wilmington, North Carolina 28401  
Phone (910) 815-2715

March 29, 2023

Mr. Tim H. Holloman  
Lower Cape Fear Water and Sewer Authority  
1107 New Pointe Blvd, Suite 17  
Leland, NC 28451  
Via email: [director@lcfwasa.gov](mailto:director@lcfwasa.gov)

Dear Mr. Holloman:

Truist Bank ("Lender") is pleased to offer this proposal for the financing requested by the Lower Cape Fear Water and Sewer Authority, NC ("Borrower").

**PROJECT:** Installment Financing Agreement for Equipment

**AMOUNT:** \$127,678.46

**TERM:** 3 years

**INTEREST RATE:** 5.07%

**TAX STATUS:** Tax Exempt – Bank Qualified

**PAYMENTS:** Interest: Annual  
Principal: Annual

**INTEREST RATE CALCULATION:** 30/360

**SECURITY:** First lien security interest on the equipment purchased with financing proceeds

**PREPAYMENT TERMS:** Prepayment without penalty in whole at any time.

**RATE EXPIRATION:** May 15, 2023

**DOCUMENTATION/ LEGAL REVIEW FEE:** \$320

**FUNDING:** Proceeds will be deposited into an account held at Lender pending disbursement unless equipment is delivered prior to closing.



**DOCUMENTATION:** Lender proposes to use its standard form financing contracts and related documents for this installment financing. We shall provide a sample of those documents to you should Lender be the successful proposer.

The financing documents shall include provisions that will outline appropriate changes to be implemented in the event that this transaction is determined to be taxable or non-bank qualified in accordance with the Internal Revenue Service Code. All documentation must be deemed appropriate by Lender before closing.

## **REPORTING**

**REQUIREMENTS:** Lender will require financial statements to be delivered within 270 days after the conclusion of each fiscal year-end throughout the term of the financing.

Should we become the successful proposer, we have attached the form of a resolution that your governing board can use to award the financing to Lender. If your board adopts this resolution, then Lender shall not require any further board action prior to closing the transaction.

Lender shall have the right to cancel this offer by notifying the Borrower of its election to do so (whether this offer has previously been accepted by the Borrower) if at any time prior to the closing there is a material adverse change in the Borrower's financial condition, if we discover adverse circumstances of which we are currently unaware, if we are unable to agree on acceptable documentation with the Borrower or if there is a change in law (or proposed change in law) that changes the economic effect of this financing to Lender.

Costs of counsel for the Borrower and any other costs will be the responsibility of the Borrower.

The stated interest rate assumes that the Borrower expects to borrow no more than \$10,000,000 in the current calendar year and that the financing will qualify as qualified tax-exempt financing under the Internal Revenue Code. Lender reserves the right to terminate this bid or to negotiate a mutually acceptable interest rate if the financing is not qualified tax-exempt financing.

We appreciate the opportunity to offer this financing proposal. Please call me at (910) 815-2715 with your questions and comments. We look forward to hearing from you.

Sincerely,

***Truist Bank***

Charles R. Mattox  
Senior Vice President

## Resolution Approving Financing Terms

**WHEREAS**, the Lower Cape Fear Water and Sewer Authority, NC ("Borrower") has previously determined to finance the installment financing agreement for equipment (the "Project"), and the Finance Director has now presented a proposal for the financing of such Project.

**BE IT THEREFORE RESOLVED**, as follows:

1. The Borrower hereby determines to finance the Project through Truist Bank ("Lender") in accordance with the proposal dated March 29, 2023, or as such proposal may be supplemented or amended by Lender and the Borrower verbally or in writing. The amount financed shall not exceed \$127,678.46, the annual interest rate (in the absence of default or change in tax status) shall not exceed 4.95% and the financing term shall not exceed three (3) years from the date of closing.

2. All financing contracts and all related documents for the closing of the financing (the "Financing Documents") shall be consistent with the foregoing terms. All officers and employees of the Borrower are hereby authorized and directed to execute and deliver any Financing Documents, and to take all such further action as they may consider necessary or desirable, to carry out the financing of the Project as contemplated by the proposal and this resolution. .

3. The Finance Director is hereby authorized and directed to hold executed copies of the Financing Documents until the conditions for the delivery of the Financing Documents have been completed to the Finance Director's satisfaction. The Finance Director is authorized to approve changes to any Financing Documents previously signed by Borrower officers or employees, provided that such changes shall not substantially alter the intent of such documents or certificates from the intent expressed in the forms executed by such officers. The Financing Documents shall be in such final forms as the Finance Director shall approve, with the Finance Director's release of any Financing Document for delivery constituting conclusive evidence of such officer's final approval of the Document's final form.

4. The Borrower shall not take or omit to take any action the taking or omission of which shall cause its interest payments on this financing to be includable in the gross income for federal income tax purposes of the registered owners of the interest payment obligations. The Borrower hereby designates its obligations to make principal and interest payments under the Financing Documents as "qualified tax-exempt obligations" for the purpose of Internal Revenue Code Section 265(b)(3).

5. The Borrower intends that the adoption of this resolution will be a declaration of the Borrower's official intent to reimburse expenditures for the Project that are to be financed from the proceeds of the Lender financing described above. The Borrower intends that funds that have been advanced, or that may be advanced, from the Borrower's general fund or any other Borrower fund related to the Project, for costs of the Project may be reimbursed from the financing proceeds.

6. All prior actions of Borrower officers in furtherance of the purposes of this resolution are hereby ratified, approved and confirmed. All other resolutions (or parts thereof) in conflict with this resolution are hereby repealed, to the extent of the conflict. This resolution shall take effect immediately.

Approved this \_\_\_\_ day of \_\_\_\_\_, 2023

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_  
SEAL

Title: \_\_\_\_\_

## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H HOLLOMAN EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Consider the lease of a Caterpillar TL642 Telehandler for the Kings Bluff Raw Water Plant.

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Background: At the last regular Board meeting, there was discussion about purchasing or leasing this equipment. Glenn Walker, Brunswick County Utilities has provided some leasing options in addition to the purchase mentioned last month.

Milam Equipment rentals would provide you with an 8-9k 4x4 telehandler forklift for \$2800 per month based on a one-year rental contract for the machine. Normal rates on this machine are \$3300 per month. This would include all service and maintenance on this machine for the term of the rental.

United Rentals is \$2,540 monthly for one year and Sunbelt is \$2,660 monthly plus tax. United Rentals has the lowest lease fee.

**Action Requested:** Motion to approve/disapprove.

## **AGENDA ITEM**

To: CHAIRMAN BLACHARD AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Resolution Recognizing National Drinking Water Week

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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Background: For more than 40 years, the American Water Works Association and its members have used Drinking Water Week as a unique opportunity for water professionals and the communities they serve to recognize water's vital role in our daily lives.

National Drinking Water Week is celebrated annually during the first whole week in May. This year's recognition will be May 7-13, 2023.

**Action Requested:** Motion to approve/disapprove Resolution.

## **Resolution Recognizing National Drinking Water Week**

**WHEREAS** the Board of Directors for Lower Cape Fear Water & Sewer Authority (“the Authority”) wishes to provide and promote the importance of raw water to the region; and

**WHEREAS**, the Authority is a regional organization created to aid the development of a water supply system for its sponsoring member governments comprised of Bladen, Brunswick, Columbus, New Hanover, and Pender Counties, and the City of Wilmington; and

**WHEREAS** the Authority recognizes that water is our most valuable natural resource; and

**WHEREAS**, water is treated by our wholesale partners providing public health protection, fire protection; support for our economy and the quality of life we enjoy; and

**WHEREAS**, any measure of a successful society, low mortality rates, economic growth and diversity, productivity, and public safety are related to access to water; and

**WHEREAS** we are all stewards of the water infrastructure upon which future generations depend; and

**WHEREAS** the Authority’s Board of Directors calls upon the residents and businesses of our region and those further upriver to protect our source waters from pollution, to practice water conservation, and to get involved in local water issues.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and the Board of Directors for the Lower Cape Fear Water & Sewer Authority that the first full week in May is proclaimed as Drinking Water Week.

**THEREFORE, BE IT FURTHER RESOLVED**, that a copy of this resolution be recorded in the permanent minutes of this Board.

**This Resolution was adopted on the 10<sup>th</sup> day of April 2023.**

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**Norwood Blanchard, Chairman**

**ATTEST:**

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**Patrick DeVane, Secretary**

## **AGENDA ITEM**

To: CHAIRMAN BLACHARD AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Resolution to Delegate Authority to Declare Personal Property as Surplus  
and Dispose of such Property Pursuant to N.C.G.S. 160A-266(c)

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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Background: From time to time the Authority has items to surplus and to expedite the process and procure the best return on investment Gov Deals is being considered: Gov Deals service offers a wide marketing base for municipalities, counties, and other governmental agencies to sell their surplus equipment and vehicles.

**Action Requested:** Motion to approve/disapprove Resolution.



**Lower Cape Fear Water and Sewer Authority Resolution To Delegate  
Authority to Declare Personal Property as Surplus and Dispose  
of Such Property Pursuant to N.C.G.S. 160A-266(c)**

WHEREAS, N.C.G.S. 160A-266(c) provides that local governing boards may authorize one or more officials to declare surplus any personal property valued at less than thirty thousand dollars (\$30,000) for any one item or group of items, to set its fair market value, and to convey title to the property in accordance with the methods and limitations of the aforementioned statute;

WHEREAS, the Lower Cape Fear Water and Sewer Authority ("Authority" or "LCFWASA"), has the need from time to time to dispose of surplus personal property valued at less than \$30,000 for any one item or group of items;

WHEREAS, LCFWASA desires to delegate authority to the LCFWASA Executive Director to declare surplus any personal property valued at less than \$30,000 for any one item or group of items, to set its fair market value, and to convey title to the property on behalf of LCFWASA in accordance with the methods and limitations of the aforementioned statute; and

WHEREAS, according to N.C.G.S. 160A-270(c), LCFWASA is authorized to sell personal property by electronic auction by adoption of this resolution.

**NOW, THEREFORE, BE IT RESOLVED** by the Chairman and LCFWASA Board of Directors, that LCFWASA does hereby delegate to the LCFWASA Executive Director the authority to declare surplus any personal property valued at less than \$30,000 for any one item or group of items, to set its fair market value, and to convey title to the property on behalf of LCFWASA in accordance with the methods and limitations of the aforementioned statute, and pursuant to the following policy:

1. The Executive Director is hereby authorized to dispose of any surplus personal property owned by LCFWASA with a fair market value of less than thirty thousand dollars (\$30,000.00), whenever he or she determines, in his or her discretion, that:

- (a) the item or group of items has a fair market value of less than thirty thousand dollars (\$30,000.00);
- (b) the property is no longer necessary for the conduct of public business; and,
- (c) sound property management principles and financial considerations indicate that the interests of LCFWASA would best be served by disposing of the property.

2. The Executive Director may dispose of any such surplus personal property by any means authorized by Article 12 of Chapter 160A and in which he or she judges is reasonably calculated to yield the highest attainable sale price. Pursuant to N.C. Gen. Stat. § 160A-266(c), such sale may be public or private, and published notice shall not be required.

3. The surplus property shall be sold to the party who tenders the highest offer, and the Executive Director is hereby authorized to execute and deliver any applicable title documents. If no offers are received within a reasonable time, the Executive Director may retain the property, obtain any reasonably available salvage value, or cause it to be discarded, subject to compliance with all statutory requirements. No surplus property may be donated except by resolution of the LCFWASA Board of Directors in accordance with all statutory requirements.

4. The Executive Director shall keep a record of all property sold under authority of this Resolution and policy and that record shall generally describe the property sold or exchanged, to whom it was sold or with whom exchanged, and the amount of money or other consideration received for each sale or exchange.

5. The Executive Director is authorized to use existing private or public electronic auction services for the purposes of implementing this Resolution and the foregoing policy.

6. The Board authorizes the Executive Director to publish notice solely by electronic means for all electronic auctions held pursuant to this Resolution and under this policy.

This Resolution is enacted pursuant to the provisions of N.C. Gen. Stat. § 160A-266(c).

This Resolution shall become effective upon adoption.

**THEREFORE, BE IT FURTHER RESOLVED**, that a copy of this Resolution be recorded in the permanent minutes of this Board.

**This Resolution was adopted on the 10th day of April 2023.**

\_\_\_\_\_  
Norwood Blanchard, Chairman

**ATTEST:**

\_\_\_\_\_  
Patrick DeVane, Secretary

## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Budget Amendment #3

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Budget Amendment #2 is necessary to uphold the budget for Bladen Bluff's revenue and expenses.

**Action Requested:** Motion to approve/disapprove.



**Lower Cape Fear Water & Sewer Authority**  
**Leland, North Carolina**  
**BUDGET AMENDMENT #3**  
**Fiscal Year 2022 - 2023**

**BE IT ORDAINED** by the Board of Directors of the Lower Cape Fear Water & Sewer Authority that the following amendments are made to the FY 2022-2023 Annual Budget Ordinances as follows:

**Section 1:** To amend the **Operating Revenue**, the listed appropriation is to be increased as follows:

<b>Operating Revenue:</b>	<b>Increase</b>
3006-01 – 01 Bladen Bluff Revenue	\$1,000,000
	\$1,000,000

This amendment is necessary to uphold the budget for Bladen Bluff's revenue and expenses.

The Revenue for the increased appropriation will be provided as follows:

**Section 2:** To amend the **Operating Expenses**, the appropriations are to be changed as follows:

<b>Operating Expenditures:</b>	<b>Increase</b>
4510-01 Bladen Bluffs Operational Expense	\$1,000,000
	\$1,000,000

**Section 3:** Copies of this Budget Amendment shall be furnished to the Budget Officer for direction in carrying out his duties.

Approved as to the availability of funds:

\_\_\_\_\_  
 Tim H. Holloman, Finance Officer

This Budget Amendment was adopted on the 10<sup>th</sup> day of April 2023.

\_\_\_\_\_  
 Norwood Blanchard, Chairman

ATTEST:

\_\_\_\_\_  
 Patrick DeVane, Secretary

## **AGENDA ITEM**

To: CHAIRMAN BLACHARD AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Resolution Approving Easement Encroachment Agreement with Piedmont Natural Gas Company, Inc. for Installation of a Natural Gas Line within a Portion of Lower Cape Fear Water and Sewer Easement

Reviewed and approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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Background: The Authority has been working with McKim and Creed, the Authority attorney and Kleinfelder who represents Piedmont Natural Gas to finalize an easement encroachment agreement. It was first proposed to be a temporary construction easement while some of their lines were to be upgraded. Now, because there is a modification that will need to be permanent, the proposed agreement needs to reflect this change. Matt Nichols has finalized a proposed agreement that needs to be reviewed by the Board.

**Action Requested:** Motion to approve/disapprove Resolution.

**Resolution Approving Easement Encroachment Agreement with Piedmont Natural Gas Company, Inc. for Installation of a Natural Gas Line within a Portion of Lower Cape Fear Water and Sewer Easement**

WHEREAS, Lower Cape Fear Water and Sewer Authority ("LCFWASA" or "Authority") is a water and sewer authority organized under North Carolina General Statute Chapter 162A to, among other things, perform the essential governmental function of providing a source of water to the citizens of its service area consisting of Bladen, Brunswick, Columbus, New Hanover and Pender Counties, North Carolina;

WHEREAS, LCFWASA owns and operates a 62 million gallon per day raw water system consisting of an intake and pumping station located on the Cape Fear River above U.S. Lock and Dam #1 in Bladen County, a 3 million gallon reservoir located near the community of Malmo in Brunswick County, and approximately twenty-four miles of 48-inch, 54-inch, and 60-inch diameter transmission mains running through Bladen, Columbus, Brunswick and New Hanover Counties;

WHEREAS, Piedmont Natural Gas Company, Inc. ("PNG"), a business unit of Duke Energy, is a natural gas provider to residential and commercial customers in North Carolina;

WHEREAS, PNG, with the assistance of its engineering and design firm, Kleinfelder, plans to construct a new natural gas pipeline across property located in the vicinity of John L. Riegel Road and the International Paper rail yard (Columbus County Parcel No. 090962) in Columbus County, NC (hereinafter the "Subject Property");

WHEREAS, a portion of LCFWASA's 48-inch and 54-inch diameter transmission mains are located within a 75-foot easement owned by LCFWASA on the Subject Property, as more particularly described in the Final Judgment recorded on March 28, 1983, in Deed Book 347 at Page 545 of the Columbus County Registry, and the Final Judgment recorded on April 19, 1983, in Deed Book 348 at Page 226 of the Columbus County Registry (hereinafter the "LCFWASA Easement");

WHEREAS, the LCFWASA Easement is generally shown on Exhibits 1, 2 and A attached to a proposed easement encroachment agreement between LCFWASA and PNG, which is further described herein;

WHEREAS, during PNG's construction of its proposed natural gas pipeline on the Subject Property, PNG wishes to temporarily encroach into LCFWASA's Easement with vehicles, equipment and/or materials and install a new permanent natural gas pipeline across a portion of LCFWASA's Easement as more particularly shown on the aforementioned Exhibit 2 and Exhibit A;

WHEREAS, LCFWASA wishes to cooperate with PNG's construction of its natural gas pipeline on the Subject Property and allow PNG to temporarily encroach into LCFWASA's Easement with vehicles, equipment and/or materials and install a new permanent natural gas pipeline across a portion of



LCFWASA Easement as shown the aforementioned Exhibit 2 and Exhibit A, subject to the terms and provisions of a proposed Easement Encroachment Agreement between PNG and LCFWASA, and provided that the integrity and safety of LCFWASA's water transmission mains will be maintained at all times;

WHEREAS, among other requirements, the proposed encroachment agreement requires PNG to coordinate in advance with LCFWASA and LCFWASA's consulting engineers, McKim & Creed, regarding installation of the new permanent natural gas pipeline within LCFWASA's Easement;

WHEREAS, the proposed encroachment agreement requires PNG to coordinate in advance with LCFWASA and LCFWASA's consulting engineers regarding any future inspections, maintenance, repairs or replacement of the new permanent natural gas pipeline by PNG within LCFWASA's Easement; and,

WHEREAS, LCFWASA's consulting engineers, McKim & Creed, have reviewed PNG's plans and have found the plans to be acceptable with regard to the integrity and safety of LCFWASA's water transmission mains and LCFWASA's access to the LCFWASA Easement area.

**NOW, THEREFORE, BE IT RESOLVED**, by the Chairman and the Directors of the Lower Cape Fear Water and Sewer Authority that the Chairman is hereby authorized to execute an Easement Encroachment Agreement with Piedmont Natural Gas, Inc. for the purposes stated above, subject to legal revisions and approval of the Authority Attorney, Executive Director and Chairman.

**THEREFORE, BE IT FURTHER RESOLVED**, that a copy of this Resolution be recorded in the permanent minutes of this Board.

**This Resolution was adopted on the 10th day of April 2023.**

\_\_\_\_\_  
Norwood Blanchard, Chairman

**ATTEST:**

\_\_\_\_\_  
Patrick DeVane, Secretary

## STATE OF NORTH CAROLINA

## COUNTY OF COLUMBUS

## EASEMENT ENCROACHMENT AGREEMENT

THIS EASEMENT ENCROACHMENT AGREEMENT ("Agreement") is made this the \_\_\_\_\_ day of \_\_\_\_\_, 2023 by and between LOWER CAPE FEAR WATER AND SEWER AUTHORITY, a water and sewer authority organized under North Carolina General Statute Chapter 162A ("LCFWASA"), whose mailing address is 1107 New Pointe Blvd., Suite 17, Leland, NC 28451, and PIEDMONT NATURAL GAS COMPANY, INC., a North Carolina corporation, whose address is 4720 Piedmont Row Drive, Charlotte, NC 28210-4269 ("PNG").

## WITNESSETH:

WHEREAS, LCFWASA is a water and sewer authority organized under North Carolina General Statute Chapter 162A to, among other things, perform the essential governmental function of providing a source of water to the citizens of its service area consisting of Bladen, Brunswick, Columbus, New Hanover and Pender Counties, North Carolina;

WHEREAS, LCFWASA owns and operates a 62 million gallon per day raw water system consisting of an intake and pumping station located on the Cape Fear River above U.S. Lock and Dam #1 in Bladen County, a 3 million gallon reservoir located near the community of Malmo in Brunswick County, and approximately twenty-four miles of 48-inch, 54-inch, and 60-inch diameter transmission mains running through Bladen, Columbus, Brunswick and New Hanover Counties;

WHEREAS, PNG, a business unit of Duke Energy, is a natural gas provider to residential and commercial customers in North Carolina;

WHEREAS, PNG, with the assistance of its engineering and design firm, Kleinfelder, plans to construct a natural gas pipeline across property located in the vicinity of John L. Riegel Road and the International Paper rail yard (Columbus County Parcel No. 090962) in Columbus County, NC (hereinafter the "Subject Property");

WHEREAS, a portion of LCFWASA's 48-inch and 54-inch diameter transmission mains are located within a 75-foot easement owned by LCFWASA on the Subject Property, as more particularly described in the Final Judgment recorded on March 28, 1983, in Deed Book 347 at Page 545 of the Columbus County Registry, and the Final Judgment recorded on April 19, 1983, in Deed Book 348 at Page 226 of the Columbus County Registry, and generally shown on Exhibits 1, 2 and A hereto (hereinafter the "LCFWASA Easement");

WHEREAS, during PNG's construction of its natural gas pipeline on the Subject Property, PNG wishes to temporarily encroach into LCFWASA's Easement with vehicles, equipment and/or

materials and install a new permanent natural gas pipeline across a portion of LCFWASA's Easement as more particularly shown on Exhibit 2 and Exhibit A hereto; and,

WHEREAS, LCFWASA wishes to cooperate with PNG's construction of its natural gas pipeline on the Subject Property and allow PNG to temporarily encroach into LCFWASA's Easement with vehicles, equipment and/or materials and install a new permanent natural gas pipeline across a portion of LCFWASA Easement as shown on Exhibit 2 and Exhibit A hereto, subject to the terms and provisions of this Agreement, and provided that such encroachment by PNG does not in any way endanger or interfere with LCFWASA's 48-inch and 54-inch diameter transmission mains or LCFWASA's Easement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged, LCFWASA and PNG hereby agree as follows:

1. Subject to the terms of this Agreement, PNG shall be permitted to temporarily locate vehicles, equipment and materials within LCFWASA's Easement on the Subject Property, provided that all such temporary use of LCFWASA's Easement by PNG is coordinated with and approved in advance by LCFWASA and LCFWASA's consulting engineers, McKim & Creed. Prior to any construction on the Subject Property, PNG is required to provide LCFWASA and McKim & Creed with a plan that ensures that LCFWASA's transmission mains (water pipelines) are adequately protected against any construction and loads.

2. With the exception of PNG's proposed new permanent natural gas pipeline as shown on Exhibit 2 and Exhibit A hereto, PNG shall not erect or install any permanent or temporary structures of any kind over, across, under, or within LCFWASA's Easement at any time.

3. PNG shall provide LCFWASA with an excavation plan and sufficient geotechnical information to ensure that the installation of the new permanent natural gas pipeline and any related and necessary below-ground structures by PNG will not impact LCFWASA's water pipelines, infrastructure or LCFWASA's Easement in any way. PNG's proposed new permanent natural gas pipeline shall be installed in the location shown on Exhibit 2 and Exhibit A hereto. PNG shall coordinate in advance with LCFWASA and LCFWASA's consulting engineers, McKim & Creed, regarding installation of the new permanent natural gas pipeline within LCFWASA's Easement. Furthermore, PNG shall coordinate in advance with LCFWASA and LCFWASA's consulting engineers regarding any future inspections, maintenance, repairs or replacement of the new permanent natural gas pipeline by PNG within LCFWASA's Easement.

4. A construction inspector from LCFWASA's consulting engineer, McKim & Creed, is required to be on site to ensure compliance with any final approved plan and to help ensure that the integrity and safety of LCFWASA's water pipelines are maintained at all times.

5. At no time shall PNG or its agents, employees or contractors prevent LCFWASA from full access to LCFWASA's Easement and water pipelines.

6. During PNG's construction of its natural gas pipeline, PNG shall immediately report to LCFWASA and McKim & Creed any damage or suspected damage to LCFWASA's Easement and water pipelines.

7. Upon PNG's completion of construction, PNG, at its sole cost and expense, shall restore LCFWASA's Easement area to a condition reasonably similar to that which existed prior to PNG's construction project.

8. PNG shall to the fullest extent permitted by North Carolina law, indemnify, defend and hold LCFWASA and its successors and assigns, harmless from and against any loss or damage LCFWASA may sustain as a result of the acts or omissions of PNG and its agents, officials, employees, contractors, or any other parties under PNG's control (including court costs and reasonable attorneys' fees) arising out of the acts or omissions of such parties on LCFWASA's Easement or with respect to the matters set forth in this Agreement. To the fullest extent permitted by law, PNG shall release, indemnify, defend, and keep and save harmless LCFWASA, its agents, officials, employees and contractors, from any and all responsibility or liability for any and all damage or injury of any kind or nature whatever (including death resulting therefrom) to all persons, whether agents, officials, employees or contractors of LCFWASA or third persons, and to all property proximately caused by, incident to, resulting from, arising out of, or occurring in connection with, directly or indirectly, the use of LCFWASA's Easement (or by any person acting for PNG or for whom PNG is or is alleged to be in any way responsible) whether such claim may be based in whole or in part upon contract, tort (including alleged active or passive negligence or participation in the wrong), or upon any alleged breach of any duty or obligation on the part of PNG, its agents, officials, employees, contractors or otherwise. The provisions of this section shall include any claims for equitable relief or for damages (compensatory or punitive) against LCFWASA, its agents, officials, employees and contractors, including alleged injury to the business of any claimant and shall include any and all losses, damages, injuries, settlements, judgments, decrees, awards, fines, penalties, claims, costs and expenses. Expenses as used herein shall include without limitation the costs incurred by LCFWASA, its agents, officials, employees and contractors, in connection with investigating any claim or defending any action, and shall also include reasonable attorneys' fees by reason of the assertion of any such claim against LCFWASA, its agents, officials, employees and contractors. PNG expressly understands and agrees that any performance bond or insurance protection required by the parties shall in no way limit PNG's responsibilities to release, indemnify, keep and save harmless and defend LCFWASA as herein provided. The intention of the parties is to apply and construe broadly in favor of LCFWASA the foregoing provisions subject to the limitations, if any, set forth in N.C.G.S. § 22B-1.

9. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their successors and assigns. This Agreement may not be assigned or transferred without the express written approval of LCFWASA.

10. PNG will comply with any and all applicable federal, state and local standards, regulations, laws, statutes and ordinances regarding toxic, hazardous and solid wastes and any other pollutants; soil erosion and sedimentation control; public and private nuisances; health or safety; and zoning, subdivision or other land use regulations. PNG shall obtain all necessary

permits, pay any associated permit fees, and assume the actual cost of any inspection of the work required by local, state or federal law, rule or regulation.

11. PNG shall take all reasonably necessary, proper or required safety, preventative and remedial measures in accordance with any and all orders and directives from the North Carolina Department of Human Resources, the United States Environmental Protection Agency, the North Carolina Department of Environmental Quality, Health Departments, and any other federal, state or local agency having jurisdiction, to ensure the prompt prevention or cessation (now or in the future) of violations of either the applicable provisions of such standards, regulations, laws, statutes and ordinances or any permits or conditions issued thereunder.

12. All of the terms and conditions contained herein shall be governed by and interpreted in accordance with the laws of the State of North Carolina. In the event of a conflict between the various terms and conditions contained herein or between these terms and other applicable provisions, then the more particular shall prevail over the general and the more stringent or higher standard shall prevail over the less stringent or lower standard. Venue for any litigation or other action or claim relating to this Agreement shall be in Columbus County Superior Court or the United States District Court for the Eastern District of North Carolina.

13. The temporary easement encroachments permitted by this Agreement shall terminate upon PNG's completion of its natural gas pipeline on the Subject Property or upon 30 days written notice from LCFWASA to PNG, whichever shall first occur. PNG's duties and obligations to defend, indemnify and hold harmless LCFWASA as provided for in this Agreement shall survive any termination or expiration of this Agreement.

14. This Agreement constitutes the entire understanding of the parties.

15. The parties will make and execute all further instruments and documents required to carry out the purposes and intent of this Agreement.

16. If any section, subsection, paragraph, sentence, clause, phrase or portion of this Agreement is for any reason held invalid, unlawful or unconstitutional by any court of competent jurisdiction, such portion shall be deemed severable and such holding shall not affect the validity of the remaining portions hereof.

17. This Agreement shall not be modified or otherwise amended except in writing, signed by the parties.

18. It is recognized that the parties' remedies at law may not be adequate in the event of a breach of this Agreement. Accordingly, the parties agree that specific performance of this

Agreement and injunctive relief are proper remedies in the event of a breach or default, in addition to any remedies available at law, including damages.

19. LCFWASA's Easement shall remain in full force and effect, and nothing in this Agreement shall be construed to alter, limit, amend or otherwise modify LCFWASA's Easement. LCFWASA maintains and reserves all of its rights under LCFWASA's Easement, including all of LCFWASA's rights and remedies under applicable law to enforce the terms and provisions of LCFWASA's Easement.

20. The parties agree to execute any and all other further documentation required to give effect to the terms of this Agreement, and to otherwise cooperate with each other in furtherance hereof.

21. Time shall be of the essence in this Agreement.

22. No waiver of any breach or failure to enforce one or more terms of this Agreement shall be construed as an implied amendment, agreement to modify or waiver of the right to later enforce the terms of this Agreement.

23. This Agreement may be executed in one or more counterparts, each of which shall be binding and enforceable as an original, and electronic and facsimile signatures shall be deemed valid as originals.

In witness whereof, the parties hereto have executed this Agreement the day and year first above written.

*(Signature Pages Follow)*

(SIGNATURE PAGE TO EASEMENT ENCROACHMENT AGREEMENT)

(SEAL)

LOWER CAPE FEAR WATER AND SEWER  
AUTHORITY

By: \_\_\_\_\_ (SEAL)  
Chairman

ATTEST:

\_\_\_\_\_  
Secretary

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, the undersigned Notary Public, certify that  
\_\_\_\_\_ appeared before me this day and acknowledged that he/she is the  
Secretary of the Lower Cape Fear Water and Sewer Authority, and that by authority duly given  
and as the act of the Board, the foregoing instrument was signed in its name by the Chairman,  
sealed with its corporate seal, and attested by her/himself as Secretary.

WITNESS my hand and Notarial stamp or seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

(AFFIX STAMP OR SEAL)



(SIGNATURE PAGE TO EASEMENT ENCROACHMENT AGREEMENT)

PIEDMONT NATURAL GAS COMPANY, INC.

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NORTH CAROLINA

\_\_\_\_\_ COUNTY

I, \_\_\_\_\_, the undersigned Notary Public, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged  
that he/she is \_\_\_\_\_ of PIEDMONT NATURAL GAS COMPANY, INC., a  
corporation, and that he/she, as \_\_\_\_\_, being authorized to do so, executed the  
foregoing on behalf of the corporation.

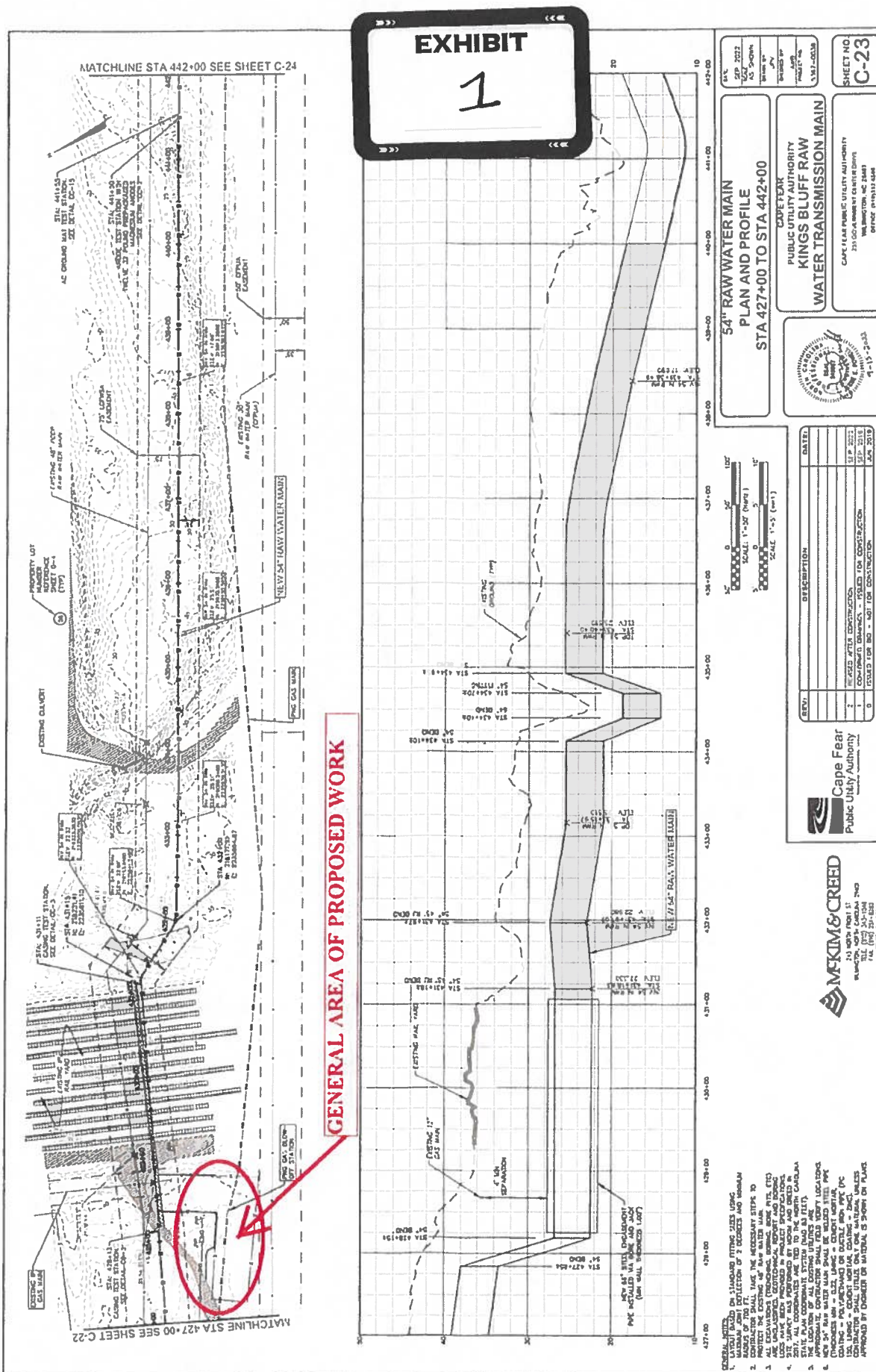
WITNESS my hand and Notarial stamp or seal this \_\_\_\_ day of \_\_\_\_\_, 2023.

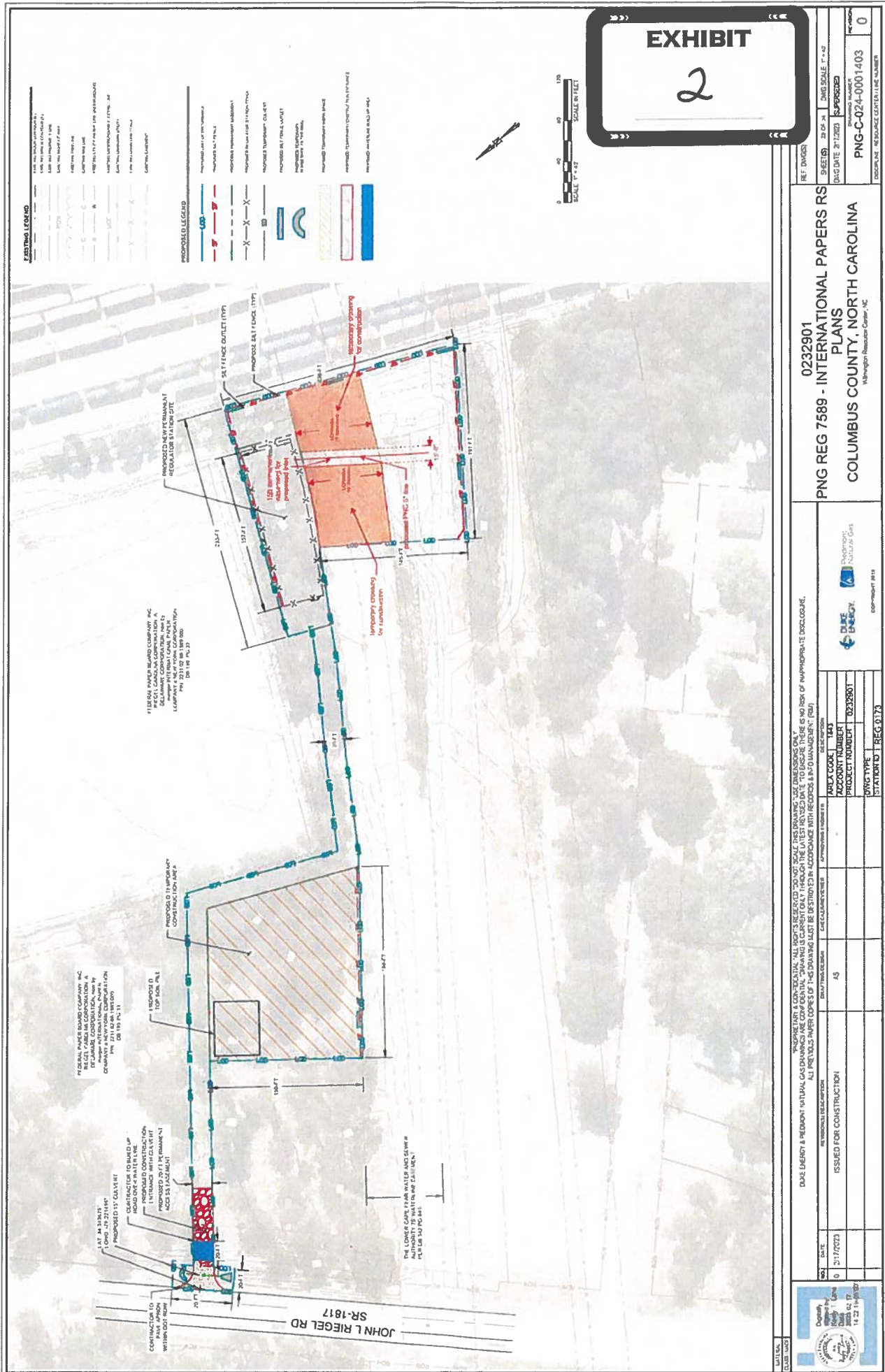
\_\_\_\_\_  
Notary Public

My Commission Expires:

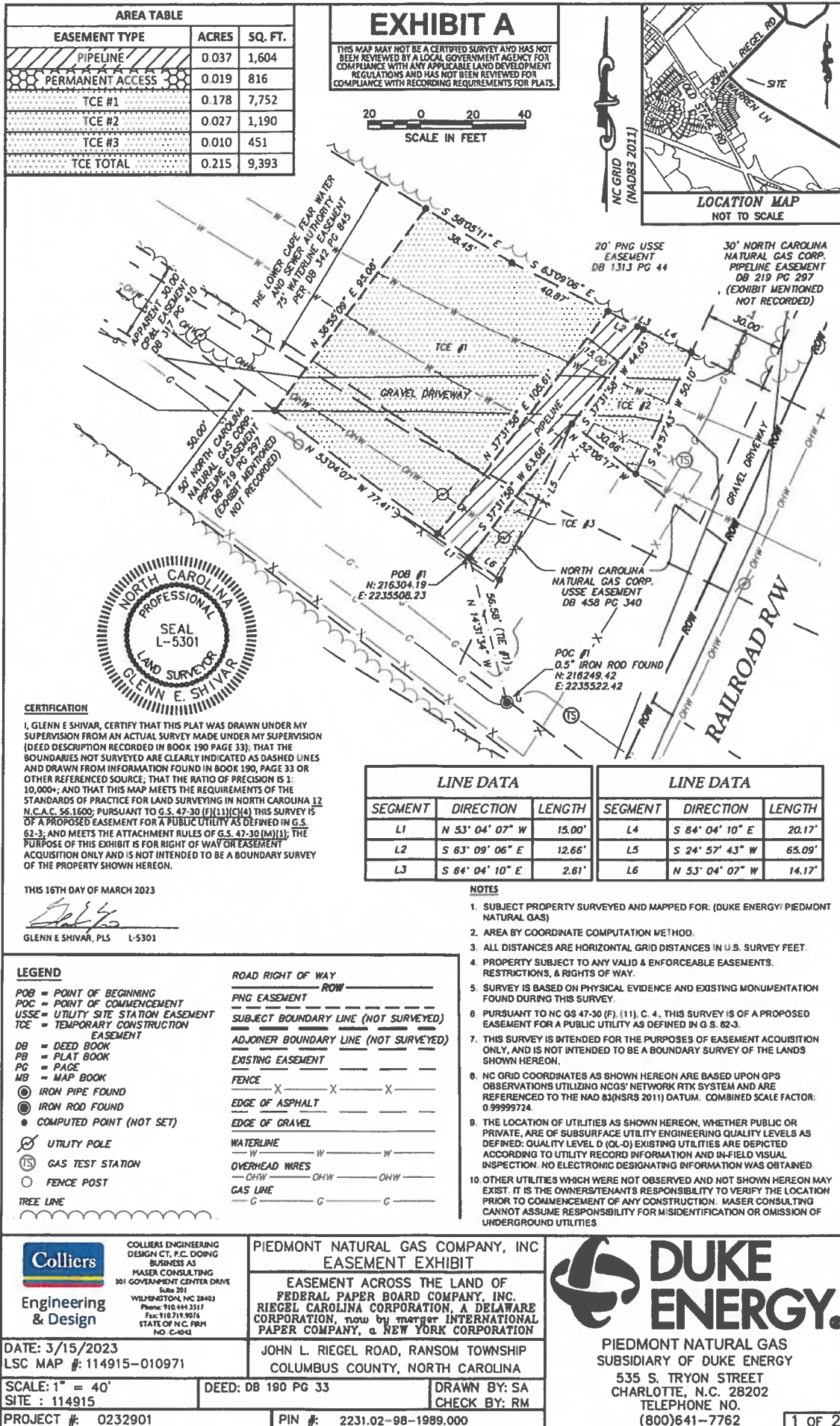
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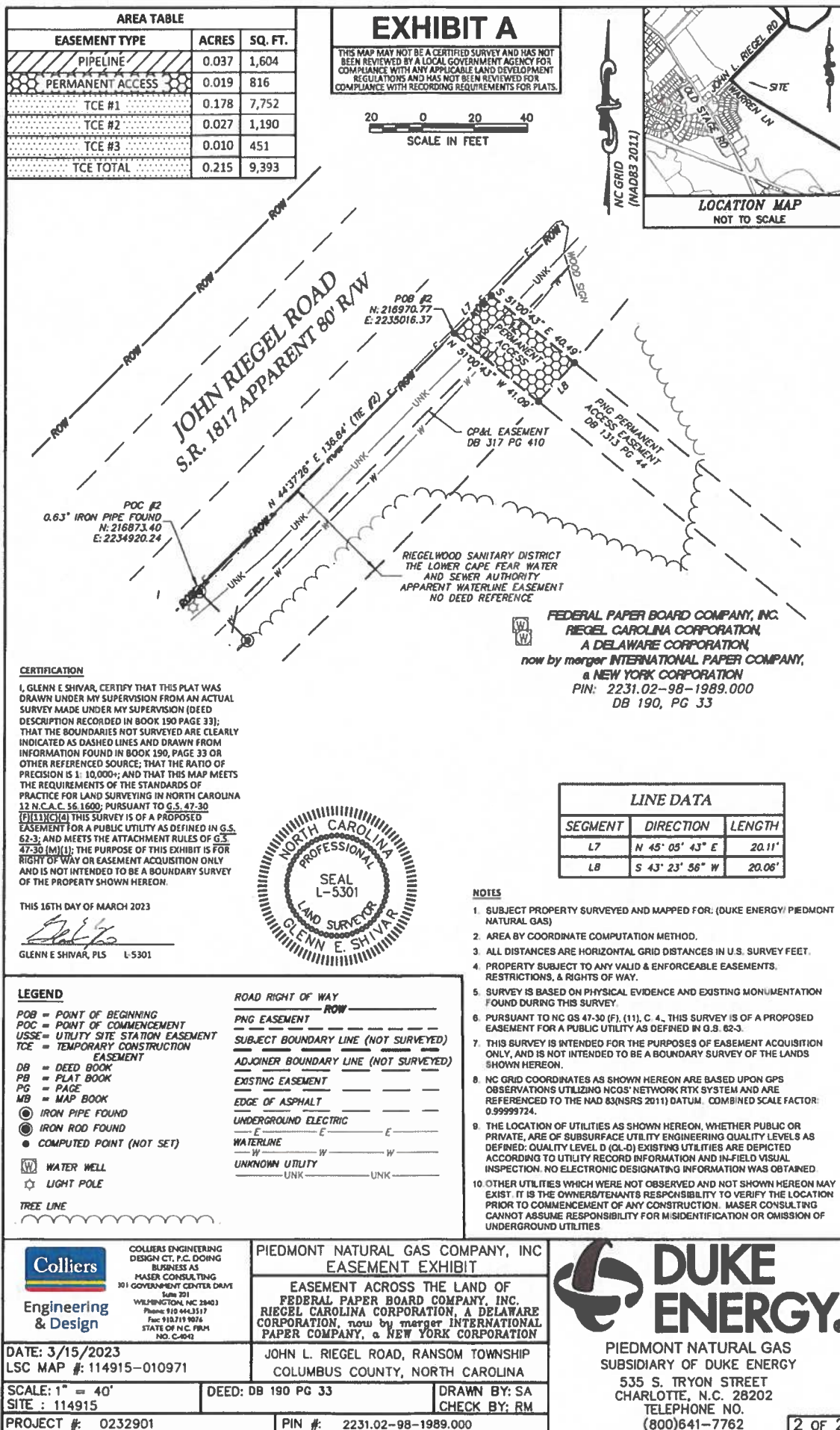
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## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H HOLLOMAN EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Consider amending the Personnel Policy regarding contribution to 401k

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The Personnel Committee recommended changing from the current contribution of 3% with no matching requirement for Authority employees to a policy matching up to 6% of the employee's contribution. For example, if an employee contributes 2%, then the Authority matches only 2%. This policy would become effective July 1, 2023. The vote from the Personnel Committee was 7 to 1 in favor of recommending this to the entire Board for consideration.

### **Chapter 4 -Employee Benefits**

#### **Section 4.5 401K Contribution**

The Authority will match up to 6% of contributions by full-time employees into a 401k account authorized by the Authority.

#### **Deleting:**

The Authority contributes 3% to all full-time employees without any required match.

**Action Requested:** Motion to approve/disapprove.

## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2023

Re: Executive Director's Report

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**EDR1** - Comments on Customers' Water Usage and Raw Water Revenue for Fiscal Year to Date Ending March 31, 2023

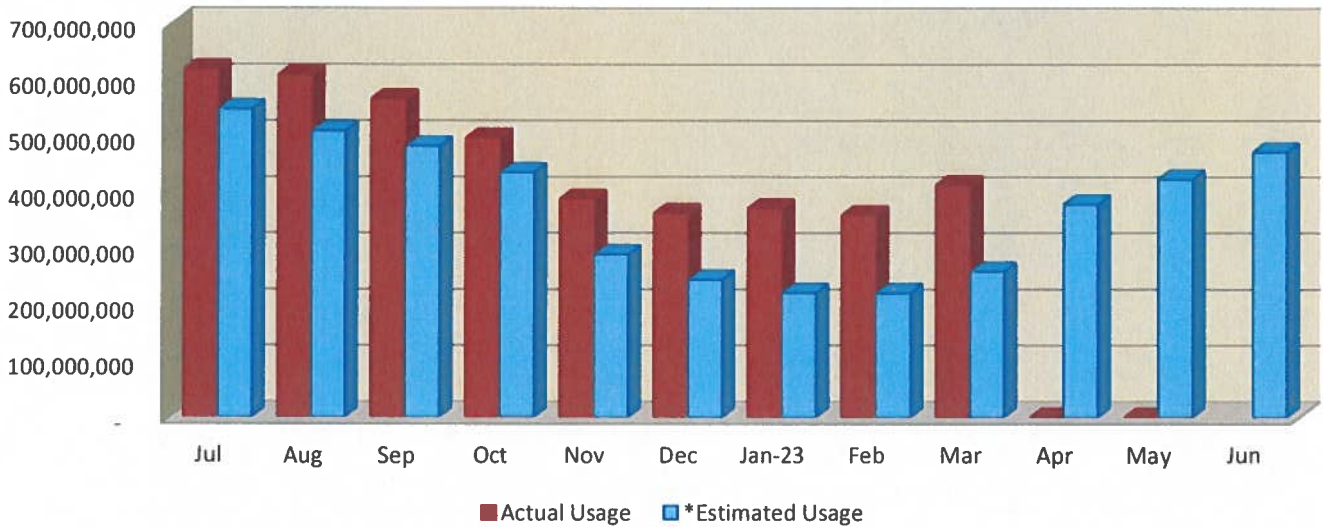
**EDR2** - Operating Budget Status, Ending February 28, 2023.

**EDR3** - Summary of Activities.

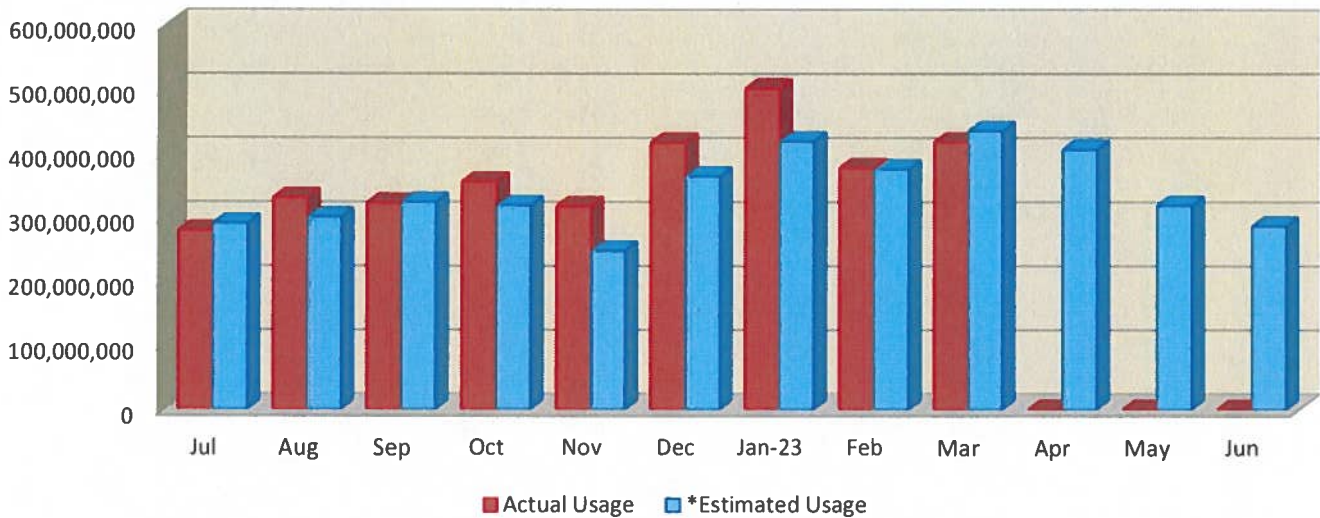
**Action Requested:** For information purposes.



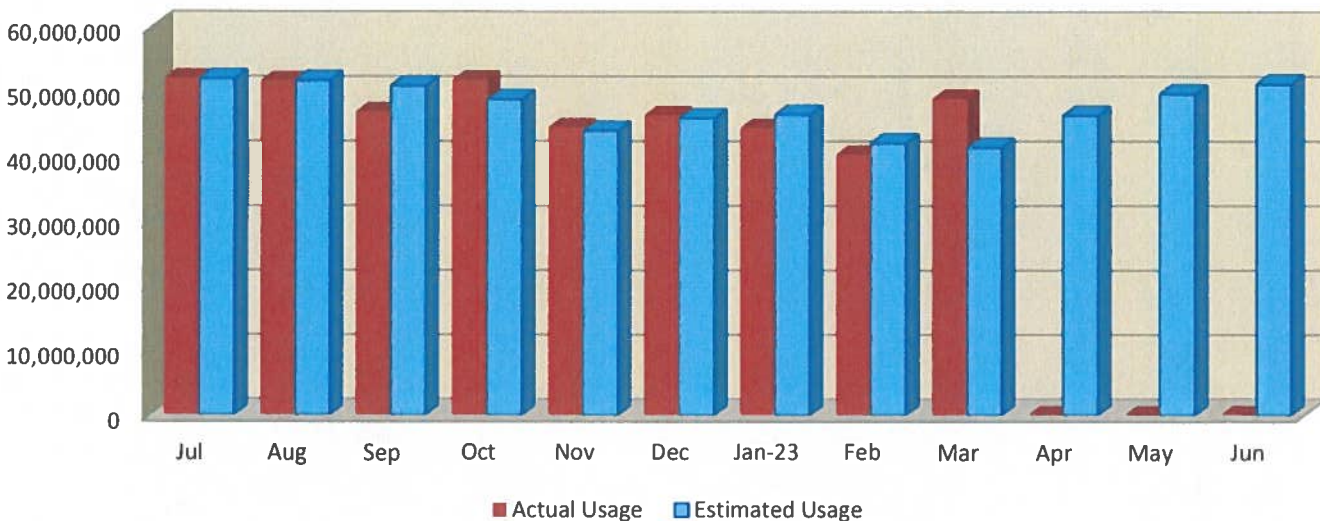
## Brunswick County Water Usage FY 22-23



## CFPUA Water Usage FY 22-23



## Pender County Water Usage FY 22-23



## OPERATING FUND BUDGET PERFORMANCE

Jul-1 through Feb 28

Income	Approved	Approved	Jul 1- Feb 28	Jul 1- Feb 28	Jul 1- Feb 28	Budget
	Annual Budget	Adjusted Budget	Kings Bluff	Bladen Bluffs	OF BUDGET	As of 02/28/2023
<b>3000-01 - OPERATING REVENUE</b>						
3001-01 - 01 Bruns County Public Utility	1,566,597	1,606,437	1,359,050		1,359,050	85%
3002-01 - 01 CFPUA	1,428,403	2,869,315	2,473,553		2,473,553	86%
3003-01 - 01 Pender County	199,518	551,428	480,101		480,101	87%
3004-01 - 01 HWY 421 - Stepan	79,618	141,566	163,043		163,043	115%
3005-01 - 01 Praxair, Inc	2,095	61,179	64,175		64,175	105%
3006-01 - 01 Bladen Bluffs Revenue	3,654,318	3,673,818		3,698,989	3,698,989	101%
Bladen Admin Reimb	102,190	102,190		92,727	92,727	91%
3007-01 - Sales Tax Refund Revenue	100,000	100,000		114,314	114,314	114%
<b>Total 3000-01 - OPERATING REVENUE</b>	<b>7,132,739</b>	<b>9,105,933</b>	<b>4,539,923</b>	<b>3,906,030</b>	<b>8,445,953</b>	<b>93%</b>
<b>3100-00 - OF NONOPERATING REVENUE</b>						
3120-00 - Revenue-Other						
Interest & Investment Revenue	500	500	118		118	24%
FEMA Reimbursement	0	0	6,630		6,630	0%
Refunds / Insurance Proceeds/ Other	0	0	1	1,251	1,252	0%
3156-00 - Rental Income	0	0	10,609		10,609	
3900-01 R&R Fund Appropriated	0	0	0		0	0%
2900-00 Fund Balance	0	0	0		0	0%
<b>Total 3100-00 - OF NONOPERATING REVENUE</b>	<b>500</b>	<b>500</b>	<b>17,358</b>	<b>1,251</b>	<b>18,609</b>	<b>3722%</b>
<b>Total Income</b>	<b>7,133,239</b>	<b>9,106,433</b>	<b>4,557,281</b>	<b>3,907,281</b>	<b>8,464,562</b>	<b>93%</b>
<b>Expense</b>						
<b>4000-01 - ADMINISTRATION EXPENDITURES</b>						
4001-01 - Salary - gross	187,024	187,024	78,343	37,405	115,747	62%
4010-01 - Per Diem= mileage+per diem pay	62,500	62,500	24,344	12,500	36,844	59%
4012-01 - Vehicle Allowance	5,200	5,200	2,360	1,040	3,400	65%
4070-02 - Phone Allowance	520	520	236	104	340	65%
4015-01 - Payroll Taxes	19,542	19,542	7,972	3,908	11,880	61%
4029-01 - Retirement Employer's Part	22,462	22,462	9,906	4,492	14,398	64%
4035-01 - 401K Employer PD Contribution	5,311	5,311	2,478	1,062	3,540	67%
4036-01 - Payroll Processing Exp	2,900	2,900	1,868		1,868	64%
4038-01 - Insurance Group	38,074	38,074	14,388	7,615	22,003	58%
4039-01 - Insurance, Property	94,301	94,301	56,445	18,860	75,305	80%
4046-00 Professional Services General	15,000	15,000	-57,750	0	-57,750	-385%
4046-01 - Attorney	30,000	45,000	28,838		28,838	64%
4046-02 - Auditor	9,000	9,000	5,400	2,800	8,200	91%
4046-03 - Engineer	253,041	245,041	100,967	0	100,967	41%
4049-01 Information Technology	14,000	14,000	1,333	0	1,333	10%
4055-01 - Office Maint/Repair	23,902	23,902	9,451		9,451	40%
4058-01 Office Utilities	5,000	5,000	1,282		1,282	26%
4059-01 Office Expense	14,000	16,000	12,449		12,449	78%
4062-01 Office Equipment	10,000	12,000	9,336		9,336	78%
4064-01 Printing & Advertising	6,500	6,500	4,092		4,092	63%
4065-01 Telephone and Internet	3,500	3,500	2,125		2,125	61%
4070-01 - Travel & Training	26,000	33,000	21,252		21,252	64%
4080-01 - Miscellaneous Expenses	15,000	23,000	15,384		15,384	67%
<b>Total 4000-01 - ADMINISTRATION EXPENDITURES</b>	<b>862,777</b>	<b>888,777</b>	<b>352,499</b>	<b>89,787</b>	<b>442,285</b>	<b>50%</b>
<b>4500-01 - OPERATING EXPENDITURES</b>						
4501-00 - Sales Tax Expense - Other	100,000	100,000		66,795	66,795	67%
4510-01 - Bladen Bluffs Expenses	2,335,094	2,315,596		2,203,037	2,203,037	95%
4520-01 - Utilities-Energy Pump Station	756,336	730,336	473,657		473,657	65%
4530-01 - Kings Bluff O&M Expenses	510,822	549,822	275,925		275,925	50%
4535-01 Kings Bluff Hurricane Other FEMA	0	0	0		0	0%
4543-01 - Series 2012 Bond Principal (ST)	0	0	0		0	0%
4544-01 - Series 2012 Bond Interest (ST)	0	0	0		0	0%
4545-01 - Series 2010 Bond Principal (BB)	850,000	910,000		910,000	910,000	100%
4546-01 - Series 2010 Bond Interest (BB)	297,500	256,998		256,998	256,998	100%
7400-01 - Operating Capital Expense	911,875	2,846,069		2,028,020	2,028,020	71%
4998-05- Transfer to R&R- KB R&R Expense	250,000	250,000	150,000		150,000	60%
2041-01- 421 Relocation NHC Loan Principal	258,835	258,835		258,835	258,835	100%
<b>Total 4500-01 - OPERATING EXPENDITURES</b>	<b>6,270,462</b>	<b>8,217,656</b>	<b>749,582</b>	<b>5,723,684</b>	<b>6,623,266</b>	<b>81%</b>
<b>Total Expense</b>	<b>7,133,239</b>	<b>9,106,433</b>	<b>1,102,081</b>	<b>5,813,470</b>	<b>7,085,551</b>	<b>78%</b>

Executive Director Highlighted Activities:

- Coordinate with CFPAU and others for funding of Phase 2 10-mile parallel line.
- Met with Owners and Advisor and Evaluation Team regarding Scoping and Project Criteria for the Design Build Team
- Met with OA, Evaluation Team, and Design Build Team to finalize Project Criteria
- Participate in Forest Hills Global Elementary's 4<sup>th</sup> Annual Career Day
- Completed 3-Day DBIA Class for Certification
- Worked with Attorney to review Brunswick County Director's request for staggered terms by their members, determining that any term setting is in the purview of Brunswick County, which recommends and appoints to the LCFWASA board.
- Continue to work with Partners on FY 2023-24 Budget

## **AGENDA ITEM**

To: CHAIRMAN BLANCHARD AND BOARD MEMBERS

From: TIM H. HOLLOMAN, EXECUTIVE DIRECTOR

Date: April 10, 2022

Re: Closed Session in Accordance with NCGS§143-318.11(a)(3) and (6) to preserve the Authority's Attorney Client Privilege and for Personnel Matters respectively.

Reviewed and Approved as to form: MATTHEW A. NICHOLS, AUTHORITY ATTORNEY

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A Closed Session is required in accordance with NCGS§143-318.11(3) and (6) to preserve the Authority's Attorney Client Privilege and for Personnel Matters respectively.

A motion is made by \_\_\_\_\_ to go into a closed session in accordance with North Carolina General Statute Section 143-318.11(3) and (6).

The motion is seconded by \_\_\_\_\_.

### **Closed Session**

A motion is made by \_\_\_\_\_ to return to open session.

The motion is seconded by \_\_\_\_\_.