



**Brunswick County Board of Commissioners**  
**ACTION AGENDA ITEM**  
 2004

**TO:** Board of Commissioners  
**FROM:** Marty K. Lawing, County Manager

**ACTION ITEM #:** VII-5  
**MEETING DATE:** 6-21-04  
**DATE SUBMITTED:** 6-14-04  
**EXHIBIT BOOK #:** 43  
**ATTACHMENT #:** 13

**ISSUE/ACTION REQUESTED:** PUBLIC HEARING:  YES  NO

Resolution Approving the Offer for State Loan for Wastewater Treatment Works Projects Under the North Carolina Clean Water Revolving Loan & Grant Act of 1987 and the Federal Clean Water Act Amendments of 1987.

**BACKGROUND/PURPOSE OF REQUEST:**

The Offer and Acceptance document for the \$20,000,000 Water Pollution Control Revolving fund was received on June 7, 2004. This loan is for the West Brunswick Regional Wastewater Facilities which includes a new 3.0 MGD wastewater treatment plant and a new wastewater collection and transport system and two percent closing fee. The term of the loan is 20 years and the interest rate is fixed at 2.205%.

The loan offer includes eighteen assurances and one special condition. The County can comply with all of the assurances outlined in the document and as well as the special condition. The special condition will require the County to provide an anticipated drawdown schedule prior to the first payment being made since the loan will not fund the entire project. The additional project costs above and beyond this \$20,000,000 and the additional \$10,000,000 anticipated from the Water Pollution Control Fund, will be financed with proceeds from the Water and Sewer Revenue Bonds of 2004 Series A.

**FISCAL IMPACT:**

\$20,000,000 loan proceeds

\$1,237,558 annual debt service payment

**BUDGET AMENDMENT REQUIRED:**  YES  NO

**PRE-AUDIT CERTIFICATION REQUIRED:**  YES  NO

**REVIEWED BY DIRECTOR OF FISCAL OPERATIONS**  YES  NO

**TOTAL COUNTY DOLLARS:** \$ 1,237,558 annually

**CONTRACTS/AGREEMENTS:**

**REVIEWED BY COUNTY ATTORNEY:**  YES  NO  N/A

**ADVISORY BOARD RECOMMENDATION:**

**COUNTY MANAGER'S RECOMMENDATION:**

Approve Resolution Accepting the \$20,000,000 Loan From the Water Pollution Control Revolving Fund

**ATTACHMENTS:**

- Letter from Construction Grants and Loans

- 2. Loan Offer and Acceptance Document
- 3. Standard Conditions for Federal SRF Loans

**ACTION OF THE BOARD OF COMMISSIONERS**

APPROVED:

6/21/04

DENIED:

DEFERRED UNTIL:

RETURNED TO DEPARTMENT HEAD:

DATE

6/23/04

ATTEST:

CLERK TO THE BOARD

SIGNATURE

DATE

*[Handwritten Signature]* 6/27/04

OTHER:

*County of Brunswick*  
*Office of the County Commissioners*



**A RESOLUTION OF THE BRUNSWICK COUNTY COMMISSIONERS ACCEPTING THE  
NORTH CAROLINA CLEAN WATER REVOLVING LOAN ASSISTANCE**

**WHEREAS**, the North Carolina Clean Water Revolving Loan and Grant Act of 1987 has authorized the making of loans and grants to aid eligible units of government in financing the cost of construction of wastewater treatment works, wastewater collection systems, and water supply systems, water conservation projects; and

**WHEREAS**, the North Carolina Environmental Management Commission has offered a State Revolving Loan in the amount of \$20,000,000 for the construction of the West Brunswick Regional Wastewater Project; and

**WHEREAS**, the County of Brunswick intends to construct said project in accordance with the approved plans and specifications.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF  
THE COUNTY OF BRUNSWICK:**

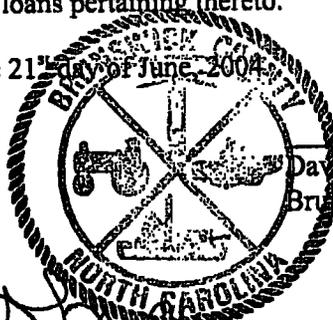
That Brunswick County does hereby accept the State Revolving Loan offer of \$20,000,000.

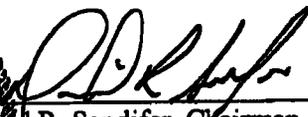
That Brunswick County does hereby give assurance to the North Carolina Environmental Management Commission that all items specified in the loan offer, Section II – Assurances will be adhered to.

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

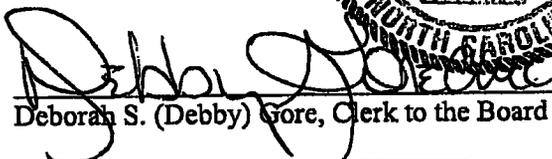
That Brunswick County has substantially complied or will substantially comply with all Federal, State and local laws, rules, regulations, and ordinance applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the 21<sup>st</sup> day of June, 2004.



  
\_\_\_\_\_  
David R. Sandifer, Chairman  
Brunswick County Commissioners

Attest:

  
\_\_\_\_\_  
Deborah S. (Debby) Gore, Clerk to the Board

# BRUNSWICK COUNTY ADMINISTRATION

BRUNSWICK COUNTY GOVERNMENT CENTER  
45 COURTHOUSE DRIVE N.E.  
BUILDING E  
BOLIVIA, NORTH CAROLINA 28422

MAILING ADDRESS:

POST OFFICE BOX 249  
BOLIVIA, NORTH CAROLINA 28422

TELEPHONE  
(910) 253-2000  
(800) 442-7033  
FACSIMILE  
(910) 253-2022

July 7, 2004

John R. Blowe, P.E., Chief  
Construction Grants & Loans Section  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633

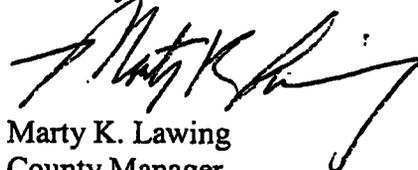
RE: Offer and Acceptance For a State Loan  
Project No. CS370811-02  
Brunswick County, North Carolina

Dear Mr. Blowe:

Enclosed please find a resolution of the Brunswick County Board of Commissioners accepting the North Carolina Clean Water Revolving Loan Assistance in the amount of \$20,000,000 and one (1) copy of the original Offer and Acceptance Document.

On behalf of the Brunswick County Board of Commissioners I would like to thank you for your assistance in obtaining a significant portion of the financing for the West Brunswick Regional Wastewater Project. We look forward to working with you and your staff during the construction phase of this important project.

Sincerely,

  
Marty K. Lawing  
County Manager

cc: Board of Commissioners  
Lithia Brooks, Director of Fiscal Operations  
Lee Smith, Public Utilities Director  
Eric Williams, P.E., HDR Engineering



STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WATER QUALITY  
RALEIGH, NORTH CAROLINA

OFFER AND ACCEPTANCE FOR STATE LOAN FOR WASTEWATER TREATMENT WORKS  
PROJECTS UNDER THE NORTH CAROLINA CLEAN WATER REVOLVING  
LOAN & GRANT ACT OF 1987 AND THE  
FEDERAL CLEAN WATER ACT AMENDMENTS OF 1987

SECTION I - OFFER

Legal Name & Address of Applicant

**Brunswick County  
P.O. Box 249  
Bolivia, North Carolina 28422**

Federal Project No.  
**CS370811-02**

State Project No.  
**E-SRF-T-05-0141**

Total Estimated Project Cost

**\$44,762,818**

Total Loan Offered from the

Water Pollution Control Revolving Loan Fund Account

**\$20,000,000**

Description of Project: **Construction of a new 3.0 MGD WWTP and wastewater collection and transport system.**

Consideration having been given by the North Carolina Environmental Management Commission to (a) the application submitted by the applicant in accordance with the Rules Governing State Loans for Wastewater Treatment Works Projects Pursuant to the North Carolina Clean Water Revolving Loan & Grant Act of 1987, and the Federal Clean Water Act Amendments of 1987, (b) the public benefits to be derived by the construction of this project, (c) the relation of public necessity for the system, and (d) the adequacy of the provisions made or proposed by the applicant for assuring proper and efficient operation and maintenance of the system after completion of the construction thereof, and it having been determined that (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for State loans, and (3) the project has been approved and certified by the Environmental Management Commission as being entitled to priority for State loan funds made available by the Federal Clean Water Act Amendments of 1987.

The Environmental Management Commission, acting on behalf of the State of North Carolina, hereby offers:

make a State loan to the above named applicant subject to the conditions and assurances included in this document to aid in financing the construction of the project pursuant to the Rules Governing State Loans for Wastewater Treatment Works Projects. The amount of the State loan will not exceed the appropriate percentage, as established by the Act, of such dollar limitation as established herein.

In addition, this Offer is made subject to the following conditions:

**THIS LOAN IS FOR 20 YEARS AT 2.205% INTEREST.**

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Breakdown of Approved Loan Amount

1. Construction and Contingencies .....\$19,607,843  
2. Closing Costs .....392,157

Total .....**\$20,000,000**

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This Offer must be accepted, if at all, within

**FORTY-FIVE DAYS OF RECEIPT**

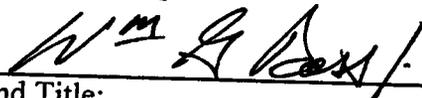
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FOR THE STATE OF NORTH CAROLINA, ENVIRONMENTAL MANAGEMENT COMMISSION

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Authorized State Representative

Date:



17 May '04

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Name and Title:

William G. Ross, Jr., Secretary  
North Carolina Department of Environment and Natural Resources

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**SECTION II - ASSURANCES**

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The Applicant hereby gives assurance to the Environmental Management Commission that:

- A. The final plans and specifications have or will be approved by the Division of Water Quality and the applicant so notified, prior to the project being advertised or placed on the market for bids.
- B. The construction contract(s) require(s) the contractor to furnish performance and payment bonds, each of which is in an amount of not less than one hundred percentum (100%) of the contract price; and to maintain during the life of the contract(s) adequate fire, extended coverage, workmen's compensation, public liability, and property damage insurance.

The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

- D. Any change or changes in the approved plans and specifications or contract(s) which (has/have) made or will make any major alteration in the work required by the plans and specifications, or which increases the cost of the project above the latest estimate approved by the Environmental Management Commission, was or will be submitted to the Division of Water Quality for approval.
- E. The construction contract(s) provides that any duly authorized representative of the State will have access to the work whenever it is in preparation or progress, and that the contractor will provide proper facilities for such access and inspection.
- F. The applicant will provide and maintain competent and adequate engineering supervision and inspection of the project to insure that the construction conforms with the approved plans and specifications.
- G. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
- H. All funds loaned pursuant to the Clean Water Revolving Loan & Grant Act of 1987 shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.**
- I. Any duly authorized representative of the Division of Water Quality shall have access, for the purpose of audit and examination, to any books, documents, papers and records of the applicant that are pertinent to funds received under the Act; and the applicant shall submit to the Division of Water Quality such documents and information as it may require in connection with the project.
- J. The applicant shall demonstrate to the satisfaction of the Environmental Management Commission its ability to pay the remaining or ineligible cost of the project.
- K. The applicant shall demonstrate to the satisfaction of the Environmental Management Commission that it has or will have a fee simple or such other estate or interest in the site of the project, including necessary easements and rights-of-way, to assure undisturbed use and possession for the purpose of construction and operation for the estimated life of the project prior to the authorization to award construction contracts.
- L. The declarations, assurances, representations, and statements made by the applicant in the application; and all documents, amendments, and communications filed with the Environmental Management Commission by the applicant in support of its request for a loan will be fulfilled.
- M. The applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Division of Water Quality.
- N. If the approval of the debt instrument for this loan is necessary for the applicant to award contracts, the completed project review and cost summary and supporting information must be delivered to the Division of Water Quality a minimum of twenty (20) days prior to the award of contracts.
- O. The Local Government Commission will forward the debt instrument after total project costs are established. The applicant must execute the debt instrument a minimum of ten (10) days prior to the request of disbursement of loan funds.

P. The first disbursement of loan funds to the applicant will include an amount equivalent to the two percent closing fee for the loan. Within ten (10) calendar days of the receipt of this disbursement, the applicant should send payment of the loan closing fee (made payable to the Clean Water Revolving Loan and Grant Fund) to:

Ms. Valerie Lancaster  
Division of Water Quality  
Construction Grants & Loans Section  
1633 Mail Service Center  
Raleigh, NC 27699-1633

Q. Within thirty (30) days of the date of completion of the project, the applicant will make available to the Construction Grants Section staff all project cost estimates, for the purpose of making final adjustments to the Revolving Loan and debt instrument.

R. In accordance with G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. It is required that a capital project ordinance, in accordance with G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. A copy of the approved ordinance must be submitted to this office before submitting the first reimbursement request.

**SPECIAL CONDITION:**

This loan does not provide sufficient funds to cover the entire cost of the project. Once construction contracts have been awarded, but prior to the first payment being processed, an anticipated drawdown schedule must be provided projecting the timeframe for utilizing the entire loan amount. This schedule will be used to determine the repayment dates of the loan.

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**SECTION III - ACCEPTANCE**

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On Behalf of (Legal Name of Applicant)

**Brunswick County**

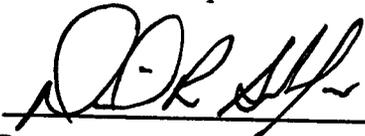
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I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Offer and make the assurances and accept the conditions contained therein.

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Signature of Representative

Date



7-6-04

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**David Sandifer, Chairman**

Name of Representative, Title (Type or Print)



Michael F. Easley, Governor  
William G. Ross Jr., Secretary  
North Carolina Department of Environment and Natural Resources

Alan W. Klimek, P. E. Director  
Division of Water Quality  
Coleen H. Sullins, Deputy Director  
Division of Water Quality

May 27, 2004

**RECEIVED**

JUN 07 2004

BRUNS. CO. ADMIN.

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. David Sandifer, Chairman  
Brunswick County Board of Commissioners  
P.O. Box 249  
Bolivia, North Carolina 28422-0249

**SUBJECT:** Offer and Acceptance For a  
State Loan  
Project No. CS370811-02  
Brunswick County, North Carolina

Dear Mr. Sandifer:

As you were notified by letter from Governor Easley, Brunswick County has been approved for loan assistance from the Water Pollution Control Revolving Fund in the amount of \$20,000,000. This loan will assist with construction of a new 3.0 MGD WWTP and new wastewater collection and transport system.

Enclosed are two (2) copies of an Offer and Acceptance Document extending a State Revolving loan in the amount of \$20,000,000. This offer is made subject to the assurances and conditions set forth in the Offer and Acceptance Document. Upon executing the Offer and Acceptance Document, please submit the following items to the Construction Grants and Loans Section, 1633 Mail Service Center, Raleigh, North Carolina 27699-1633 within forty-five (45) days of receipt.

1. A resolution adopted by the governing body accepting the loan offer and making the applicable assurances contained therein. (Sample copy attached)
2. One (1) copy of the original Offer and Acceptance Document executed by the authorized representative for the project. **Retain the other copy for your files.**



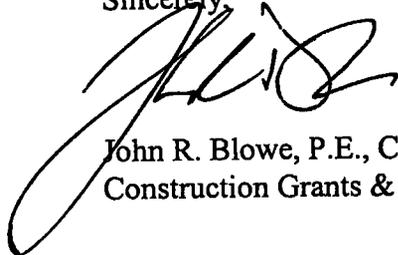
Mr. David Sandifer  
Page 2  
May 27, 2004

In accordance with G.S. 159-26(b)(6), a capital project fund is required to account for all debt instrument proceeds used to finance capital projects. It is required that a capital project ordinance, in accordance with G.S. 159-13.2, be adopted by the governing board authorizing all appropriations necessary for the completion of the project. A copy of the approved ordinance must be submitted to this office before requesting the first reimbursement request.

In addition, the enclosed pay request form must be used for all reimbursement requests. You may make additional copies as needed. Also, enclosed is a copy of a memorandum requesting your Federal Identification Number. Please contact the State Auditors office for the compliance pertaining to the North Carolina Clean Water Revolving Loan and Grant Program.

On behalf of the Department of Environment and Natural Resources, I am pleased to make this offer of State Revolving Loan funds made available by the North Carolina Clean Water Revolving Loan and Grant Act of 1997 and the Federal Clean Water Act Amendments of 1987.

Sincerely,



John R. Blowe, P.E., Chief  
Construction Grants & Loans Section

MH

Enclosures

cc: HDR Engineering - Calabash  
Wilmington Regional Office  
Valerie Lancaster  
Jan Bolick  
SRF



STATE OF NORTH CAROLINA  
DEPARTMENT OF ENVIRONMENT AND NATURAL RESOURCES  
DIVISION OF WATER QUALITY  
RALEIGH, NORTH CAROLINA

OFFER AND ACCEPTANCE FOR STATE LOAN FOR WASTEWATER TREATMENT WORKS  
PROJECTS UNDER THE NORTH CAROLINA CLEAN WATER REVOLVING  
LOAN & GRANT ACT OF 1987 AND THE  
FEDERAL CLEAN WATER ACT AMENDMENTS OF 1987

SECTION I - OFFER

Legal Name & Address of Applicant  <b>Brunswick County P.O. Box 249 Bolivia, North Carolina 28422</b>	Federal Project No. <b>CS370811-02</b>  State Project No. <b>E-SRF-T-05-0141</b>
Total Estimated Project Cost	<b>\$44,762,818</b>

Total Loan Offered from the  
Water Pollution Control Revolving Loan Fund Account **\$20,000,000**

Description of Project: **Construction of a new 3.0 MGD WWTP and wastewater collection and transport system.**

Consideration having been given by the North Carolina Environmental Management Commission to (a) the application submitted by the applicant in accordance with the Rules Governing State Loans for Wastewater Treatment Works Projects Pursuant to the North Carolina Clean Water Revolving Loan & Grant Act of 1987, and the Federal Clean Water Act Amendments of 1987, (b) the public benefits to be derived by the construction of this project, (c) the relation of public necessity for the system, and (d) the adequacy of the provisions made or proposed by the applicant for assuring proper and efficient operation and maintenance of the system after completion of the construction thereof, and it having been determined that (1) the applicant is an eligible unit of government, (2) the project meets the eligibility criteria for State loans, and (3) the project has been approved and certified by the Environmental Management Commission as being entitled to priority for State loan funds made available by the Federal Clean Water Act Amendments of 1987.

The Environmental Management Commission, acting on behalf of the State of North Carolina, hereby offers:

To make a State loan to the above named applicant subject to the conditions and assurances included in this document to aid in financing the construction of the project pursuant to the Rules Governing State Loans for Wastewater Treatment Works Projects. The amount of the State loan will not exceed the appropriate percentage, as established by the Act, of such dollar limitation as established herein.

In addition, this Offer is made subject to the following conditions:

**THIS LOAN IS FOR 20 YEARS AT 2.205% INTEREST.**

---

**Breakdown of Approved Loan Amount**

1. Construction and Contingencies .....\$19,607,843  
2. Closing Costs .....392,157  
  
Total .....\$20,000,000

---

This Offer must be accepted, if at all, within

**FORTY-FIVE DAYS OF RECEIPT**

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FOR THE STATE OF NORTH CAROLINA, ENVIRONMENTAL MANAGEMENT COMMISSION

*W<sup>m</sup> G. Ross, Jr.*  
Authorized State Representative

*17 May '04*  
Date:

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Name and Title:

William G. Ross, Jr., Secretary  
North Carolina Department of Environment and Natural Resources

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**SECTION II - ASSURANCES**

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The Applicant hereby gives assurance to the Environmental Management Commission that:

- A. The final plans and specifications have or will be approved by the Division of Water Quality and the applicant so notified, prior to the project being advertised or placed on the market for bids.
- B. The construction contract(s) require(s) the contractor to furnish performance and payment bonds, each of which is in an amount of not less than one hundred percentum (100%) of the contract price; and to maintain during the life of the contract(s) adequate fire, extended coverage, workmen's compensation, public liability, and property damage insurance.
- C. The construction of the project, including the letting of contracts in connection therewith, conforms to the applicable requirements of State and local laws and ordinances.

- D. Any change or changes in the approved plans and specifications or contract(s) which (has/have) made or will make any major alteration in the work required by the plans and specifications, or which increases the cost of the project above the latest estimate approved by the Environmental Management Commission, was or will be submitted to the Division of Water Quality for approval.
- The construction contract(s) provides that any duly authorized representative of the State will have access to the work whenever it is in preparation or progress, and that the contractor will provide proper facilities for such access and inspection.
- F. The applicant will provide and maintain competent and adequate engineering supervision and inspection of the project to insure that the construction conforms with the approved plans and specifications.
- G. Adequate accounting and fiscal records will be maintained during the construction of the project and these records will be retained and made available for a period of at least three (3) years following completion of the project.
- H. All funds loaned pursuant to the Clean Water Revolving Loan & Grant Act of 1987 shall be expended solely for carrying out the approved project and an audit shall be performed in accordance with G.S. 159-34, as amended. **The applicant will expend all of the requisitioned funds for the purpose of paying the costs of the project within three (3) banking days following the receipt of the funds from the State.**
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- L. The declarations, assurances, representations, and statements made by the applicant in the application; and all documents, amendments, and communications filed with the Environmental Management Commission by the applicant in support of its request for a loan will be fulfilled.
- M. The applicant agrees to construct the project or cause it to be constructed to final completion in accordance with the application and plans and specifications approved by the Division of Water Quality.
- N. If the approval of the debt instrument for this loan is necessary for the applicant to award contracts, the completed project review and cost summary and supporting information must be delivered to the Division of Water Quality a minimum of twenty (20) days prior to the award of contracts.
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**SPECIAL CONDITION:**

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SECTION III - ACCEPTANCE

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On Behalf of (Legal Name of Applicant)

**Brunswick County**

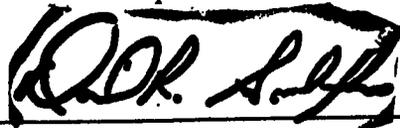
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I, the undersigned, being duly authorized to take such action, as evidenced by the attached CERTIFIED COPY OF AUTHORIZATION BY THE APPLICANT'S GOVERNING BODY, do hereby accept this Offer and make the assurances and accept the conditions contained therein.

---

Signature of Representative

Date



June 21, 2004

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**David Sandifer, Chairman**

Name of Representative, Title (Type or Print)

Recipient: Brunswick County  
Federal Project No.: CS370811-02  
State Project.: E-SRF-T-05-0141

**STANDARD CONDITIONS FOR FEDERAL SRF LOANS**  
**FOR CONSTRUCTION OF TREATMENT WORKS**

**A. GENERAL**

The recipient shall comply with all provisions of the following Federal laws and authorities:

**1. Environmental**

- (a) Archeological and Historic Preservation Act of 1974, PL 93-291;
- (b) Clean Air Act - 42 U.S.C. 7506(c);
- (c) Coastal Barrier Resources Act - 16 U.S.C. 3501, et seq;
- (d) Coastal Zone Management Act of 1972 - PL 92-583, as amended;
- (e) Endangered Species Act - 16 U.S.C. 1531, et seq;
- (f) Executive Order 11593 - Protection and Enhancement of the Cultural Environment;
- (g) Executive Order 11988 - Floodplain Management;
- (h) Executive Order 11990 - Protection of Wetlands;
- (i) Farmland Protection Policy Act - 7 U.S.C. 4201, et seq;
- (j) Fish and Wildlife Coordination Act - PL 85-624, as amended;
- (k) National Historic Preservation Act of 1966 - PL 89-665, as amended;
- (l) Safe Drinking Water Act - Section 142(e), PL 92-523, as amended;
- (m) Wild and Scenic Rivers Act - PL 90-542, as amended;
- (n) Historic Sites Act.

## 2. Economic

- (a) Demonstration Cities and Metropolitan Development Act of 1966 - PL 89-754, as amended;
- (b) Section 306 of the Clean Water Air Act, Section 508 of the Clean Water Act, including Executive Order 11783, Administration of the Clean Air Act, and the Federal Water Pollution Control Act, with respect to Federal contracts, grants, or Loans.

## 3. Social Legislation

- (a) Age Discrimination Act - PL 94-135;
- (b) Civil Rights Act of 1964 - PL 88-352;
- (c) Davis-Bacon Labor Wage Provisions;
- (d) Section 13 of PL 92-500: Prohibition against sex discrimination under the Federal Water Pollution Control Act;
- (e) 18 U.S.C. 436 - (Convict Labor Requirement);
- (f) Executive Order 11246 - Equal Employment Opportunity;
- (g) Executive Orders 11625 and 12138 - Women's and Minority Business Enterprises;
- (h) Rehabilitation Act of 1973 - PL 93-112 (including Executive Orders 11914 and 11250).

## 4. Miscellaneous Authority

- (a) Uniform Relocation and Real Property Acquisition Policies Act of 1970 - PL 91-646, as amended;
- (b) Executive Order 12549 - Debarment and Suspension;
- (c) The recipient agrees to establish and maintain a financial management system that adequately accounts for revenues and expenditures;
- (d) It is the responsibility of the recipient to provide the treatment and operating expertise, and provide a discharge which will meet the effluent criteria of the recipients' NPDES permit, or the conditions or limits of the non-discharge permit;

## (e) Subagreements

The recipient agrees to submit documentation for proposed procurement actions under this loan for A/E services and construction contracts for State approval, prior to contract award;

(f) Access

The recipient must insure that State and EPA representatives will have access to the project work whenever it is in preparation or progress. The recipient must provide proper facilities for access and inspection. The recipient must allow the State agency, EPA, or any authorized representative to access books, documents, plans, reports, papers, and other records of the contractor which are pertinent to the project;

(g) The recipient and all contractors for the project shall retain all project records for three (3) years, following final disbursement of the loan. If litigation, claim, appeal, or audit is begun before the end of the three (3)-year period, all records must be kept for three years or until such litigation, appeal, claim, or audit is complete and resolved, whichever is longer;

(h) Civil Rights and Labor Standard Requirements, and use of MBE (Minority Business Enterprise), WBE (Women's Business Enterprise), and Small Businesses:

1. Positive efforts shall be made by recipients, their consultants and contractors to utilize small businesses and minority-owned businesses for sources of supply and services. Such efforts should allow these sources the maximum feasible opportunity to compete for subagreements and contracts to be performed, utilizing Federal SRF funds. Documentation of efforts made to utilize minority and women-owned firms must be maintained by all recipients, consulting firms, and construction contractors, and made available upon request;
2. The recipient will be responsible for insuring that the EEO/MBE requirements are met. The State will, in most cases, accept a properly executed EPA Form 334 as evidence of compliance. However, the State may choose to conduct a full in-depth review of the EEO/MBE documentation required to be submitted by the lowest bidder;
3. The recipient shall not award contracts to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or any firm that appears on the EPA's list of debarred firms. The recipient shall also comply with 40 CFR 32;
4. The recipient shall require all prime construction contractors, as part of their bid, to certify that subcontracts have not and will not be awarded to any firm that has been debarred for noncompliance from the Federal Labor Standards, Title VI of the Civil Rights Act of 1964, as amended, or Executive Order 11246, as amended, or any firm that appears on the EPA's list of debarred firms;
5. The recipient shall require all contractors on the project to comply with the Department of Labor's Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL 91-946), under Section 107 of the Contract Work Hours and Safety Standards Act (PL 91-54);

6. Acquisition of Real Property

The recipient shall comply with all applicable provisions of the Uniform Relocation and Real Property Acquisition Policies Act of 1970 (PL 92-646), as amended, in regard to acquisition of all real property, (including easements), for the project covered by this loan, and any resulting relocation of persons, businesses, or farm operations;

7. Prompt Payment and Payment Retainment

- (a) It is the policy of the State of North Carolina to make timely periodic loan disbursements to the recipient, and to require the recipient to make prompt periodic payment on subagreements;
- (b) Partial disbursements on this loan will be made promptly upon request, subject to adequate documentation of incurred eligible costs, and subject to the recipient's compliance with the conditions of this loan and subsequent amendments;
- (c) The recipient agrees to make prompt payment to its contractor, and to retain only such amount as may be justified by specific circumstances and provisions of this loan, or the construction contract;
- (d) The recipient agrees to include appropriate provisions in each construction contract, and to require the prime contractor to include them in all subcontracts, to implement this prompt payment requirement.

B. CONSTRUCTION:

- 1. The recipient shall enact the User Charge System and the Sewer Use Ordinance, as approved by the State, before the treatment works constructed with this loan is placed in operation.
- 1. The recipient agrees to provide engineering services during construction and during the first year following initiation of operation.
- 3. The recipient agrees to provide certification after one (1) year of the performance, stating that the plant is capable of meeting the project performance standards as stated in the NPDES permit.
- 4. Qualified inspectors shall be provided at the construction site. A summary of the inspector's qualifications and experience shall be submitted to the State. If an inspector is to be used on more than one construction site location or contract, the justification for using one inspector for two or more job sites must be submitted to the State for prior approval.
- 5. The recipient shall employ an adequate number of qualified operators and provide a project operation and maintenance manual. The recipient assures that the facility will be operated and maintained in accordance with such requirements, as the State may publish from time-to-time, concerning methods, techniques, and practices for

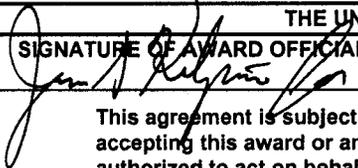
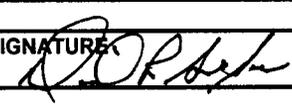
the economic, efficient, and effective operation and maintenance of publicly-owned treatment works.

6. (a) The recipient agrees to acquire, or to require the construction contractor to acquire and maintain any flood insurance made available under the National Flood Insurance Act of 1968, as amended. The insurance shall be in an amount at least equal to the total eligible project costs, excluding the cost of land and uninsurable improvements, or to the maximum limit of coverage made available under the National Flood Insurance Act of 1968, as amended, whichever is less, for the entire life of the project.
- (b) This requirement is applicable only if the project location is inside the boundaries of a special flood hazard area delineated on a Flood Hazard Boundary Map or Flood Insurance Rate Map which has been issued by the Department of Housing and Urban Development, Federal Emergency Management Agency. This requirement is not applicable if the total value of improvements insurable under the National flood Insurance Act is less than \$10,000.
7. The recipient shall conduct a preconstruction conference, if applicable, for each construction contract in cooperation with the State, and, in accordance with guidelines which shall be furnished by the State.

**C. ACTION DATES (STEP 3 - CONSTRUCTION PERIOD)**

1. Adequate time, not less than thirty (30) days, shall be allowed from the first date of publication to the date of bid opening.
2. WBE, MBE, and Small Business documentation indicating compliance with 40 CFR 31.36(e) must be submitted within fourteen (14) days after bid opening.
3. The Project Review and Cost Summary and back-up documents must be submitted within twenty-one (21) days after bid opening.
4. The time interval between acceptance of bids and award of contract shall not exceed sixty (60) days. The State may approve an extension of thirty (30) days because of extraordinary circumstances.
5. The recipient will advertise the project for bids within ninety (90) days of receipt of authorization to construct or acceptance of the loan offer.
6. The recipient shall not award any contracts for construction until the Authority to Award (ATA) is given by the State.
7. The recipient shall notify the State immediately when contracts are awarded.
8. No loan disbursements will be made until the contract documents are submitted and approved.

9. No loan disbursements will be made on the engineering agreement until submitted to the State, and no more than 30% of the contract will be disbursed until approved.
10. No loan disbursements will be made until all required (unqualified) site certificates are submitted.
11. The recipient shall conduct a cost analysis of all negotiated change orders and negotiated contracts estimated to exceed \$10,000. The recipient shall conduct a price analysis of all formally advertised procurement estimated to exceed \$10,000, if there are fewer than three bidders.
12. No more than ninety (90) percent of the loan may be disburse before the final O & M Manual is submitted and approved.
13. The following documentation must be submitted with the first, 50%, 90%, and final disbursement request:
  - (a) Engineering invoices and construction estimates. (If not cumulative, all invoices must be submitted);
  - (b) Any special loan conditions precluding disbursement must be satisfied.
14. The recipient shall notify the State when construction of the project is complete.
15. The recipient will submit annual audits in accordance with GS 159-34.
16. The recipient, one year after the completion of construction and initial operation of the wastewater facilities, shall certify whether or not such treatment works meet the design specifications and effluent limitations, according to the Division's Performance Certification Policy.

	<b>U.S. ENVIRONMENTAL PROTECTION AGENCY</b>  <b>Cooperative Agreement</b>	<b>ASSISTANCE ID NO.</b>			<b>DATE OF AWARD</b> SEP 30 2004	
		<b>PRG</b>	<b>DOC ID</b>	<b>AMEND#</b>		
		CD - 96408904 - 0				
		<b>TYPE OF ACTION</b> New			<b>MAILING DATE</b> OCT 07 2004	
<b>PAYMENT METHOD:</b> ASAP			<b>ACH#</b>			
<b>RECIPIENT TYPE:</b> County			<b>Send Payment Request to:</b>			
<b>RECIPIENT:</b> County of Brunswick P.O. Box 249 Bolivia, NC 28422 EIN: 56-6000278			<b>PAYEE:</b> P.O. Box 249 Bolivia, NC 28422			
<b>PROJECT MANAGER</b>		<b>EPA PROJECT OFFICER</b>		<b>EPA GRANT SPECIALIST</b>		
Steve Stone P.O. Box 249 Bolivia, NC 28422 E-Mail: sstone@brunscs.net Phone: 910/253-2015		Jennifer Derby 61 Forsyth Street Atlanta, GA 30303-8960 E-Mail: Derby.Jennifer@epamail.epa.gov Phone: 404-562-9401		Shirley Grayer REG: 04; OPM E-Mail: Grayer.Shirley@epamail.epa.gov Phone: 404-562-8416		
<b>PROJECT TITLE AND DESCRIPTION</b> Integrated Coastal Watershed Management NEW AWARD: This action provides funds in the amount of \$192,750 to demonstrate the use of watershed-based permitting as a tool to protect and restore water quality that is primarily threatened by stormwater in a watershed that is still largely undeveloped. This will be accomplished by using the EPA's suggested process for developing a watershed-based permit NPDES Guidance.						
<b>BUDGET PERIOD</b>		<b>PROJECT PERIOD</b>		<b>TOTAL BUDGET PERIOD COST</b>		
10/01/2004 - 09/30/2006		10/01/2004 - 09/30/2006		\$275,640.00		
				<b>TOTAL PROJECT PERIOD COST</b>		
				\$275,640.00		
<b>NOTE:</b> The Agreement must be completed in duplicate and the Original returned to the appropriate Grants Management Office listed below, within 3 calendar weeks after receipt or within any extension of time as may be granted by EPA. Receipt of a written refusal or failure to return the properly executed document within the prescribed time, may result in the withdrawal of the offer by the Agency. Any change to the Agreement by the Recipient subsequent to the document being signed by the EPA Award Official, which the Award Official determines to materially alter the Agreement, shall void the Agreement.						
<b>OFFER AND ACCEPTANCE</b>						
The United States, acting by and through the U.S. Environmental Protection Agency (EPA), hereby offers Assistance/Amendment to the <u>County of Brunswick</u> for <u>69.93</u> % of all approved costs incurred up to and not exceeding <u>\$192,750</u> for the support of approved budget period effort described in application (Including all application modifications) cited in the Project Title and Description above, signed <u>06/28/2004</u> included herein by reference.						
<b>ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)</b>			<b>AWARD APPROVAL OFFICE</b>			
<b>ORGANIZATION / ADDRESS</b>			<b>ORGANIZATION / ADDRESS</b>			
61 Forsyth Street Atlanta, GA 30303-8960			U.S. EPA, Region 4 Water Management Division 61 Forsyth Street Atlanta, GA 30303-8960			
<b>THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY</b>						
<b>SIGNATURE OF AWARD OFFICIAL</b>		<b>TYPED NAME AND TITLE</b>		<b>DATE</b>		
		James D. Giattina, Director		SEP 30 2004		
This agreement is subject to applicable U.S. Environmental Protection Agency statutory provisions and assistance regulations. In accepting this award or amendment and any payments made pursuant thereto, (1) the undersigned represents that he is duly authorized to act on behalf of the recipient organization, and (2) the recipient agrees (a) that the award is subject to the applicable provisions of 40 CFR Chapter 1, Subchapter B and of the provisions of this agreement (and all attachments), and (b) that acceptance of any payments constitutes an agreement by the payee that the amounts, if any found by EPA to have been overpaid will be refunded or credited in full to EPA.						
<b>BY AND ON BEHALF OF THE DESIGNATED RECIPIENT ORGANIZATION</b>						
<b>SIGNATURE</b>		<b>TYPED NAME AND TITLE</b>		<b>DATE</b>		
		David R. Sandifer, Chairman		10/28/04		

## EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$	\$ 192,750	\$ 192,750
EPA In-Kind Amount	\$	\$	\$ 0
Unexpended Prior Year Balance	\$	\$	\$ 0
Other Federal Funds	\$	\$	\$ 0
Recipient Contribution	\$	\$ 59,315	\$ 59,315
State Contribution	\$	\$	\$ 0
Local Contribution	\$	\$	\$ 0
Other Contribution	\$	\$ 23,575	\$ 23,575
Allowable Project Cost	\$ 0	\$ 275,640	\$ 275,640

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.461 - Wetlands Protection State Development	Clean Water Act: Sec. 104(b)(3)	40 CFR PART 31

Fiscal									
Site Name	DCN	FY	Approp. Code	Budget Organization	PRC	Object Class	Site/Project	Cost Organization	Obligation / Deobligation
-	VX4182	04	E1	04T6	403B07E	41.83	-	-	192,750
									192,750

Budget Summary Page: FY 04 - County of Brunswick

Table A - Object Class Category (Non-construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$60,325
2. Fringe Benefits	\$15,565
3. Travel	\$12,750
4. Equipment	\$7,500
5. Supplies	\$6,000
6. Contractual	\$158,000
7. Construction	\$0
8. Other	\$15,500
9. Total Direct Charges	\$275,640
10. Indirect Costs: % Base	\$0
11. Total (Share: Recipient <u>30.07</u> % Federal <u>69.93</u> %.)	\$275,640
12. Total Approved Assistance Amount	\$192,750
13. Program Income	\$0

## Administrative Conditions

### 1. LOBBYING - ALL RECIPIENTS

The recipient agrees to comply with Title 40 CFR Part 34, *New Restrictions on Lobbying*. The recipient shall include the language of this provision in award documents for all subawards exceeding \$100,000, and require that subrecipients submit certification and disclosure forms accordingly.

In accordance with the Byrd Anti-Lobbying Amendment, any recipient who makes a prohibited expenditure under Title 40 CFR Part 34 or fails to file the required certification or lobbying forms shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such expenditure.

### 2. LOBBYING AND LITIGATION - ALL RECIPIENTS

Pursuant to EPA's annual Appropriations Act, the chief executive officer of this recipient agency shall require that no grant funds have been used to engage in lobbying of the Federal Government or in litigation against the United States unless authorized under existing law. As mandated by this Act, the recipient agrees to provide certification to the award official via EPA Form 5700-53, *Lobbying and Litigation Certificate*, within 90 days after the end of project period.

Recipient shall abide by its respective OMB Circular (A-21, A-87, or A-122), which prohibits the use of federal grant funds for litigation against the United States. Any Part 30 recipient shall abide by its respective OMB Circular (A-21 or A-122), which prohibits the use of Federal grant funds to participate in various forms of lobbying or other political activities.

### 3. RECYCLING TERM AND CONDITION

#### **ALL APPLICANTS:**

In accordance with EPA Order 1000.25 and Executive Order 13101, *Greening the Government Through Waste Prevention, Recycling, and Federal Acquisition*, the recipient agrees to use recycled paper for all reports which are prepared as a part of this agreement and delivered to EPA. This requirement does not apply to reports prepared on forms supplied by EPA, or to Standard Forms, which are printed on recycled paper and are available through the General Services Administration. Please note that Section 901 of E.O. 13101, dated September 14, 1998, revoked E.O. 12873, *Federal Acquisition, Recycling, and Waste Prevention* in its entirety.

#### **STATE AGENCIES AND POLITICAL SUBDIVISIONS:**

Any State agency or agency of a political subdivision of a State which is using appropriated Federal funds shall comply with the requirements set forth in Section 6002 of the Resource Conservation and Recovery Act (RCRA) (42 U.S.C. 6962). Regulations issued under RCRA Section 6002 apply to any acquisition of an item where the purchase price exceeds \$10,000 or where the quantity of such items acquired in the course of the preceding fiscal year was \$10,000 or more. RCRA Section 6002 requires that preference be given in procurement programs to the purchase of specific products containing recycled materials identified in guidelines developed by EPA. These guidelines are listed in 40 CFR 247.

#### **STATE AND LOCAL INSTITUTIONS OF HIGHER EDUCATION, HOSPITALS, AND NON-PROFIT ORGANIZATIONS:**

Pursuant to 40 CFR 30.16, State and local institutions of higher education, hospitals, and non-profit organizations that receive direct Federal funds shall give preference in their procurement programs funded with Federal funds to the purchase of recycled products pursuant to EPA's guidelines.

### 4. PAYMENT TO CONSULTANTS

EPA participation in the salary rate (excluding overhead) paid to individual consultants retained by recipients or by a recipient's contractors or subcontractors shall be limited to the maximum daily rate for a Level IV of the Executive Schedule (formerly GS-18), to be adjusted annually. This limit applies to consultation services of designated individuals with specialized skills who are paid at a daily or hourly rate.

As of January 1, 2004, the limit is \$524.72 per day and \$65.59 per hour. This rate does not include transportation and subsistence costs for travel performed (the recipient will pay these in accordance with their normal travel reimbursement practices).

Subagreements with firms for services which are awarded using the procurement requirements in 40 CFR 30 or 31, as applicable, are not affected by this limitation unless the terms of the contract provided the recipient with responsibility for the selection, direction, and control of the individuals who will be providing services under the contract at an hourly or daily rate of compensation. See 40 CFR 31.36(j) or 30.27(b)

**5. HOTEL/MOTEL CONDITION**

The recipient agrees to ensure that all conference, meeting, convention, or training space funded in whole or in part with Federal funds, complies with The Hotel and Motel Fire Safety Act of 1990.

**6. MBE/WBE AND SMALL BUSINESS CONDITION for non-SRF Recipients**

**REQUIREMENTS:**

The recipient agrees to comply with the requirements of EPA's Program for Utilization of Small, Minority, and Women's Business Enterprises in procurement under assistance agreements.

**FAIR SHARE GOALS:**

- (a) The recipient accepts the Minority Business Enterprise/Women's Business Enterprise (MBE/WBE) "fair share" goals and objectives negotiated with EPA as follows:

**NORTH CAROLINA**

SRF Construction: (both programs)	8.0% MBE and 5.0% WBE
Agriculture (only)	
Supplies:	1.5% MBE and 1.5% WBE
Services:	0% MBE and 8.8% WBE
Professional Services: (statewide)	4.0% MBE and 10.0% WBE
Goods & Services: (includes all equipment, supplies & services)	7.0% MBE and 9.0% WBE

- (b) If the recipient does not want to rely on the applicable State's MBE/WBE goals, the recipient agrees to submit proposed MBE/WBE goals based on availability of qualified minority and women-owned businesses to do work in the relevant market for construction, services, supplies and equipment. "Fair share" objectives must be submitted to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 within 30 days of award and approved by EPA no later than 30 days thereafter.

**PURPOSE AND OBJECTIVE:**

The recipient agrees to ensure, to the fullest extent possible, that at least the applicable "fair share" objectives of Federal funds for prime contracts or subcontracts for supplies, construction, equipment or services are made available to organizations owned or controlled by socially and economically disadvantaged individuals, women and Historically Black Colleges and Universities.

**BID DOCUMENTS FOR PRIME AND SUBCONTRACTORS:**

The recipient agrees to include in its bid documents the applicable "fair share" objectives and require all of its prime contractors to include in their bid documents for subcontracts the negotiated "fair share" percentages.

**REQUIRED STEPS AND DOCUMENTATION:**

The recipient agrees to follow the six affirmative steps or positive efforts stated in 40 CFR §30.44(b), 40 CFR §31.36(e), or 40 CFR §35.6580, as appropriate, and retain records

documenting compliance.

**REPORTING:**

The recipient agrees to submit an EPA form 5700-52A "MBE/WBE Utilization Under Federal Grants, Cooperative Agreements and Interagency Agreements," beginning with the Federal fiscal year quarter the recipient receives the award and continuing until the project is completed. These reports must be submitted to the Grants Management Office within 30 days of the end of the Federal fiscal quarter (January 30, April 30, July 30, and October 30). For assistance awards for continuing environmental programs and assistance awards with institutions of higher education, hospitals and other non-profit organizations, the recipient agrees to submit an EPA form 5700-52A to the EPA Grants Management Office, 61 Forsyth Street, Atlanta, GA 30303 by October 30 each year.

**RACE AND GENDER NEUTRAL ACTION:**

If race and /or gender neutral efforts prove inadequate to achieve a "fair share" objective, the recipient agrees to notify EPA in advance of any race and/or gender conscious action it plans to take to more closely achieve the "fair share" objective.

**SMALL AND RURAL BUSINESSES:**

In accordance with Section 129 of Public Law 100-590, the Small Business Administration Reauthorization and Amendment Act of 1988, the recipient agrees to utilize and to encourage any prime contractors under the assistance agreement to utilize small business located in rural areas to the maximum extent possible. The recipient agrees to follow the six affirmative steps stated in 40 CFR 30.44(b), 31.36 or 35.6580 as appropriate, in the award of any contracts under this assistance agreement. Compliance with this requirement will be monitored during management review conducted by EPA.

**7. PERFORMANCE POLICY**

This agreement is performance based and developed consistent with EPA's Policy on Performance Based Grants and Region 4's Policy for Management of Grants and Cooperative Agreements. The workplan constitutes the recipient's and EPA's commitment to accomplish the program goals and objectives. EPA's review and evaluation of performance under this agreement and EPA's response to the findings of oversight will be carried out in accordance with the stated policies.

**8. PRE-AWARD COSTS**

This agreement is a project cooperative/grant agreement subject to the terms and conditions of the approved work program. Costs incurred prior to the date of award are not allowable for reimbursement under this award.

## **Programmatic Conditions**

1. Status reports on the project will be submitted to the EPA Project Officer on a bi-annual basis until the project is complete. These reports will be due every calendar year of the project no later than: November 30 and May 30. Status reports should include information on the status of the project; major results; any problems encountered and actions taken to resolve these problems; anticipated completion of the project; and any major modifications from the original scope of work.
2. The recipient is required to submit copies of all subagreements (subgrants and/or) /contracts entered into via this cooperative agreement to the EPA Project Officer within 30 days of subagreement/contract signature.
3. In the production of any geographic data, the recipient shall comply with the standards of the Federal Geographic Data Committee (information on the standards endorsed by the Federal Geographic Data Committee can be found at the following web site:
4. Federal funds received under the agreement and matching funds may not be used for the purchase or acquisition of land.
5. Under this cooperative agreement which involved environmental sampling and analysis, th recipient must have an EPA approved Quality Assurance, Quality Control (QA/QC) plan in place prior to commencement of work. This work plan must also be approved by EPA's Office of Research and Development. Scopes of work to be prepared as part of this cooperative agreement must be approved by the specific Watersheds Section Program staff, EPA's Office of Research and Development and the appropriate QA/QC plan(s) certified by the EPA Region 4 QA Officer prior to commencement of any data collection.

COPY

To: Shirley Grayer, Grants Specialist  
From: Steve Stone, Assistant County Manager  
Re: Brunswick County / EPA Cooperative Agreement  
Date: 10/28/04

Enclosed please find one signed original of our project agreement with your agency.  
Please contact me if you need any additional information.