NORTH CAROLINA		IN THE GENERAL COURT OF JUSTICE
CURRITUCK COUNTY) u (SUPERIOR COURT DIVISION FILE NO. 23 CVS 147
ENVIROLINK, INC.,	703 DEC 19 P 2: 41	6/
Plaintiff,	CURMITUCK SO. CIS.C	
vs.	BY)	ORDER
CURRITUCK COUNTY	,	
Defendant.)	
)	

This cause having come before the undersigned Clerk of Superior Court on the motion of plaintiff, for an order, pursuant to Rule 6(b) of the North Carolina Rules of Civil Procedure, enlarging the time within which to respond to Defendant Currituck County's First Set of Interrogatories, First Set of Requests for Production of Documents and First Requests for Admissions and it appearing that good cause exists and that the motion should be allowed:

It is therefore ordered that the time for plaintiff to respond to Defendant Currituck County's First Set of Interrogatories, First Set of Requests for Production of Documents and First Requests for Admissions is extended to January 29, 2024.

This the 19th day of December, 2023.

itle: <u>155+</u>

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NORTH CAROLINA

IN THE GENERAL COURT OF JUSTICE

SUPERIOR COURT DIVISION
FILE NO. 23 CVS 147

ENVIROLINK, INC.,

Plaintiff,

CURATTUCK O., C.S.C.

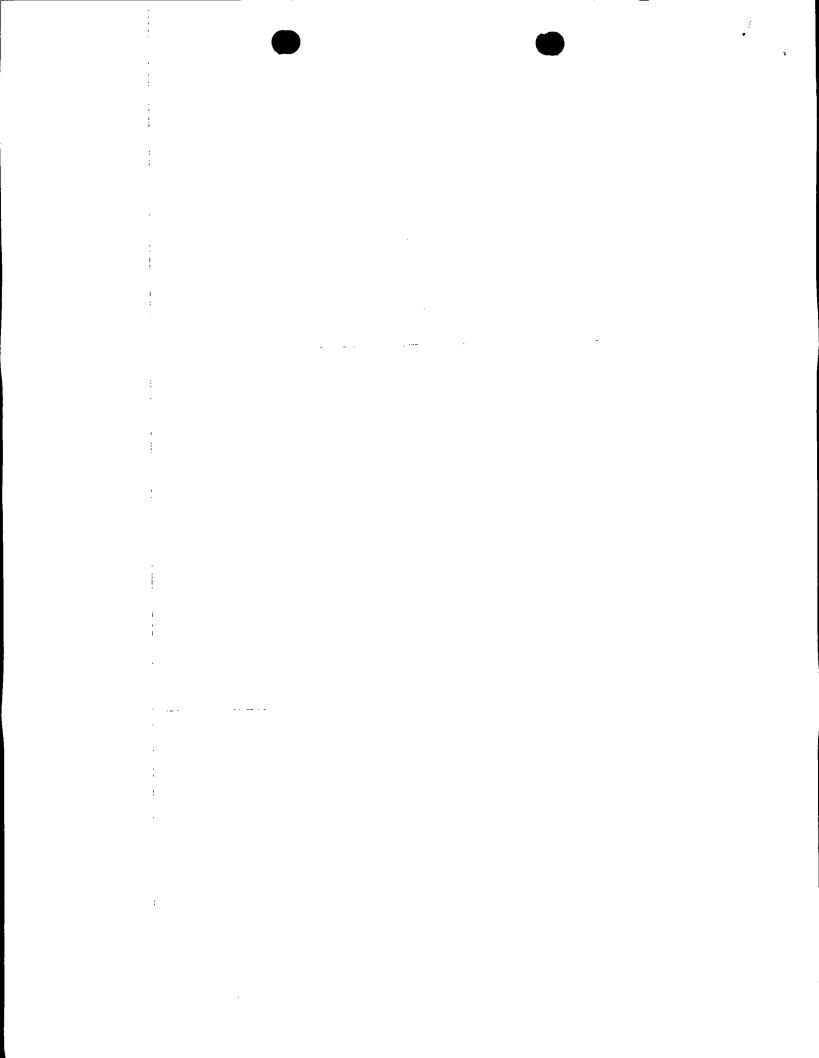
MOTION FOR EXTENSION
VS.

CURRITUCK COUNTY,

Defendant.

NOW COMES plaintiff Envirolink, Inc. ("Plaintiff"), through undersigned counsel, and respectfully moves the Court pursuant to Rule 6(b) of the North Carolina Rules of Civil Procedure for a thirty (30) day extension of time in which to respond to Defendant Currituck County's First Set of Interrogatories, First Set of Requests for Production of Documents and First Set of Requests for Admissions ("discovery requests"). In support of this motion, Plaintiff respectfully shows the Court:

- 1. Plaintiff was served with discovery requests via U.S. Mail on November 20, 2023;
- 2. The current deadline for plaintiff to respond to Defendant's discovery requests is December 28, 2023;
 - 3. The deadline for answering or otherwise responding has not yet expired;
- 4. Plaintiff in good faith needs additional time to prepare responses to discovery requests; and;
- 5. Plaintiff respectfully requests that the time within which it may respond to Defendant Currituck County's First Set of Interrogatories, First Set of Requests for Production of



Documents and First Set of Requests for Admissions be extended up through and including January 29, 2024.

This the day of December, 2023.

EVERETT GASKINS HANCOCK LLP

James M. Hash

N.C. Bar No. 38221

220 Fayetteville Street, Suite 300

P.O. Box 911

Raleigh, NC 27602

james@eghlaw.com

Telephone: (919) 755-0025 Facsimile: (919) 755-0009

Attorneys for Plaintiff Envirolink, Inc.



CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true copy of the foregoing Motion for Extension of Time was served on the following by depositing a true copy thereof with the United States Postal Service, first-class postage prepaid, addressed to:

Megan Morgan Currituck County Attorney 153 Courthouse Road, Suite 210 Currituck, NC 27929

This the 6 day of December, 2023.

ames M. Hash





FILED

Mindy T. Lee

2023 DEC 19 P 2: umindy@eghlaw.com

December 602023 TUCK CO. C.S.C.

Clerk, Superior Court Currituck County Courthouse 2801 Caratoke Hwy Currituck, NC 27929

RE: Envirolink, Inc. v. Currituck County

Case No.: 23 CVS 147

Dear Clerk of Court:

Enclosed please find one original and one copy of a Motion for Extension of Time and draft Order in the above-referenced matter. Please file the originals and return filed-stamped copies in the envelope I have provided. Thank you.

Thank you,

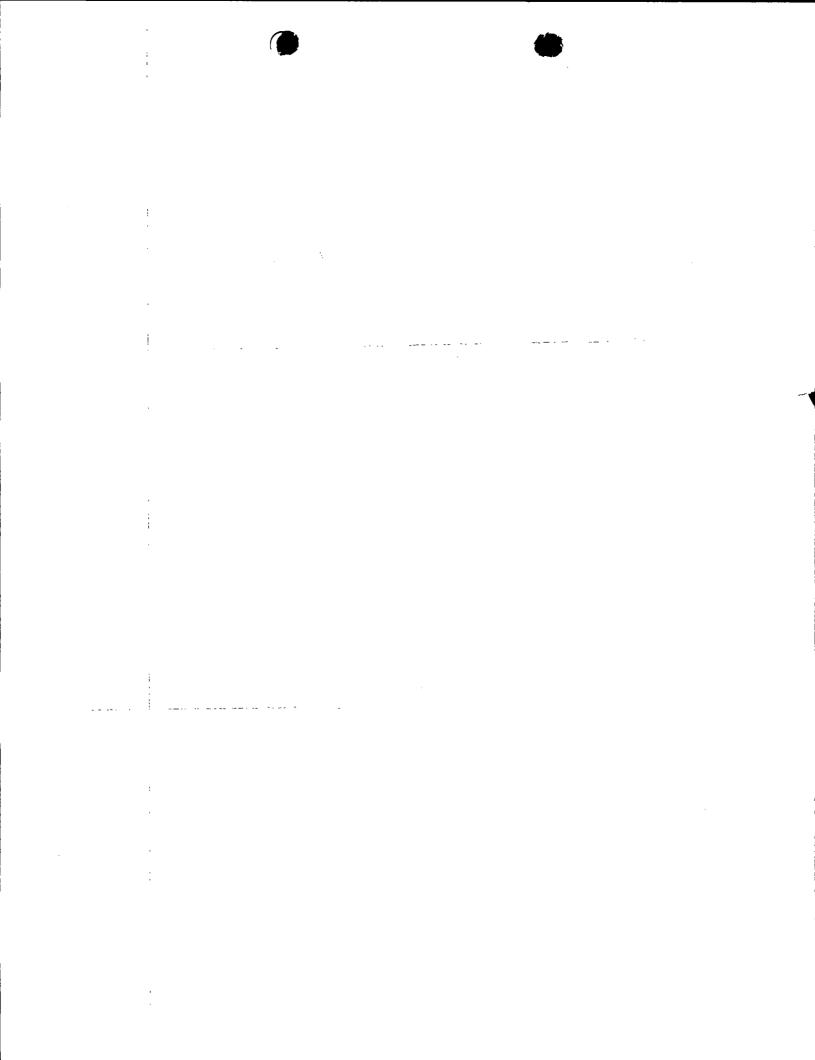
EVERETT GASKINS HANCOCK, LLP

Mindy T. Lee

Paralegal to James M. Hash

/mtl Encl.

cc: Megan Morgan, Esq.



IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
2823 SEP -5 P 2: 33 FILE NO. 23 CVS 147
CURRITUCK Cg., C.S.C.
BY CAH
REPLY TO COUNTERCLAIM
))

NOW COMES plaintiff Envirolink, Inc. ("Plaintiff" or "Envirolink"), through counsel, and responds to the Counterclaim of defendant Currituck County (the "County") as follows:

FIRST DEFENSE (Failure to State a Claim)

The Counterclaim fails to state a claim against Envirolink for which relief may be granted and is subject to dismissal pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure.

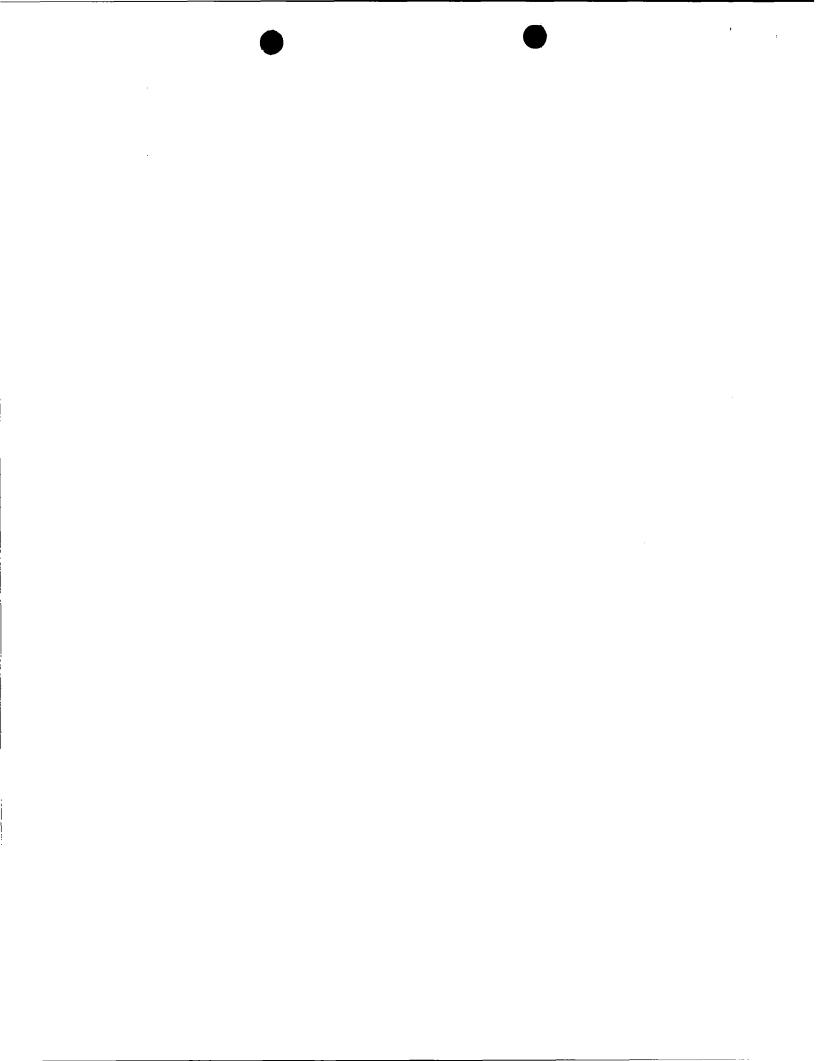
REPLY AND SECOND DEFENSE

Envirolink responds to the allegations of the Counterclaim as set forth below. To the extent that any allegations of the Counterclaim, including subparts or section headings, to which a response may be required are not expressly admitted herein, they are denied.

Background

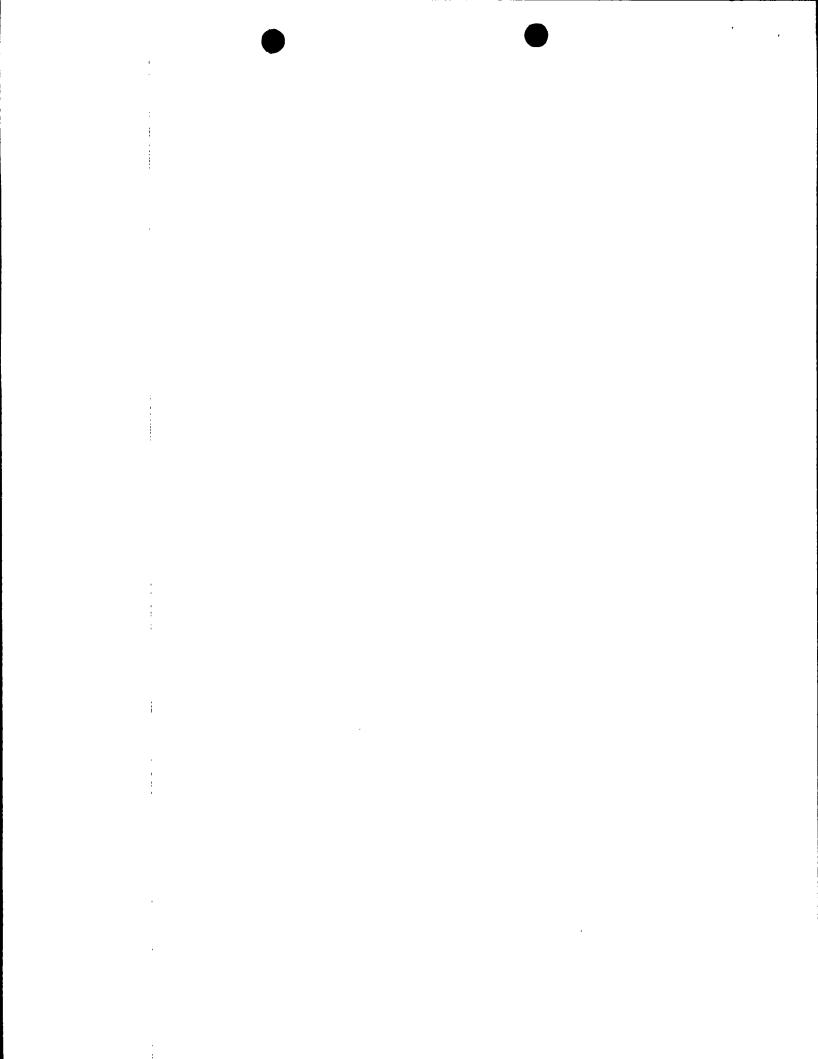
- 32. Admitted, upon information and belief.
- 33. Admitted.
- 34. It is admitted that Envirolink's business includes utilities management. Except as expressly admitted, the allegations of Paragraph 34 are denied.

- 35. It is admitted, upon information and belief, that the County owns the Existing Plant and that the Existing Plant is, or was, permitted as a Grade III Biological Water Pollution Control System. The remaining allegations of this paragraph state legal conclusions to which no response is required. To the extent that a further response may be required, except as expressly admitted, the allegations of Paragraph 35 are denied.
- 36. It is admitted that Exhibit A appears to be a copy of the ICA entered into by the parties in December 2018. To the extent that any of the allegations of Paragraph 36 may be inconsistent with the terms of the ICA, they are denied. To the extent that a further response may be required, the allegations of Paragraph 36 are denied.
- 37. It is admitted that Paragraph 37 appears to quote and/or paraphrase from Exhibit B attached to the ICA. To the extent that any of the allegations of Paragraph 37 may be inconsistent with the terms of Exhibit B attached to the ICA, they are denied. To the extent that a further response may be required, the allegations of Paragraph 37 are denied.
- 38. The allegations of Paragraph 38 state legal conclusions to which no response is required. To the extent that a response may be required, the allegations of Paragraph 38 are denied.
- 39. It is admitted that Exhibit B appears to be a copy of an amendment to the ICA entered into by the parties on about August 27, 2019. To the extent that any of the allegations of Paragraph 39 may be inconsistent with the terms of the amendment, they are denied. To the extent that a further response may be required, the allegations of Paragraph 39 are denied.
- 40. It is admitted that Paragraph 40 appears to quote and/or paraphrase from the ICA Amendment. To the extent that any of the allegations of Paragraph 40 may be inconsistent with

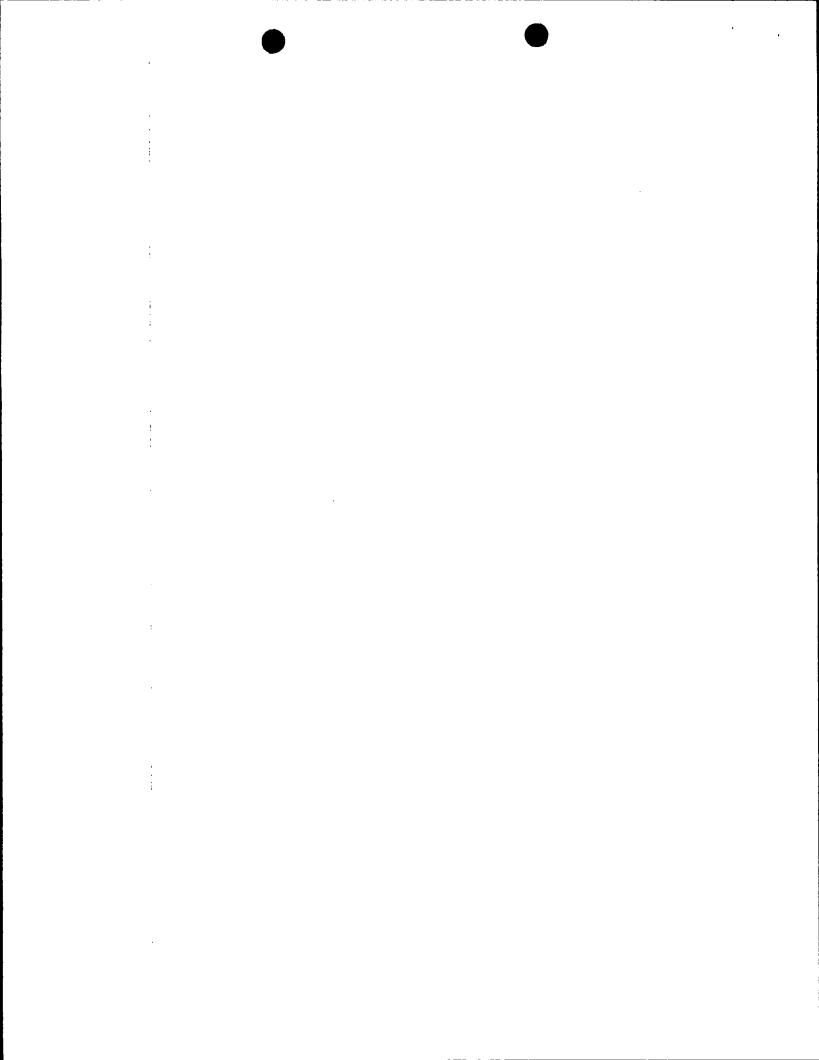


the ICA Amendment, they are denied. To the extent that a further response may be required, the allegations of Paragraph 40 are denied.

- 41. It is admitted that Exhibit C appears to be a copy of the Lease entered into by the Parties on or about August 29, 2019. To the extent that any of the allegations of Paragraph 41 may be inconsistent with the Lease, they are denied. To the extent that a further response may be required, the allegations of Paragraph 41 are denied.
- 42. It is admitted that the allegations of Paragraph 42 quote and/or paraphrase portions of the Lease. To the extent that any of the allegations of Paragraph 42 may be inconsistent with the Lease, they are denied. To the extent that a further response may be required, the allegations of Paragraph 42 are denied.
- 43. It is admitted that the County's Existing Plant was non-compliant with the State's effluent limits well before Envirolink took over operations and that Envirolink was unable to rectify the deficiencies it inherited from the County's prior operations, primarily due to power and structural deficiencies, and influent characteristics of the wastewater, which remained the County's responsibility even after Envirolink began its work. Except as expressly admitted, the remaining allegations of Paragraph 43 are denied.
 - 44. Denied.
- 45. It is admitted that Michael Myers ("Mr. Myers") met with the County Manager in August 2021. Mr. Myers does not recall whether the County Attorney attended, but Envirolink was not represented by counsel in that meeting. At that meeting, the parties discussed the effluent levels at the Existing Plant, as well as Envirolink's objections to the County's withholding of payment for the work it had performed and was continuing to perform. Except as expressly admitted, the allegations of Paragraph 45 are denied.



- 46. It is admitted that Envirolink operated one Mobile Plant. It is expressly denied that Envirolink was required to operate two Mobile Plants. Except as expressly admitted, the allegations of Paragraph 46 are denied.
- 47. It is admitted that overflows did occur during Envirolink's tenure that were caused by frequent power interruptions that were reported to and the responsibility of the County which the County failed to correct. Except as expressly admitted, the allegations of Paragraph 47 are denied.
- 48. It is admitted that counsel sent Plaintiff a document styled as a Notice of Default on or about September 22, 2022, and that Exhibit E appears to be a copy of that document. To the extent that any of the allegations of Paragraph 48 may be inconsistent with the terms of the document, they are denied. To the extent that a further response may be required, the allegations of Paragraph 48 are denied.
- 49. It is admitted that a meeting between Envirolink representatives, including Mr. Myers, and representatives from the County took place on or about September 22, 2022. It is admitted that Envirolink agreed to undertake additional measures in an effort to overcome the issues with the facility, which included, but were not limited to, the electrical deficiencies as previously described and irregular pH levels. County representatives also asserted in that meeting that Envirolink was required to provide two Mobile Plants notwithstanding the plain language of the parties' agreements and that at the time the Lease was prepared two quotes were presented to the County for leasing of one or two Mobile Plants and the County Engineer had expressly recommended that the County only needed to lease one plant. Except as expressly admitted, the allegations of Paragraph 49 are denied.



- 50. It is admitted that Exhibit F is a copy of a document bearing the date September 26, 2022, that, upon information and belief was sent by the County's counsel to Mr. Myers. Except as expressly admitted, the allegations of Paragraph 50 are denied.
- 51. It is admitted that Exhibit G is a copy of a document bearing the date November 2, 2022, sent by or on behalf of the County's counsel to undersigned counsel, and that the allegations of Paragraph 51 purport to paraphrase Exhibit G. Except as expressly admitted, the allegations of Paragraph 51 are denied.
- 52. It is admitted that Exhibit H appears to be a document styled as a Declaration of Default; however, undersigned counsel has no record of having received this document in or around December 2022. Except as expressly admitted, the allegations of Paragraph 52 are denied.
 - 53. Admitted, upon information and belief.
- 54. It is admitted that the County sent such a notice, although it is denied that it had the authority or grounds to do so. Except as expressly admitted, the allegations of Paragraph 54 are denied.
- 55. It is admitted that Envirolink ceased operations and left the Facility at the County's demand, while reserving all its rights, and then only after confirming with the County that the County had made arrangements to assume operations so as to prevent a gap in service. It is expressly denied that Envirolink left the Facility in worse condition than when it began operations. Except as expressly admitted, the allegations of Paragraph 55 are denied.
- 56. It is admitted, upon information and belief, that the County received notices of violations and fines from the North Carolina Department of Environmental Quality. It is admitted that some of the violations listed in Exhibit I are from the time period that Envirolink



operated the Existing Plant and Mobile Plant. Except as expressly admitted, the allegations of Paragraph 56 are denied.

FIRST CAUSE OF ACTION Breach of Contract

- 57. Envirolink incorporates by reference each of the allegations of its Complaint and its responses to the preceding paragraphs of the Counterclaim.
 - 58. Admitted.
 - 59. Denied.
 - 60. Denied.
- 61. Envirolink is informed and believes that any conditions existing in any of the equipment listed in Paragraph 61 that reasonably required repairs was not due to any fault of Envirolink. It is denied that any such repair or maintenance is Envirolink's responsibility. Except as expressly admitted, the allegations of Paragraph 61 are denied.
 - 62. Denied.

SECOND CAUSE OF ACTION Unfair and Deceptive Trade Practices

- 63. Envirolink incorporates by reference each of the allegations of its Complaint and its responses to the preceding paragraphs of the Counterclaim.
 - 64. Denied.
- 65. It is admitted that Envirolink continued operations until the County unlawfully terminated the parties agreements and that Envirolink expected to be paid for its work. Except as expressly admitted, the allegations of Paragraph 65 are denied.
- 66. Without waiving any objection to the admissibility of the content of a discussion between counsel that could be termed a settlement conference under N.C. R. Evid. 408 or



otherwise, it is admitted the undersigned counsel used the term "political" in explaining to the County Attorney Envirolink's reasons for continuing to work, in that walking off the premises for non-payment and leaving the County in a bind would damage relationships when in fact Envirolink wished to continue to do business with the County both in the short and long term. Except as expressly admitted, the allegations of Paragraph 66 are denied.

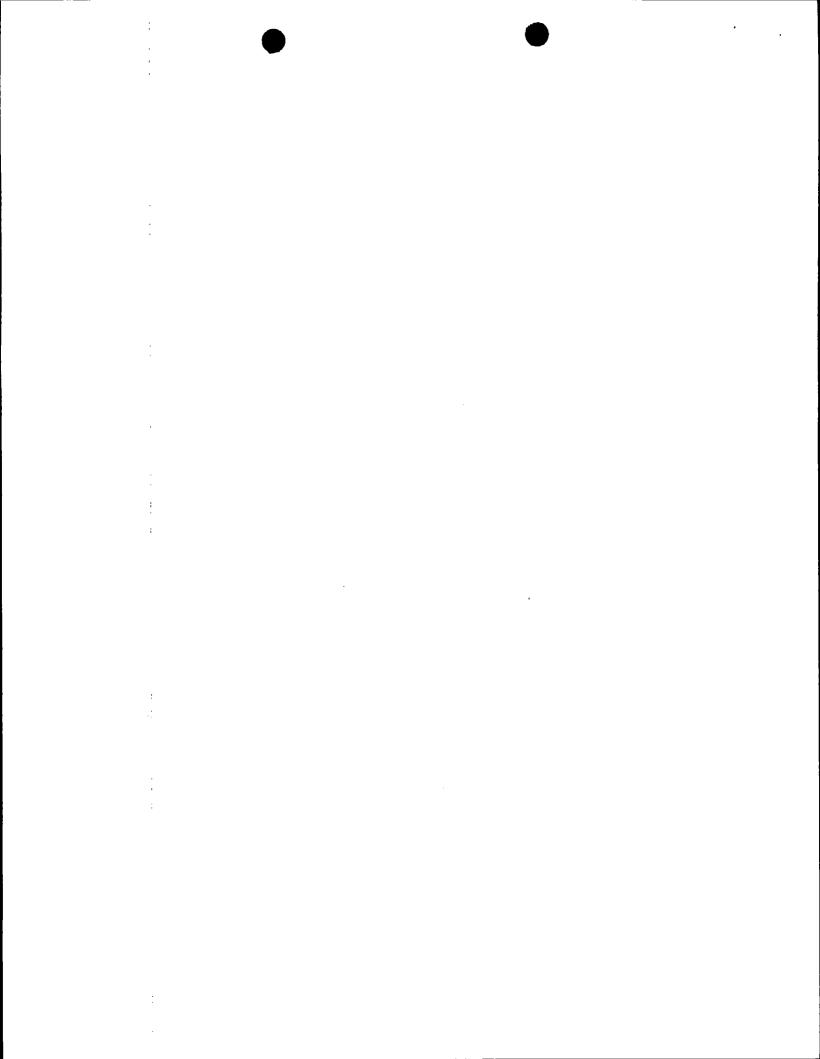
- 67. The allegations of Paragraph 67 state legal conclusions to which no response is required. To the extent that a response may be required, the allegations of Paragraph 67 are denied.
 - 68. Denied.

THIRD CAUSE OF ACTION Conversion

- 69. Envirolink incorporates by reference each of the allegations of its Complaint and its responses to the preceding paragraphs of the Counterclaim.
 - 70. Denied.
 - 71. Denied.

THIRD DEFENSE (County's Breaches)

The County's counterclaims are barred by its own material breaches of the agreements upon which it purports to sue. In addition to the breaches alleged in Envirolink's Complaint, which are incorporated herein by reference, following the filing of the Complaint, in apparent retaliation against Envirolink for having sought payment for the services it rendered, the County committed an additional breach by wrongfully purporting to terminate all of the agreements between it and Envirolink, which proximately caused Envirolink additional damages beyond those alleged in the Complaint, including but not limited to its lost profits for the terms of the



respective agreements. Further, since the wrongful termination, the County has failed to pay for the cost of reconditioning the Mobile Unit as required by the Lease. Envirolink is further informed and believes that the County has solicited one or more of Envirolink's personnel, which constitutes an additional breach.

FOURTH DEFENSE (Impossibility of Performance/Frustration of Purpose)

To the extent that Envirolink may be found not to have substantially performed its contractual obligations in any respect, which is expressly denied, the County's counterclaims against Envirolink are barred by the doctrines of impossibility and/or frustration of purpose. To the extent that Envirolink may not have performed its obligations, such non-performance was due to the conditions that the County either created or for which the County was responsible and failed to correct, including but not limited to influent characteristics inconsistent with the design parameters represented to Envirolink, delays in ordering parts and supplies, and faulty power supply to the facilities, that created barriers for Envirolink which the County then unfairly used as a rationalization to refuse to pay Envirolink for its work.

FIFTH DEFENSE (Breach of Covenant of Good Faith and Fair Dealing)

The County's claims for relief should be barred in whole or in part owing to the County's breaches of the covenant of good faith and fair dealing, as its actions and failures to act prevented Envirolink from receiving the benefits of its bargain.

SIXTH DEFENSE (Doctrines of Waiver, Estoppel, and Unclean Hands)

The County's claims for relief should be barred in whole or in part by the doctrines of waiver, estoppel, and unclean hands.



SEVENTH DEFENSE (Unjust Enrichment)

The County's claims for relief should be barred in whole or in part, or at least offset, because the County would be unjustly enriched to have received over two years of service at no cost.

EIGHTH DEFENSE

(Failure to Provide Requisite Notices/Failure of Conditions)

The County's claims for relief should be barred in whole or in part owing to the County's failures to provide all required notices and to satisfy all other conditions.

NINTH DEFENSE (Failure to Mitigate)

The County's claims for relief should be barred in whole or in part owing to its failures to mitigate its alleged damages.

TENTH DEFENSE (Recoupment and Setoff)

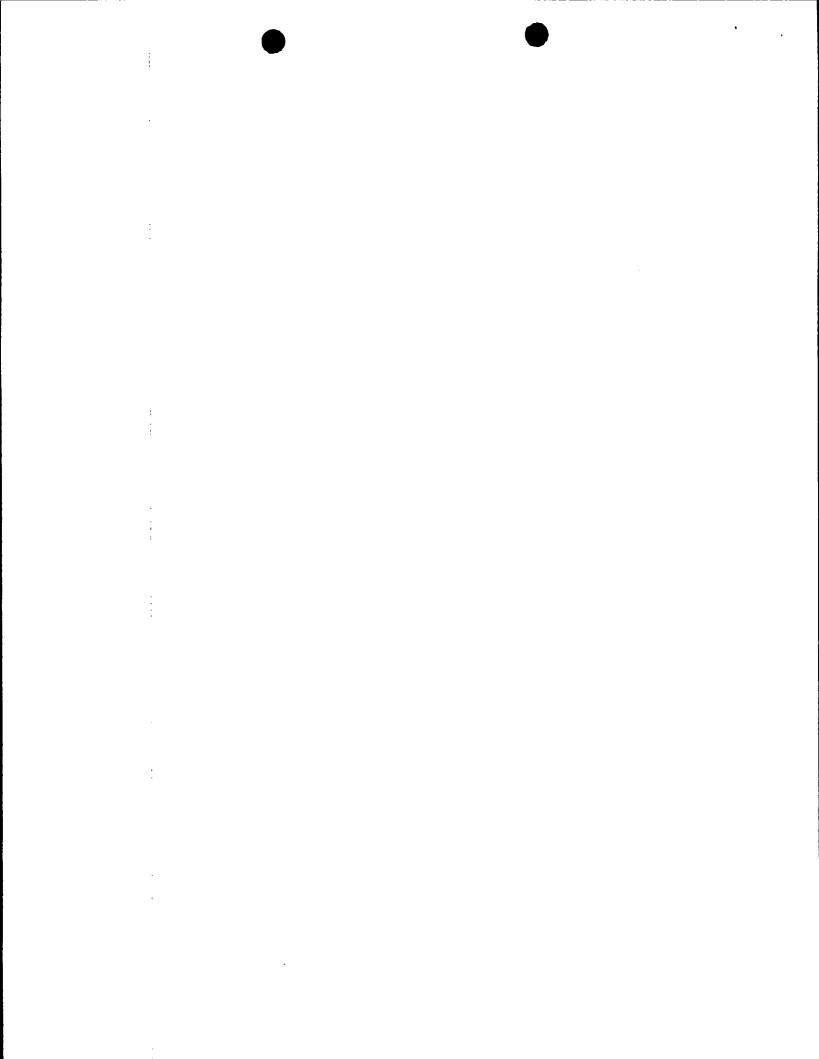
To the extent that Envirolink may be found liable to the County in any amount, which is expressly denied, Envirolink asserts all rights in recoupment and setoff as to the amounts as shall be proven to be owed to it as a result of the County's breaches and actionable misconduct described both in its Complaint and in its defenses as asserted herein.

ELEVENTH DEFENSE (Economic Loss Rule)

The County's non-contractual claims are barred by operation of the economic loss rule.

TWELTH DEFENSE (No Damage)

The County's claims are barred because it has suffered no damages as result of the breaches it alleges Envirolink to have committed. Even if the County's allegations in its



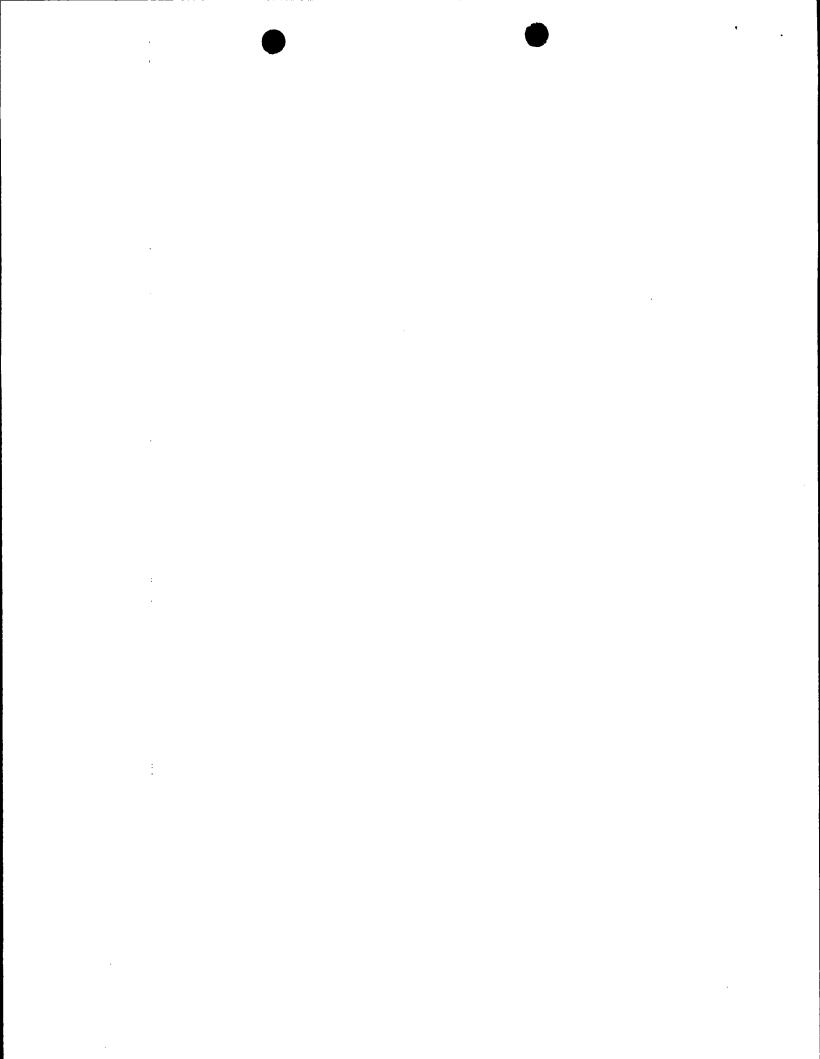
Counterclaim were correct, which is expressly denied, the County has nevertheless enjoyed a financial benefit by reaping the benefit of Envirolink's services without paying for them.

THIRTEENTH DEFENSE (Reservation of Defenses)

Envirolink reserves the right to assert any further claims or defenses that may become known to it during the course of this litigation.

WHEREFORE, Envirolink respectfully prays that the Court:

- 1. Dismiss the County's Counterclaim pursuant to N.C. R. Civ. P. 12(b)(6) for failure to state a claim upon which relief can be granted;
- 2. Enter an order and judgment in favor of Envirolink on its claims as stated in its Complaint and as stated herein, and further adjudging that the County have and recover nothing of Envirolink on its Counterclaim;
- 3. Pursuant to N.C. R. Civ. P. 8(c), treat any of Envirolink's affirmative defenses to the Counterclaim as affirmative claims to the extent that they should be so designated;
- 4. Award Envirolink its costs and expenses in connection with this matter, including attorney fees, as provided under applicable law, including its attorney fees pursuant to N.C. Gen. Stat. § 75.16.1(2) by virtue of the County having alleged a facially unsustainable Chapter 75 claim;
 - 5. Afford Envirolink a trial by jury on all claims so triable; and
- 6. Grant Envirolink other and further legal and equitable relief as the Court may deem just and proper.



This the $\frac{304k}{}$ day of August, 2023.

EVERETT GASKINS HANCOCK LLP

James M. Hash

N.C. Bar No. 38221

220 Fayetteville Street, Suite 300

P.O. Box 911

Raleigh, NC 27602

james@eghlaw.com

Telephone: (919) 755-0025 Facsimile: (919) 755-0009

Attorneys for Plaintiff Envirolink, Inc.



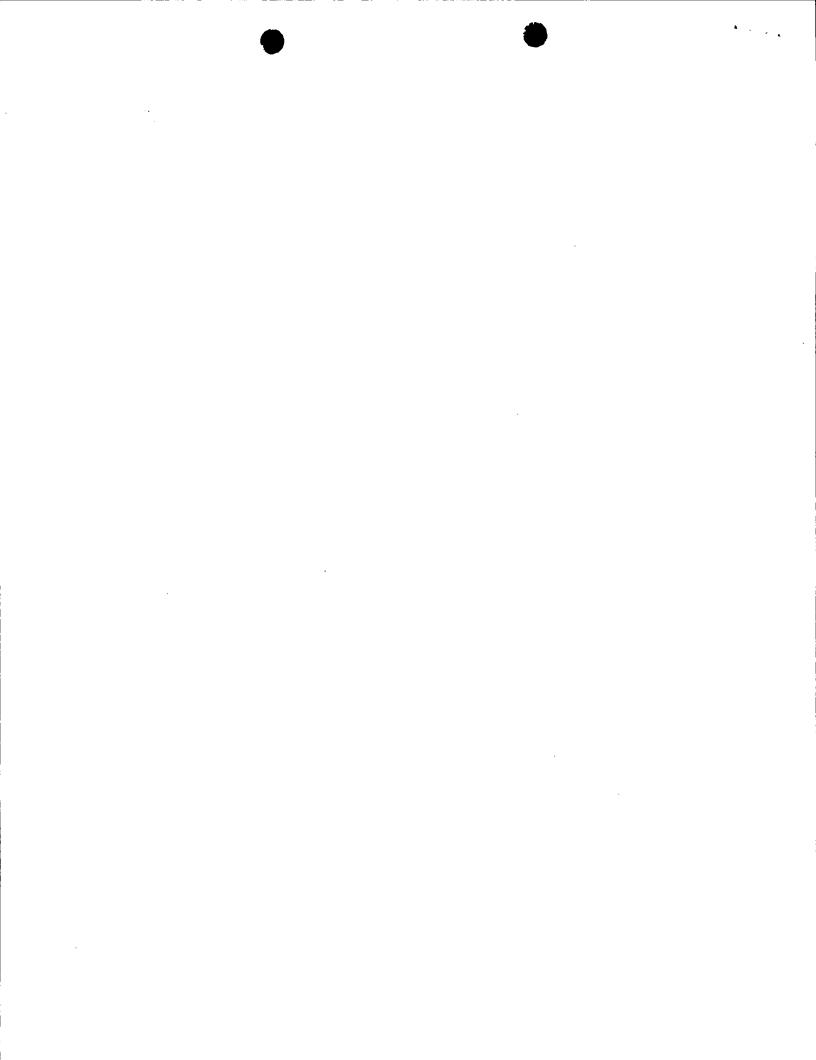
CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true copy of the foregoing *Reply to Counterclaims* was served on the following via email and by depositing a true copy thereof with the United States Postal Service, first-class postage prepaid, addressed to:

Megan Morgan
Currituck County Attorney
153 Courthouse Road, Suite 210
Currituck, NC 27929
megan.morgan@currituckcountync.gov

This the 30th day of August, 2023.

James M. Hash





7177 SEP -5 P 2: 33

Mindy T. Lee mindy@eghlaw.com

CURNITUCK CO., C.S.C.

August 30, 2

Clerk, Superior Court Currituck County Courthouse 2801 Caratoke Hwy Currituck, NC 27929

RE: Envirolink, Inc. v. Currituck County

Case No.: 23 CVS 147

Dear Clerk of Court:

Enclosed please find one original and one copy of a *Reply to Counterclaim* in the above-referenced matter. Please file the original and return a filed-stamped copy in the envelope I have provided. Thank you.

Thank you,

EVERETT GASKINS HANCOCK, LLP

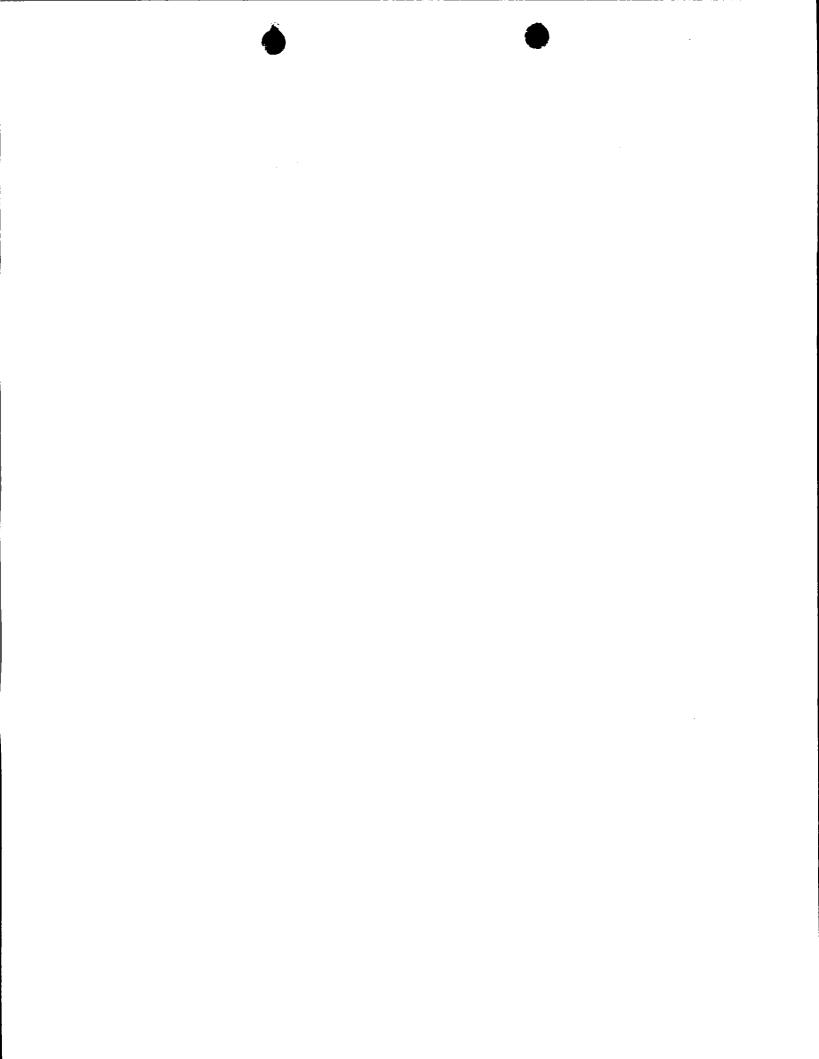
Mindy T. Lee

Paralegal to James M. Hash

/mtl Encl.

cc: Megan Morgan, Esq.

Telephone: 919-755-0025 · Facsimile: 919-755-0009 · Website: www.eghlaw.com



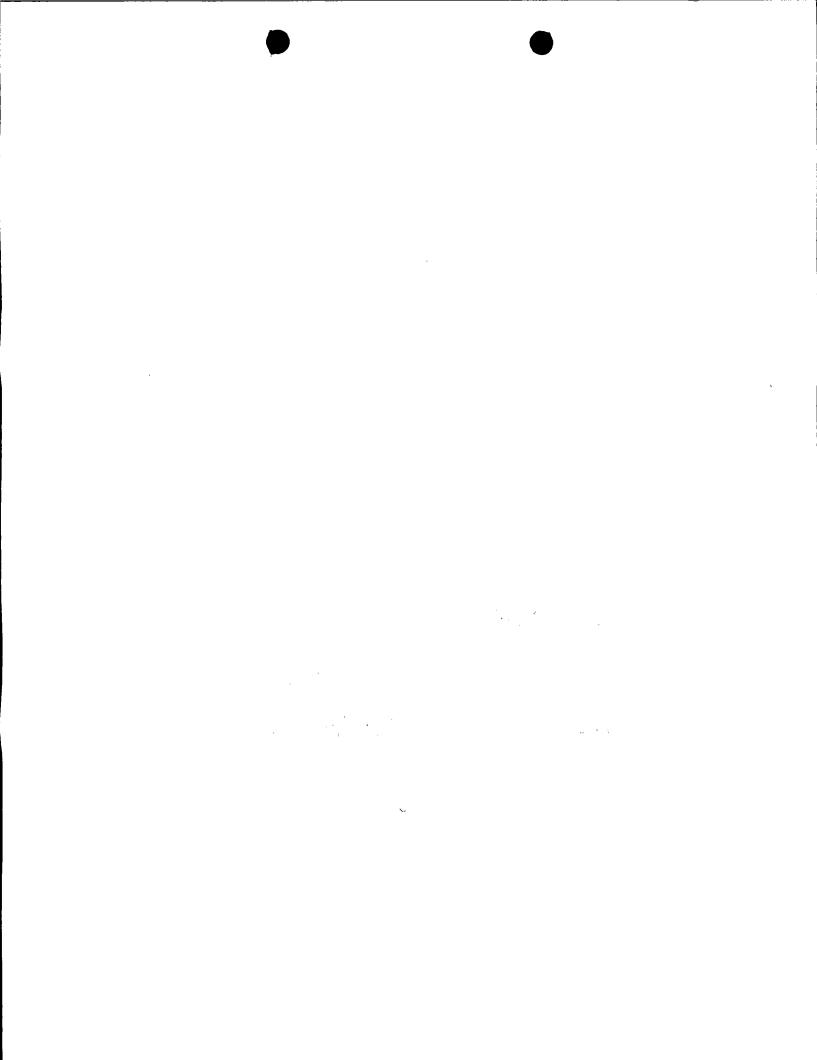
NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE
CURRITUCK COUNTY	SUPERIOR COURT DIVISION FILE NO. 23 CVS 147
ENVIROLINK, INC., 1013 AUS -2 P 2:)5	53
Plaintiff, CURRITUCK CO., C.S.	C.
vs. BY (M)	ORDER
CURRITUCK COUNTY,	
Defendant.	
)	

This cause having come before the undersigned Clerk of Superior Court on the motion of plaintiff Envirolink, Inc. for an order, pursuant to Rule 6(b) of the North Carolina Rules of Civil Procedure, enlarging the time within which to respond to Defendant's Counterclaims, and it appearing that good cause exists and that the motion should be allowed;

It is therefore ordered that the time for plaintiff Envirolink, Inc. to respond to Defendant's Counterclaims is extended to August 30, 2023.

Jodi Jufil Asst CSC

Title: Assistant CSC



NORTH CAROLINA

CURRITUCK COUNTY

ENVIROLINK, INC.,

Plaintiff,

vs.

CURRITUCK COUNTY,

Defendant.

Defendant.

IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION

FILE NO. 23 CVS 147

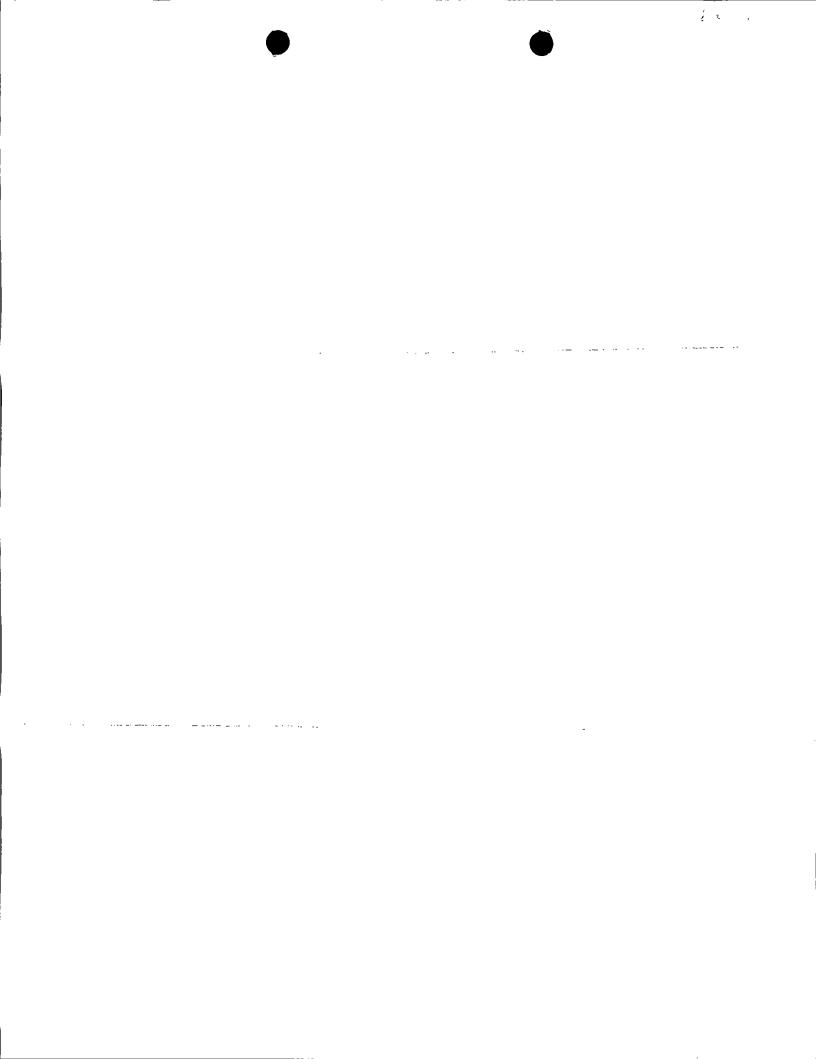
MOTION FOR

EXTENSION OF TIME

٠,

NOW COMES Plaintiff Envirolink, Inc. ("Plaintiff"), through undersigned counsel, and respectfully moves the Court pursuant to Rule 6(b) of the North Carolina Rules of Civil Procedure for a thirty (30) day extension of time in which to reply or otherwise respond to Defendant's Counterclaims. In support of this motion, Plaintiff respectfully shows the Court:

- 1. Plaintiff was served with Defendant's Counterclaims on June 27, 2023 by U.S. Mail;
- 2. Presently Plaintiff's answer or other response to the Counterclaims must be served on or before July 31, 2023.
 - 3. The deadline for replying or otherwise responding has not yet expired;
- 4. Plaintiff in good faith needs additional time to prepare a reply or to otherwise respond to Defendant's Counterclaims; and
- 5. Without waiving any potential defenses under Rule 12 or otherwise, Plaintiff respectfully requests that the time within which it may reply or otherwise respond to Defendant's Counterclaims be extended up through and including August 30, 2023.



This the 27th day of July, 2023.

EVERETT GASKINS HANCOCK LLP

James M. Hash

N.C. Bar No. 38221

220 Fayetteville Street, Suite 300

P.O. Box 911

Raleigh, NC 27602

james@eghlaw.com

Telephone: (919) 755-0025 Facsimile: (919) 755-0009

Attorneys for Plaintiff Envirolink, Inc.

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CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true copy of the foregoing Motion for Extension of Time was served on the following by depositing a true copy thereof with the United States Postal Service, first-class postage prepaid, addressed to:

1. Jush & J. M. Too

Megan Morgan Currituck County Attorney 153 Courthouse Road, Suite 210 Currituck, NC 27929

This the 27th day of July, 2023.

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FILED

2023 AUG -2 P 2: 52 Mindy T. Lee mindy@eghlaw.com

July 26, 2023 RHTUCK CO., C.S.C,

Clerk, Superior Court Currituck County Courthouse 2801 Caratoke Hwy Currituck, NC 27929

RE: Envirolink, Inc. v. Currituck County

Case No.: 23 CVS 147

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Enclosed please find one original and one copy of a Motion for Extension of Time and draft Order in the above-referenced matter. Please file the originals and return filed-stamped copies in the envelope I have provided. Thank you.

Thank you,

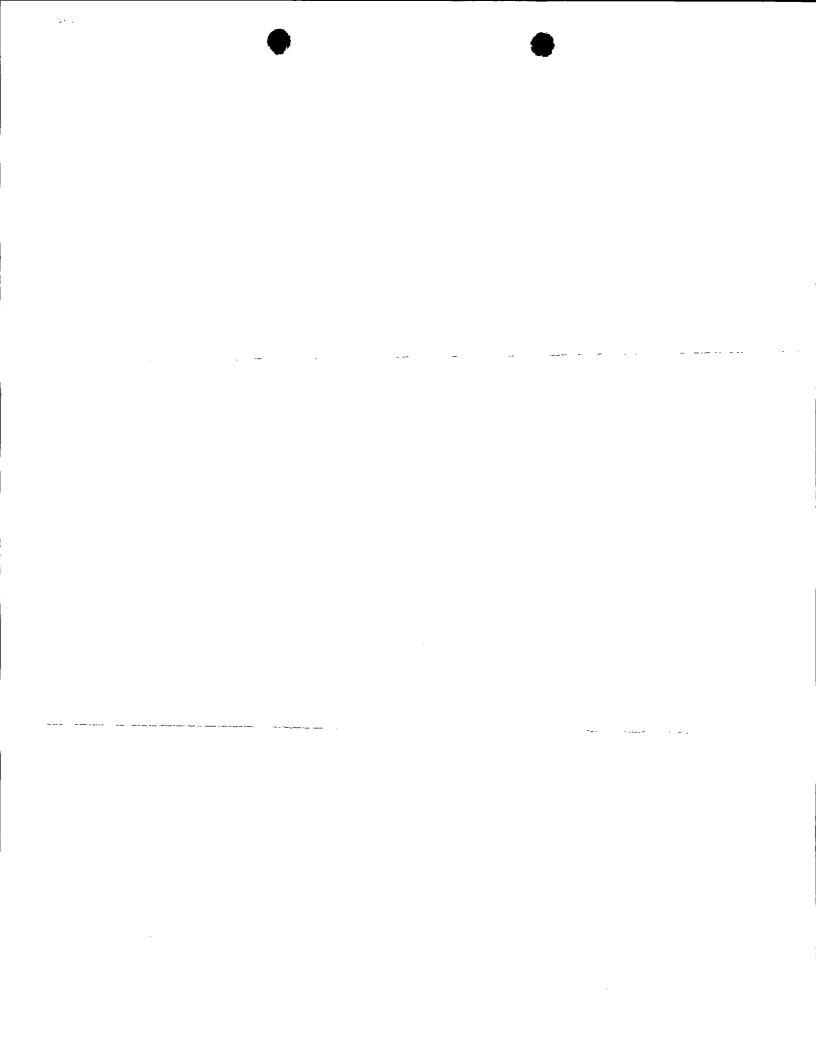
EVERETT GASKINS HANCOCK, LLP

Mindy T. Lee

Paralegal to James M. Hash

/mtl Encl.

cc: Megan Morgan, Esq.



NORTH CAROLINA EILED	IN THE GENERAL COURT OF JUSTICE
CURRITUCK COUNTY	SUPERIOR COURT DIVISION
ENVIROLINK, INGAR JUN 27 P 3: 22	23-CVS-147
Plaintiff, CURRITUCK CO., C.S.C.)	VERIFIED ANSWER, AFFIRMATIVE DEFENSES, and
Vs. BY	COUNTERCLAIMS
CURRITUCK COUNTY)	
Defendant.	
))	

NOW COMES Defendant Currituck County ("County"), by and through counsel, answering the Complaint of Plaintiff, Envirolink, Inc. ("Plaintiff"), and alleges and says:

PARTIES, JURISDICTION AND VENUE

- 1. The allegations contained in Paragraph 1 are admitted upon information and belief.
- 2. The allegations contained in Paragraph 2 are admitted.
- 3. It is admitted Plaintiff filed an Application and Order Extending Time to File a Complaint on March 31, 2023 and thereafter served the same along with a Civil Summons to be served with Order Extending Time to File a Complaint.
 - 4. The allegations contained in Paragraph 4 are admitted.
 - 5. The allegations contained in Paragraph 5 are admitted.

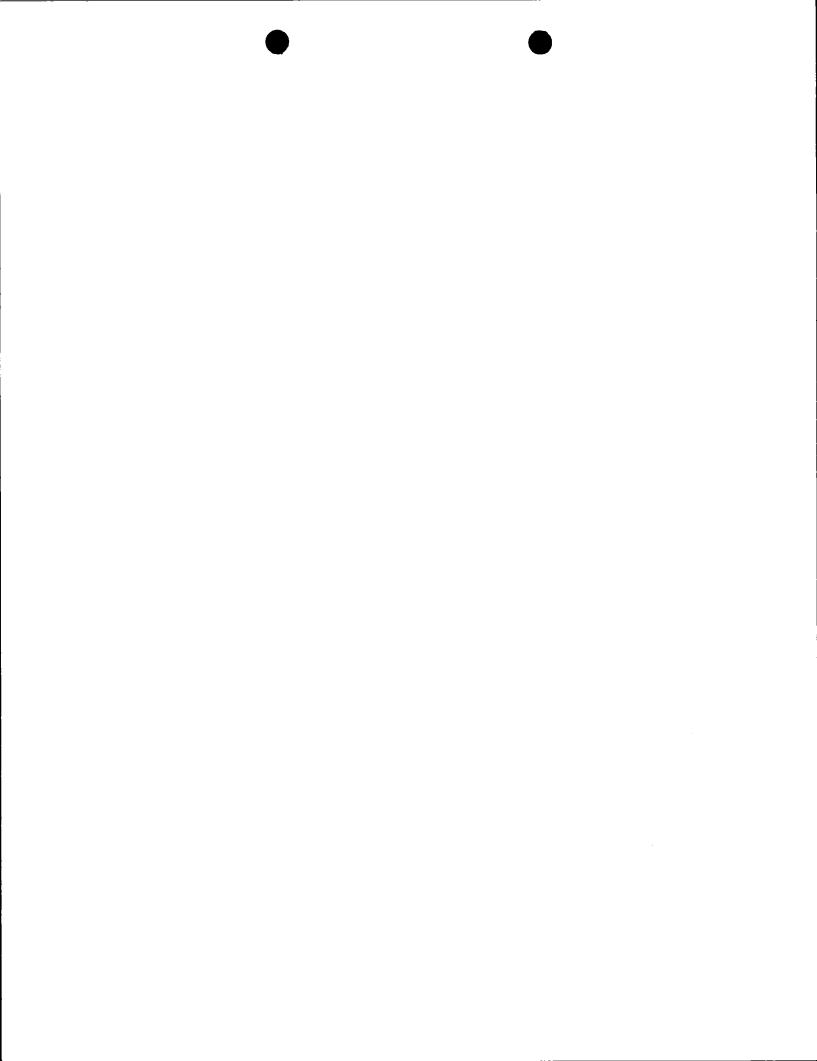
FACTUAL BACKGROUND

- 6. It is admitted Plaintiff is a utility management company. All other allegations in Paragraph 6 are denied.
 - 7. It is admitted County owned wastewater treatment facility in Moyock, North Carolina



prior to entering into an agreement with Plaintiff for the operation and maintenance of the wastewater treatment plant. The remaining allegations contained in Paragraph 7 constitute legal conclusions to which no response is required. To the extent a response is deemed necessary the allegations in Paragraph 7 not specifically admitted are denied.

- 8. It is admitted County and Plaintiff entered into an (a) Independent Contractor Agreement dated December 31, 2018 with an amendment dated August 27, 2019 (collectively "ICA") and (b) Equipment Lease dated August 29, 2019 ("Lease"), requiring Plaintiff to operate, manage and maintain the Moyock Regional Wastewater Treatment Plant ("Facility"), consisting of the existing wastewater treatment plant ("Existing Plant") and Two Mobile MBR wastewater Plants ("Mobile Plants"). All other allegations contained in Paragraph 8 are denied.
- 9. The allegations contained in Paragraphs 9(a) and 9(b) are admitted. The remaining allegations contained in Paragraph 9 constitute legal conclusions to which no response is required. To the extent a response is deemed necessary the remaining allegations contained in Paragraphs 9(a), 9(b), and 9 are denied.
- 10. It is admitted the ICA and Lease provided for Plaintiff's operation, management and maintenance of the Facility.
 - 11. The allegations contained in Paragraph 11 are denied.
- 12. It is admitted a dispute arose between the County and Plaintiff due to Plaintiff's failure to perform contractual obligations. All other allegations contained in Paragraph 12 are denied.
- 13. It is admitted that the County has not made any payment to Plaintiff since March of 2021. All other allegations contained in Paragraph 13 are denied.
 - 14. It is admitted the County has not made a payment to Plaintiff since March 2021. All



other allegations contained in Paragraph 14 are denied for lack of sufficient information to form a belief.

- 15. The allegations contained in Paragraph 15 are denied.
- 16. The allegations contained in Paragraph 16 are denied.
- 17. The allegations contained in Paragraph 17 are denied.
- 18. It is admitted Plaintiff continued to lease a mobile wastewater treatment plant despite not receiving any form of payment from the County. All other allegations contained in Paragraph 18 are denied.
- 19. It is admitted Plaintiff located its inoperable equipment on County's property while not receiving payment from the County. All other allegations contained in Paragraph 19 are denied.
- 20. It is admitted the County has not made any payment to Plaintiff since March 2021. The remaining allegations contained in Paragraph 20 are denied.
- 21. It is admitted the agreements between the parties require Plaintiff to be responsible for any fines assessed by the State to the County in connection with Plaintiff's operation of the Facility. All other allegations contained in Paragraph 21 are denied for lack of sufficient information to form a belief.
 - 22. The allegations contained in Paragraph 22 are denied.

ANSWER TO FIRST CLAIM FOR RELIEF Breach of Contract

- 23. County incorporates, by reference, its responses to the allegations contained in Paragraphs 1-22, inclusive, of the Complaint.
- 24. It is admitted the ICA and Lease are valid and enforceable contracts between Plaintiff and the County. All remaining allegations contained in Paragraph 24 are denied.



- 25. The allegations contained in Paragraph 25 are denied.
- 26. The allegations contained in Paragraph 26 are denied.

ANSWER TO SECOND CLAIM FOR RELIEF

Unjust Enrichment/Quantum Meruit

- 27. County incorporates, by reference, its responses to the allegations contained in Paragraphs 1-26, inclusive, of the Complaint.
- 28. The allegations contained in Paragraph 28 are denied.
- 29. The allegations contained in Paragraph 29 are denied.
- 30. It is admitted Plaintiff provided inoperable equipment. All other allegations contained in Paragraph 30 are denied for lack of sufficient knowledge to form a belief.
 - 31. The allegations contained in Paragraph 31 are denied.

FURTHER ANSWERING PLAINTIFF'S COMPLAINT, CURRITUCK COUNTY INCORPORATES BY REFERENCE, AS IF FULLY SET FORTH IN THIS DEFENSE, ALL OF ITS PRECEDING ALLEGATIONS AS IS CONSISTENT HEREWITH AND ASSERTS THE FOLLOWING AFFIRMATIVE DEFENSES:

FIRST AFFIRMATIVE DEFENSE

N.C. Civ.P. 12(b)(6)

Plaintiff's Complaint fails to state any claim upon which relief can be granted and should be dismissed pursuant to Rule 12(b)(6) of the North Carolina Rules of Civil Procedure.

SECOND AFFIRMATIVE DEFENSE

Estoppel

Plaintiff is estopped from raising the claims in its Complaint on the basis that it indicated to the County several times it would attempt to cure its deficiencies, but never did, and now Plaintiff is claiming County is in breach.



THIRD AFFIRMATIVE DEFENSE

Failure to Mitigate Damages

Plaintiff has failed to mitigate their damages, which failure is pleaded in bar of all damages which could have been avoided with reasonable diligence and/or were incurred in violation of Plaintiff's duty to mitigate and minimize damages.

FOURTH AFFIRMATIVE DEFENSE

Waiver

Plaintiff has waived all rights it may have had to pursue the claims upon which this action is based on the basis that it continued to operate the Existing Plant and Mobile plant for two years without receiving any payment and having conversations with the County that it would not receive payments until it complied with the ICA and Lease.

FIFTH AFFIRMATIVE DEFENSE

Failure to Comply with Duties Imposed by Law

Pursuant to 15A NCAC 08G.0204(2)(b), the Operator in Responsible Charge ("ORC") of a water pollution control system shall visit the system as often as necessary to ensure the proper operation of the system, which shall be at least five (5) days a week, excluding State and federal holidays for the Existing Plant biological Grade III system.

Pursuant to 15A NCAC 08G.0204(3), the ORC must operate and maintain the system and attempt to ensure the compliance of the system with any permits issued for the system as well as any other applicable local, State, and federal environmental permitting and regulatory requirements.

Pursuant to 15A NCAC 08G.0204(6), the ORC shall notify the owner of the system within 24 hours and in writing within 5 days of first-hand knowledge of any: (a) overflows from the



system or any treatment process unit; (b) bypasses of the system or any treatment process unit; or (c) violations of any limits or conditions of the permit.

Plaintiff's ORC failed to comply with any of these requirements imposed by law, which were also imposed by the ICA and Lease.

SIXTH AFFIRMATIVE DEFENSE

Failure to Give Proper Notice of Breach

The ICA maps out the specific notice requirements to the "breaching Party" and for its termination, which include (1) a notice of alleged deficiencies and reasonable opportunity to cure, (2) a Notice of Imminent Default setting forth description of deficiencies and a forty-five (45) day opportunity to cure, and (3) a Declaration of Default stating the effective termination date of the ICA. Plaintiff alleges it sent a termination letter to the County on September 16, 2021; however, no one with the County receipt of such letter. In any event, whether the County received the alleged termination letter or not, Plaintiff failed to give County proper notice of an alleged breach of the ICA and Lease as required, which according to North Carolina law, supports a grant of summary judgment in favor of the County on Plaintiff's breach of contract claim.

SEVENTH AFFIRMATIVE DEFENSE

Alleged Damages are Inaccurate

County asserts it does not owe Plaintiff any damages. Without indicating to the contrary, the amount of damages Plaintiff seeks is completely inaccurate and is based on an amendment to the ICA that was never executed.

EIGHTH AFFIRMATIVE DEFENSE

Plaintiff is in Material Breach

The County is excused from any payment obligation to Plaintiff due to Plaintiff's material breach of the ICA and Lease. See counterclaim below for further details.



NINETH AFFIRMATIVE DEFENSE

Laches

The claim upon which this action is based arose in March 2021. Plaintiff has been aware of this claim for two years and has taken no steps to pursue the claim or to notify the County of the claim. Plaintiff's delay is unreasonable and has prejudiced the County in that...Plaintiff's claim is thus barred by the doctrine of laches.

TENTH AFFIRMATIVE DEFENSE

Unclean Hands

Plaintiff seeks equitable relief in this action. Plaintiff has acted inequitably and with unclean hands in that not only did Plaintiff not meet effluent limits in its operation of the Facility, it allowed the system to overflow raw sewage onto the ground, it left the Facility in complete disarray, it stole equipment that belonged to the County, and it bypassed necessary systems to treat the wastewater. Plaintiff's unclean hands bar recovery from Defendant in this action.

ELEVENTH AFFIRMATIVE DEFENSE

Reservation and Non-Waiver

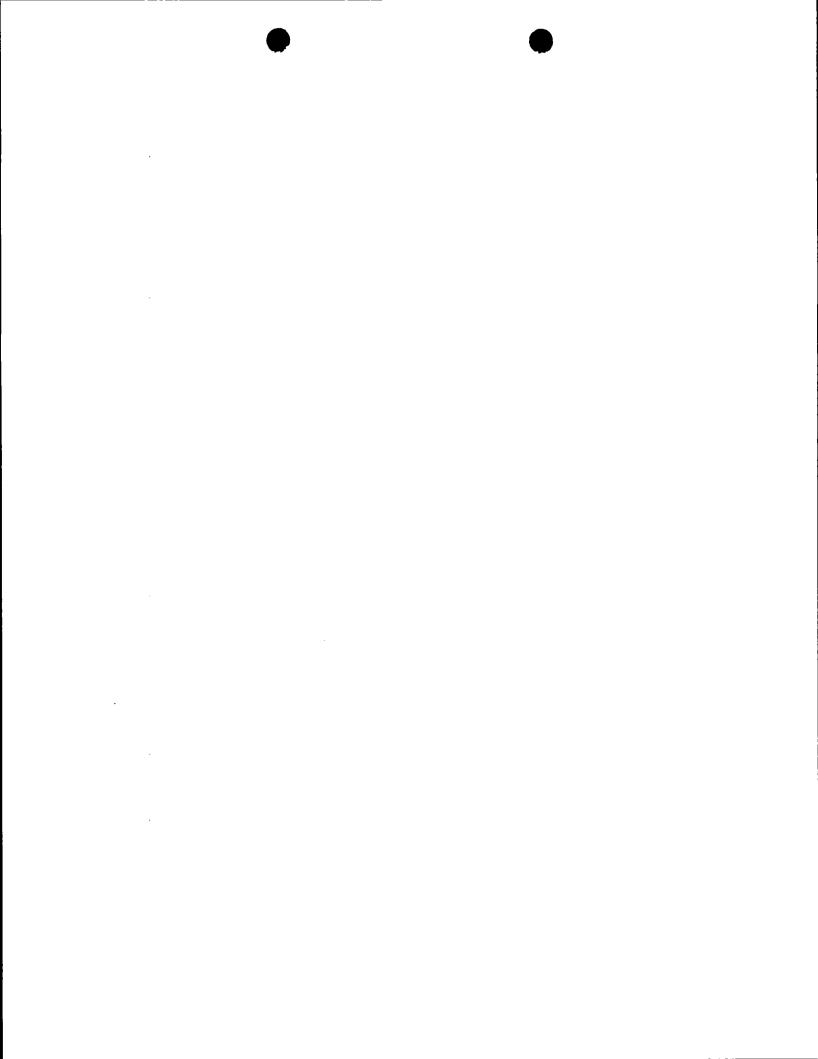
Currituck County gives notice and reserves the right to assert all legal and equitable affirmative defenses which may hereafter be discovered or arise from the presentation of evidence.

COUNTER-CLAIMS OF DEFENDANT

By way of further response to Plaintiff's Complaint, the County issues the following Counterclaims in this matter:

BACKGROUND

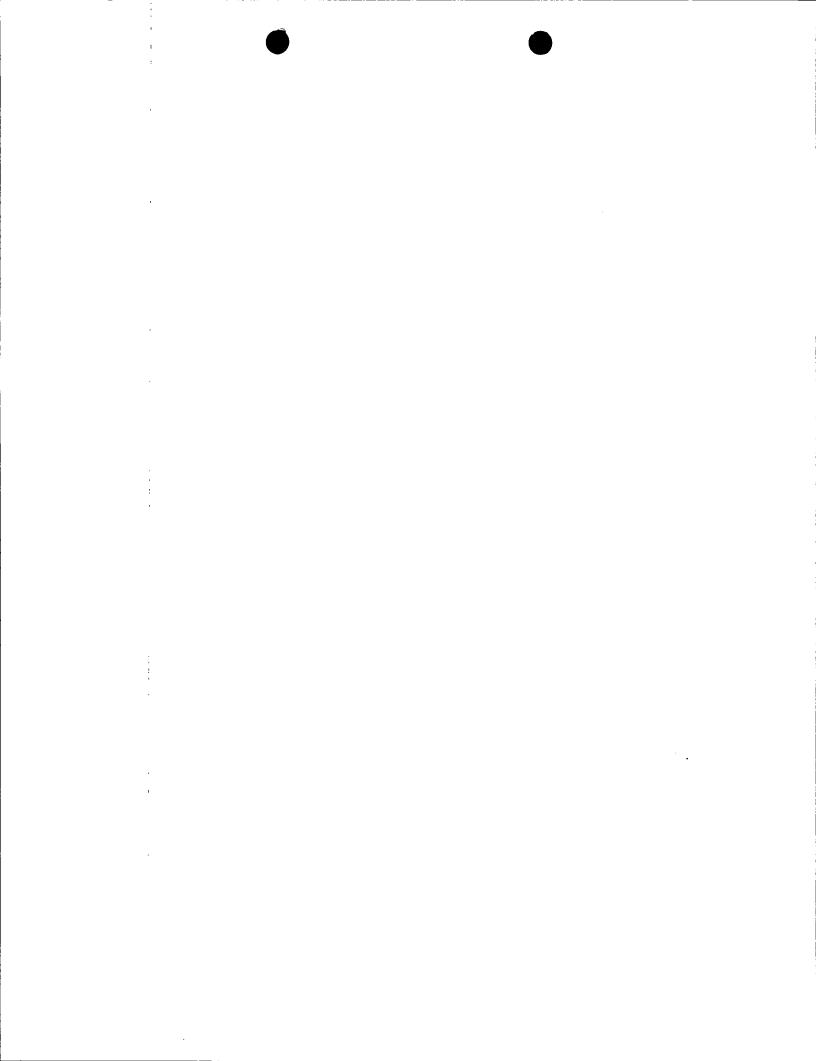
32. County is a body corporate and politic duly formed under the laws of the State of North Carolina and possessing all powers and authority as provided by Chapter 153A of the General Statutes of North Carolina.



- 33. Upon information and belief, Plaintiff is a corporation organized and existing under the laws of the State of North Carolina with its registered agent being Michael J. Myers and registered mailing address at 4700 Homewood Ct., Ste 108, Raleigh, North Carolina 27609.
- 34. Upon information and belief, the nature of Plaintiff's business is a management utility company.
- 35. County owns the Existing Plant, which is permitted by the North Carolina Environmental Management Commission as a Grade III Biological Water Pollution Control System, which is defined by 15A NCAC 08G.0302(c) as a system that utilizes an activated sludge or submerged fixed growth process with permitted flows of greater than 0.5 through 2.5 mgd.
- 36.On or about December 21, 2018, County and Plaintiff entered into an Independent Contractor Agreement ("ICA"), which is attached hereto as Exhibit "A" and incorporated by reference herein, for Plaintiff to operate, manage, and maintain the County's Existing Plant beginning on January 1, 2019 for a 5 year term with an automatic renewal clause.
- 37. The Scope of Work agreed to by the parties is listed as Exhibit B attached to the ICA, which included but is not limited to the following:
 - a. Envirolink will provide properly trained and certified staff in order to manage the Moyock WWTP. Envirolink shall furnish the level of manpower needed to properly act as the Operator in Responsible Charge for the Moyock WWTP;
 - b. Provide a Primary Operator in Responsible Charge (Grade III or greater) and



- Provide a Back-Up Operator in Responsible Charge (Grade II or greater);
- c. Coordination with North Carolina regulatory agencies regarding the operation of the wastewater treatment plant;
- d. Monitor and record key operational control parameters;
- e. Maintain an operator log that records all operational adjustments and maintenance activities. Copies of the logs will be provided to the Owner upon Request;
- f. Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities;
- g. Mowing the grass inside the fence at the plant.
- 38. Pursuant to 15A NCAC 08G.0204(2), an Operator in Charge of a water pollution control system shall visit the system as often as is necessary to ensure the proper operation of the system but in no case less than five days per week excluding State and federal holidays for a Grade III system.
- 39.On or about August 27, 2019, County and Plaintiff entered into a First Amendment to Independent Contractor Agreement by and between County of Currituck and Envirolink, Inc. ("ICA Amendment"), which is attached hereto as Exhibit "B" and incorporated by reference herein, for Plaintiff to operate <u>two</u> 60,000 gallons per day Mobile Plants at the site of the Existing Plant.
 - 40. Additional provisions provided in the ICA Amendment include but are not



limited to:

- a. Mobile MBR wastewater plant will be utilized until Moyock Regional WWTP repairs are made;
- b. No additional compensation will be made for operation of the Mobile MBR wastewater plants;
- c. The contractor shall be solely responsible for fines and penalties resulting from the Mobile MBR wastewater plants operation or performance;
- d. Contractor shall be responsible for labor, parts and equipment associated with replacement and repairs to the Mobile MBR wastewater plants.
- 41.On or about August 29, 2019, County and Plaintiff entered into an Equipment Lease ("Lease"), which is attached hereto as Exhibit "C" and incorporated by reference herein, for County to lease the Mobile Plant from Plaintiff for the amount of \$10,000 a month which the Plaintiff was to operate, manage and maintain.
 - 42. Several key provisions of the Lease include but are not limited to:
- a. The Equipment shall be operated only by safe, competent and duly licensed professionals;
- b. Lessor warrants that Lessor has good title to the Equipment and that the Equipment is in good condition subject to reasonable wear and tear for equipment for similar age and for for its intended use;
 - c. Lessor agrees to keep the Equipment in efficient working order and repair;
 - d. Lessor hereby represents and warrants that, with respect to the Lease: the equipment will meet effluent limits of: BOD= 10mg/L, Ammonia= 4mg/L,



Total Nitrogen= 7mg/L, Nitrate= 10mg/L, Phosphorus= 3 mg/L, TSS=15 mg/L.

- 43. From the moment Plaintiff took over the operation, management and maintenance of the Facility, Plaintiff has failed to cause the Existing Plant and Mobile Plants to meet effluent limits regulated by the North Carolina Environmental Management Commission and defined by the Lease.
- 44. Throughout Plaintiff's operation of the Existing Plant and Mobile Plants, a Primary Operator in Responsible Charge (Grade III or greater) or Back-up Operator in Responsible Charge (Grade II or greater), was not present at the Facility as required by the ICA and the North Carolina Administrative Code.
- 45. Around August 2021, the County's Manager and Attorney met with Michael Myers ("Myers"), the President of Plaintiff, to discuss why Plaintiff was not meeting effluent limits under the Lease. Myers presented a second contract to County with a payment increase, which the County refused to sign as Plaintiff was failing to substantially perform the first contract. County informed Myers Plaintiff would not be paid until County's Existing Plant of Plaintiff's Mobile Plants started meeting effluent limits under the Lease.
- 46. Thereafter, Plaintiff failed to operate the Mobile Plants in a manner adequate to meet required effluent permit limits. In fact, Plaintiff only ever operated one Mobile Plant and not two as required.
- 47. Plaintiff's operation of the Mobile Plants worsened to the point that permit limits were still not met and untreated effluent was pouring out over the mobile plant



onto the ground and into ditches, a picture of which is attached hereto and incorporated by reference herein as Exhibit "D;" into the spray field, creating a sludge-like film, making it impossible for liquid waste to infiltrate into the ground for treatment; and bypassing treatment and draining into a pipe that went directly into a ditch.

48.On or around September 12, 2022, the undersigned sent Plaintiff a Notice of Default under the ICA, which is attached hereto and incorporated by reference herein as Exhibit "E," giving Plaintiff until September 30, 2022 to cure the default.

49. On September 22, 2022, County staff including the undersigned County Attorney, County Manager, County Engineer, County Utilities Director and the County Wastewater Superintendent met with Myers and one of Plaintiff's operators regarding the September 12, 2022 letter and Plaintiff's default. The outcome of the meeting included Myer's assurance Plaintiff would cure its default by October 31, 2022.

50. On or about September 26, 2022, the undersigned sent Myers a letter commemorating the September 22, 2022 meeting, which is attached hereto and incorporated by reference as Exhibit "F."

51. On or about November 2, 2022, the undersigned sent Plaintiff's counsel a Notice of Imminent Default per the ICA, informing Plaintiff they have an additional forty-five (45) days to correct the deficiencies, a copy of which is attached hereto and incorporated by reference as Exhibit "G."

52. On or about December 21, 2022, the undersigned sent Plaintiff's counsel a



Declaration of Default per the ICA, notifying Plaintiff the ICA and Lease are immediately terminated as the defaults were not cured and actually worsened during the 45-day cure period, a copy of which is attached hereto and incorporated by reference as Exhibit "H."

53. On or about March 31, 2023, County received a civil summons to be served with order extending time to file Complaint by Plaintiff, the actual Complaint being received by County April 28, 2023.

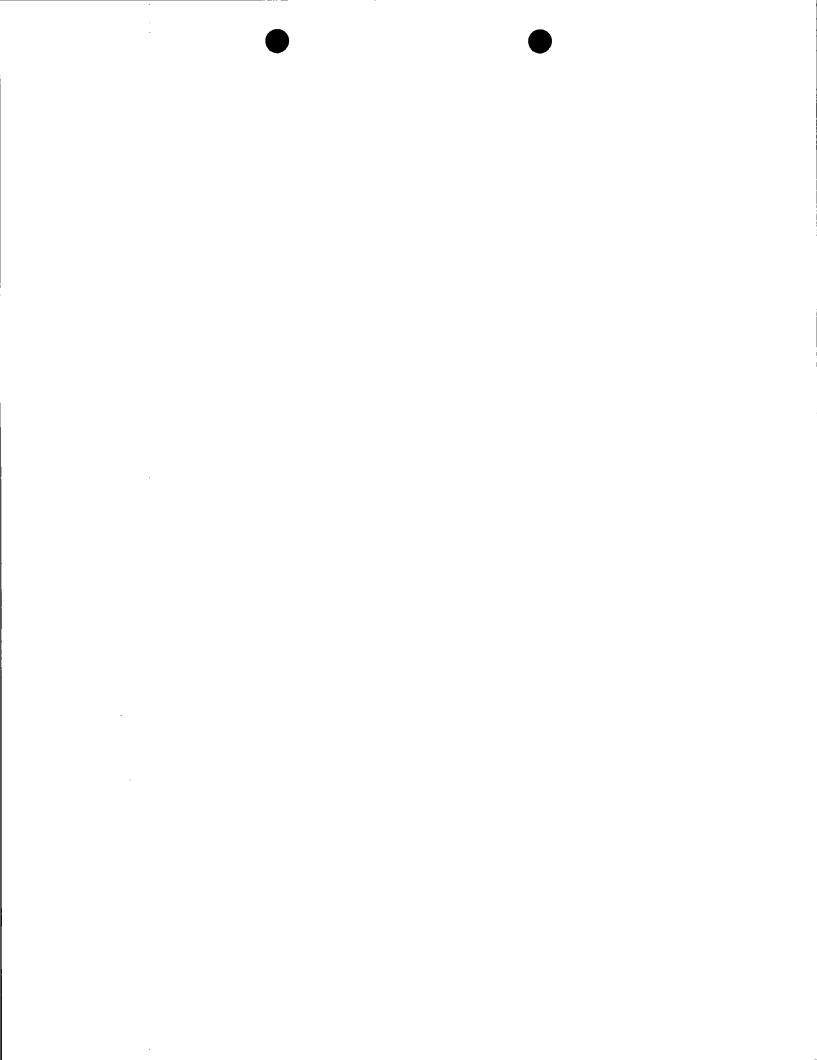
54. On or about April 21, 2023, County sent Plaintiff's Counsel a Notice of Termination, directing Plaintiff to immediately stop work and remove all equipment and personal property from the site.

55.On or about May 1, 2023, Plaintiff ceased operations of the Existing Plant and Mobile Plant and left the entire Facility in a far worse condition than when Plaintiff began operations.

56. Throughout Plaintiff's operation of the Existing Plant and Mobile Plant, the County received Notices of Violations and fines by the North Carolina Department of Environmental Quality. A spreadsheet of those violations and fines drafted by the County Utilities Director is attached hereto and incorporated by reference as Exhibit "I."

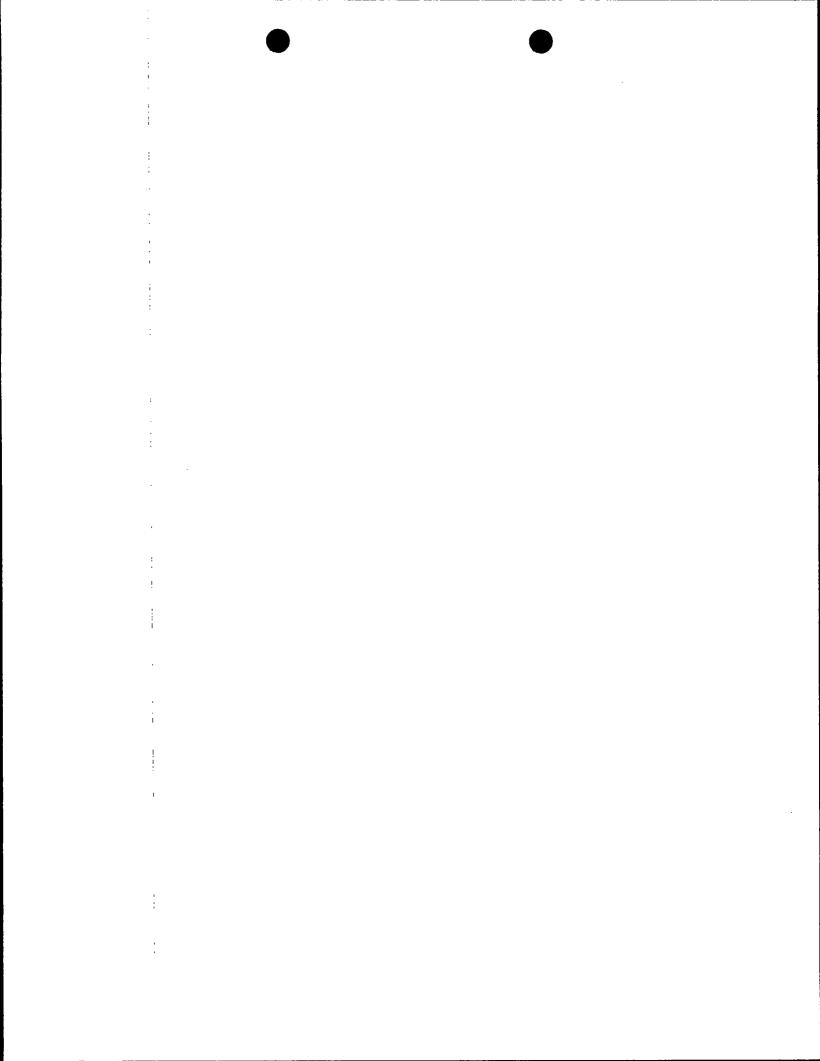
FIRST CAUSE OF ACTION BREACH OF CONTRACT

57. County incorporates Paragraphs 1-31 of the Answer and Paragraphs 32-56 of the Counterclaims above as if fully set out herein.



58. The ICA and Lease are valid and enforceable contracts between County and Plaintiff.

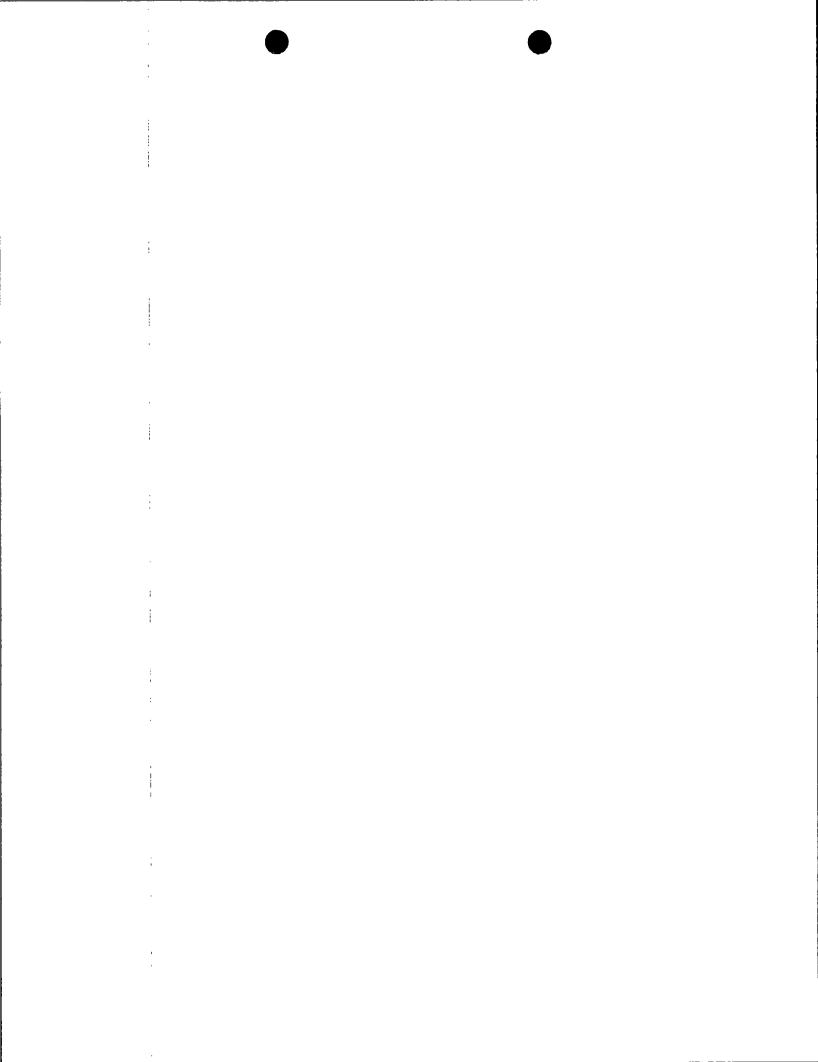
- 59. Plaintiff materially breached the ICA and Lease by substantially failing to perform under its terms by not meeting effluent limits, failing to adequately operate the Existing Plant and Mobile Plant by not providing a Primary Operator in Charge five days a week, failing to keep the Mobile Plant Equipment in efficient working order and repair, and only operating one Mobile Plant.
- 60. Due to Plaintiff's material breach of the ICA and Lease, County has suffered damages in terms of fines to the North Carolina Department of Environmental Quality as well as the expense of essential repairs to the Facility once Plaintiff ceased operations.
- 61. Repair and/or replacement to several pieces of equipment was made at the Facility when the County took over operations. The equipment was in working condition prior to Plaintiff's operation of the Facility. Repair and/or replacement was necessary due to the following issues:
 - A. Only one pump out of four working in the Equalization tank;
 - B. No air blowers working out of two;
 - C. Only one mixer in Equalization tank working out of two;
 - D. No return or waste pumps working out of four;
 - E. One filter dosing pump working out of two;
 - F. One effluent dosing pump working out of two
 - G. Filters nonoperational and in bypass;



- H. Ultra-Violet disinfection nonoperational;
- I. Chemical feed pumps missing;
- J. Lab equipment missing;
- K. Spray field free board height was too tall;
- L. Infestation of burrowing Nutra into the berm caused leaks; and
- M. Various electrical and plumbing issues.
- 62. The total amount of fines County has paid directly to the North Carolina Department of Environmental Quality due to Plaintiff's violations is \$45,609.81.

SECOND CAUSE OF ACTION UNFAIR AND DECEPTIVE TRADE PRACTICES

- 63. County incorporates Paragraphs 1-31 of the Answer and Paragraphs 32-62 of the Counterclaims above as if fully set out herein.
- 64. Plaintiff committed a deceptive act by warranting to County it would meet effluent limits, misrepresented to the County that, although it had not, it would meet effluent limits, but intentionally or due to incompetence failed to ever meet effluent limits.
- 65. Plaintiff continued to operate and damage the Existing Plant and Mobile Plant (as opposed to the required two) and asking for payment for operation of the same, despite not meeting effluent limits and knowing what poor condition the Facility was in due to their own actions.
- 66. When the undersigned asked Plaintiff's counsel why Plaintiff continues to operate without getting paid, the response was, "it is political."



67. Plaintiff's operation of the Existing Plant and Mobile Plant affects commerce as defined by N.C. Gen. Stat. §75-1.1(b) as it is a "business activity," and not a "professional service."

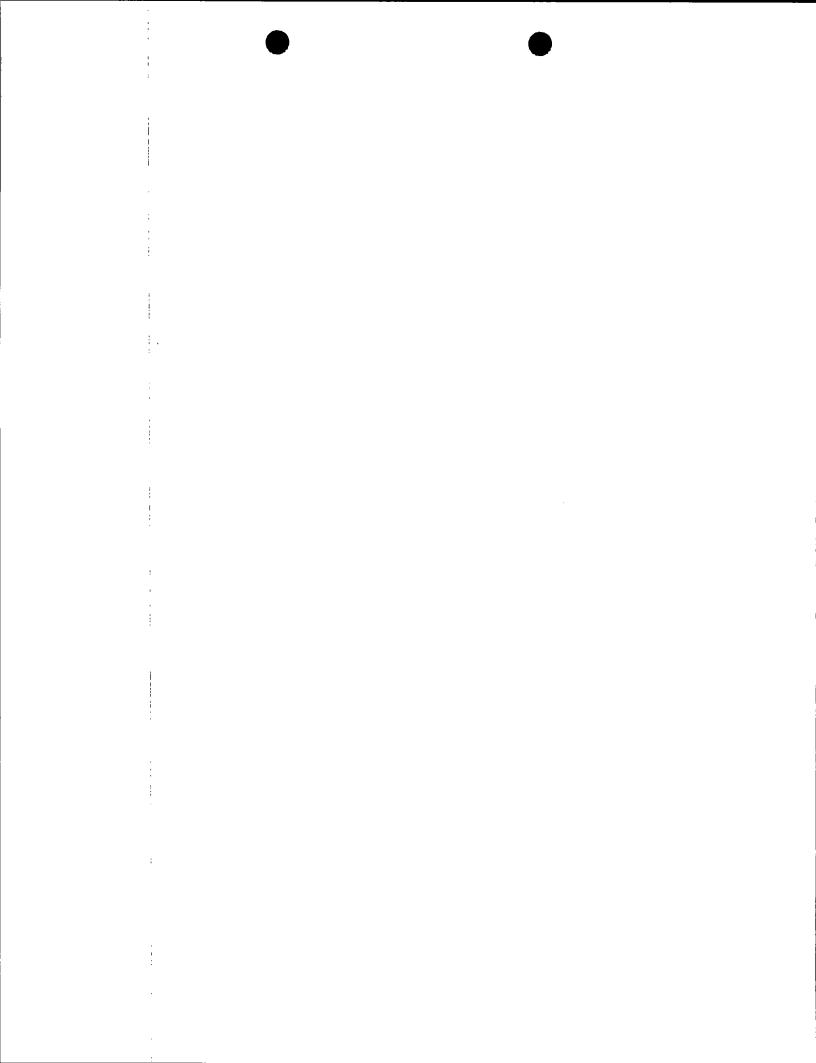
68. While Plaintiff was operating the Facility for "political" reasons as opposed to adequately treating wastewater pursuant to its contractual obligations, County suffered actual injury in the form of fines from the North Carolina Department of Environmental Quality and damage to the Existing Plant and facilities upon which it is located.

CONVERSION

69. County incorporates Paragraphs 1-31 of the Answer and Paragraphs 32-68 of the Counterclaims above as if fully set out herein.

70. The County was the lawful owner of equipment which was in the possession of Plaintiff while Plaintiff was operating the plants. The equipment includes, but is not limited to:

- a. DR1900-TNT Plus Spectrometer
- b. DRB200- incubator
- c. HQ4200- pH meter
- d. Electronic Microscope-LEICA DM500 compound Microscope-
- e. DR890 Colorimeter
- f. IntelliCAL LDO101 Sensor
- g. IntelliCAL pH Probe
- h. Influent micro screen auger motor



- i. Belt on the influent bar screen motor
- j. Eight chemical feed pumps

71. Plaintiff wrongfully converted said equipment to its own use when it took the equipment from the Facility and failed to return it despite the undersigned's request to their counsel.

WHEREFORE, Currituck County respectfully prays the Court for the following relief:

- A. That Plaintiff's Complaint be dismissed with Prejudice;
- B. That Plaintiff have and recover nothing from Currituck County;
- C. Currituck County have and recover an amount exceeding \$25,000 for damages to the Facility and equipment Plaintiff has converted;
- D. Currituck County have and recover damages in the amount of \$45,609.81, which shall be trebled, for fines County has paid to the North Carolina Department of Environmental Quality for failure to meet effluent limits;
- E. That Currituck County's costs be taxed against Plaintiff; and
- F. That Currituck County recover such other and further relief as the Court deems just and proper.

[Signature on the Following Page]



This the **27**day of June 2023.

COUNTY OF CURRITUCK

MEGAN L. MORGAN

N.C. State Bar No. 47600

Currituck County Attorney

153 Courthouse Road, Suite 210

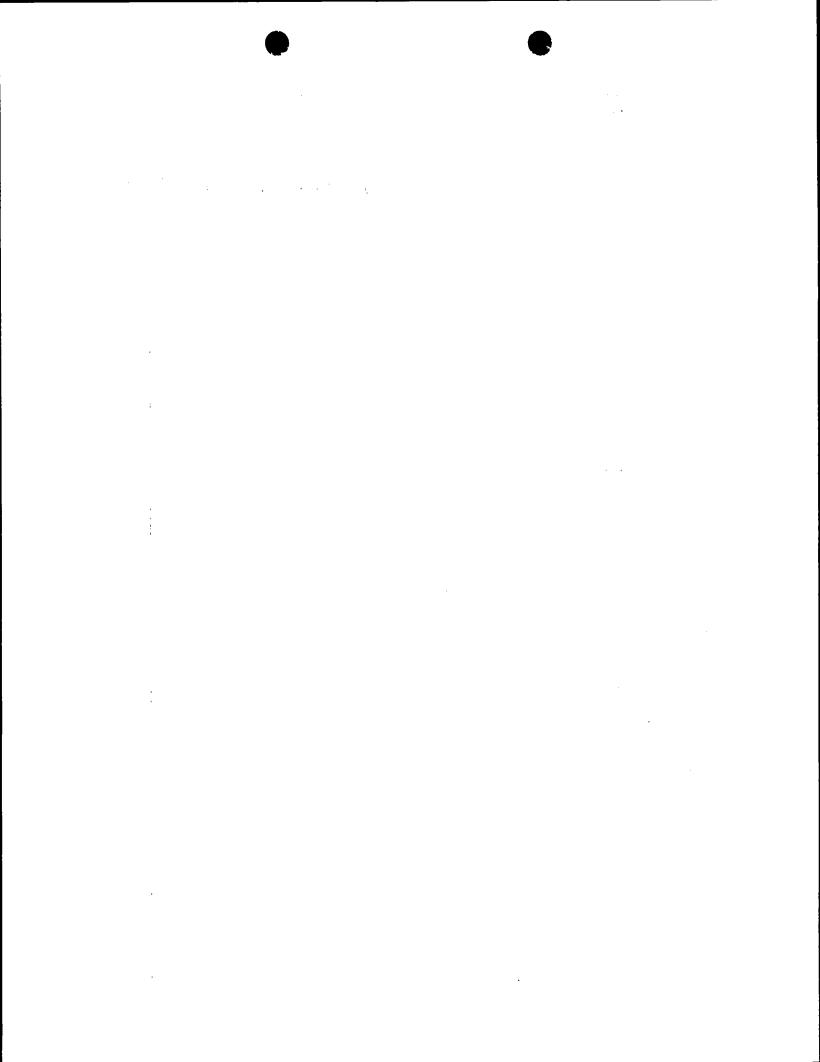
Currituck, NC 27929

Telephone Number (252) 232-0300

Facsimile Number (252) 232-3551

Megan.morgan@currituckcountync.gov

Attorney for Defendant



VERIFICATION PAGE

NORTH CAROLINA **CURRITUCK COUNTY**

I, Donald I. McRee, Jr., County Manager for the County of Currituck, North Carolina, being first duly sworn, deposes and says that he has read the foregoing Answer, Affirmative Defenses and Counterclaims and the same is true of his own knowledge except as to the matters stated upon information and belief and, as to those, he believes them be true.

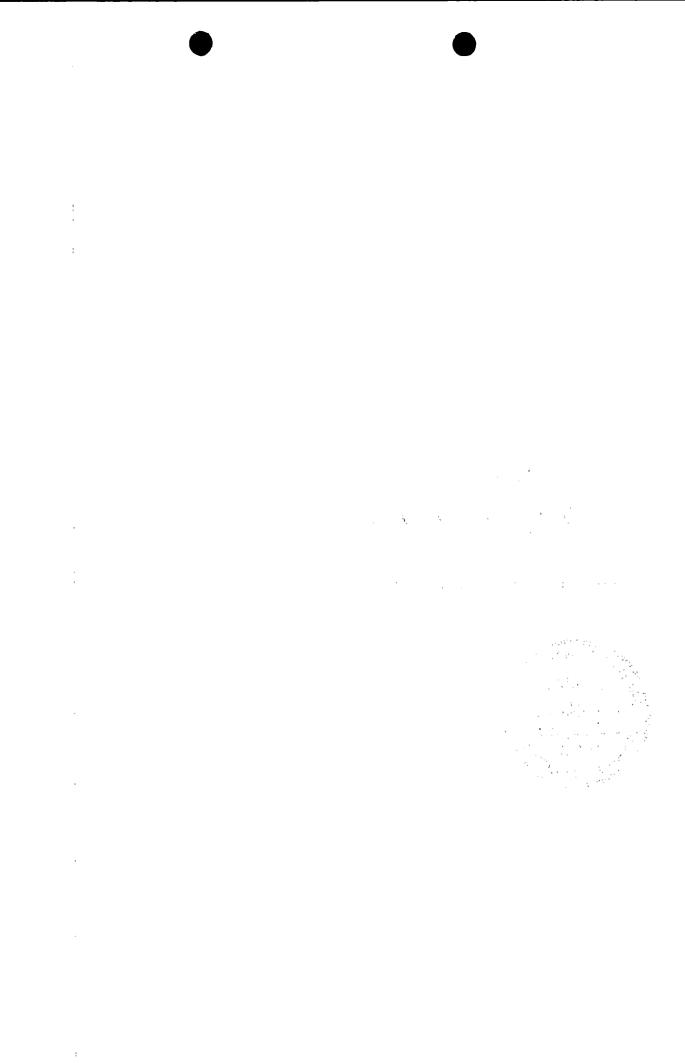
DONALD I. MCREE, JR.

County Manager Currituck County

Sworn to and subscribed

day of June 2023. Before me this λ

P. Salinchene Salinchene



CERTIFICATE OF SERVICE

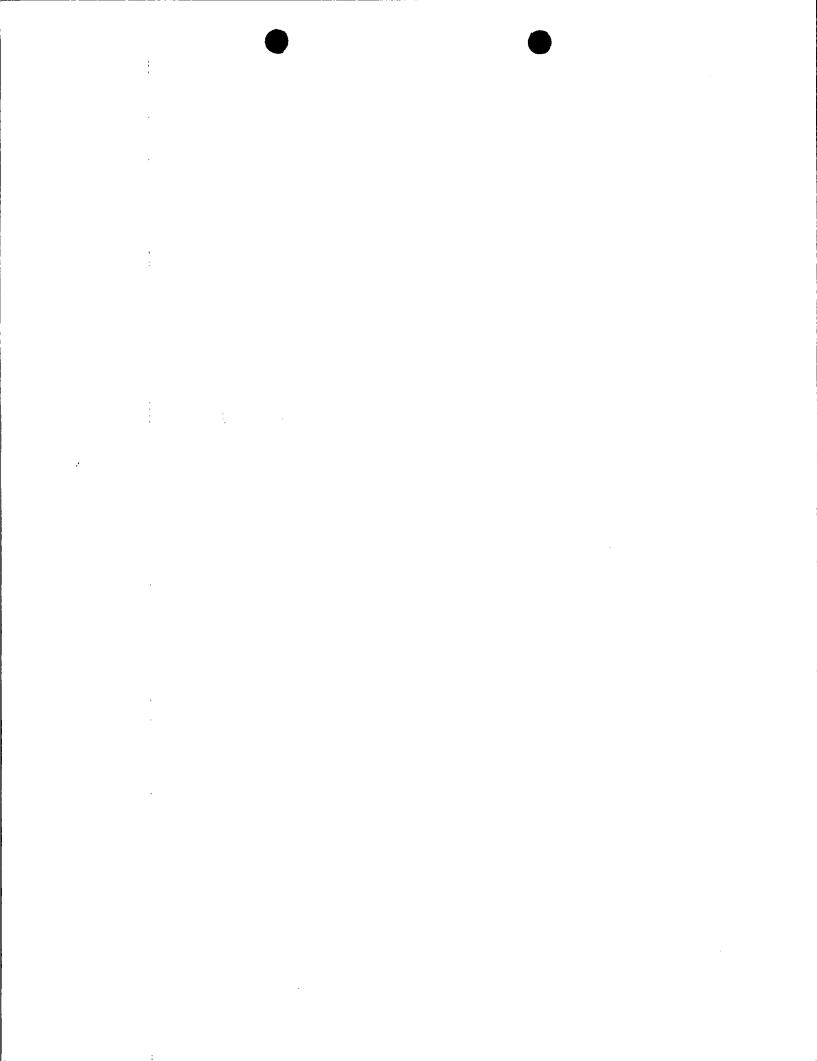
The undersigned hereby certifies that the foregoing Verified Answer, Affirmative Defenses, and Counterclaims was served upon the Plaintiff's counsel by the deposit of a copy enclosed in a post-paid, properly addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service for mailing to the defendants at their last known address to wit:

Megan E. Morgan Megan E. Morgan

James M. Hash 220 Fayetteville Street, Suite 300 P.O. Box 911 Raleigh, NC 27602 james@eghlaw.com

This the 27 day of June 2023.

20



Contract # 1407

Requisition # 1430

EXHIBIT

INDEPENDENT CONTRACTOR AGREEMENT

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

IT IS THEREFORE AGREED as follows:

- Scope of Work. Contractor agrees to perform the following services at the Wastewater plant identified in Exhibit A for County: See Exhibit B (hereinafter "the Services").
 County responsibilities are identified in Exhibit C.
- 2. <u>Compensation</u>. Contractor will be paid for its Services by County as follows: <u>See</u>

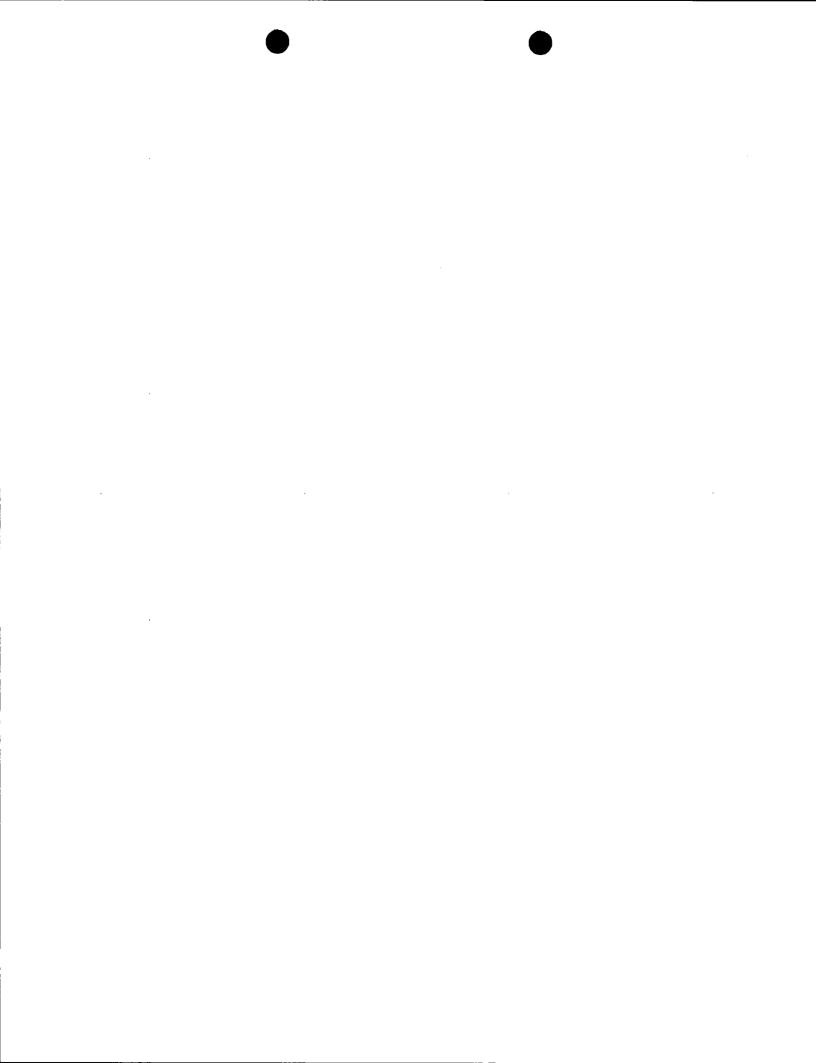
 Exhibit D
- 3. Contractor's Freedom to Contract. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.



- 4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so. For Additional Services authorized in writing by the County that Envirolink can provide in-house (i.e., Envirolink does not have to enlist the services of a contractor or subcontractor and Envirolink does not have to lease any equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation as provided in Envirolink's Preferred Client Rate Schedule for Additional Services that is set forth in Exhibit E (attached hereto and incorporated herein to this Agreement). The rates contained in the Preferred Client Rate Schedule for Additional Services are subject to change. For Additional Services that Envirolink cannot provide in-house (i.e., Envirolink has to enlist the services of a contractor or subcontractor or Envirolink has to lease equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation based upon Envirolink's actual costs (including overhead, equipment, materials and labor), plus fifteen percent (15%) of that cost. Envirolink shall consult with the Owner prior to engaging in Additional Services. The Owner shall have the absolute right, in its discretion, to secure such services from an alternate source of its choosing.
- 5.1 <u>Term.</u> Subject to the other provisions of this Agreement, the initial term of this

 Agreement shall be for a period of five (5) years and ending on the fifth (5th) anniversary of the Contract

 Start Date ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for an additional term of five (5) years, unless canceled in writing by either Party no less than one hundred twenty (120)



days prior to expiration of the Initial Term. The Owner shall turn the Facilities over to Envirolink on the Contract Start Date, free and clear of the rights of any other operator thereof, and Envirolink shall commence providing the Services on the Contract Start Date. The term of this contract is January 1, 2019 through June 30, 2024. Either party may terminate this Agreement effective December 31, 2021 by providing written notice prior to November 1, 2021.

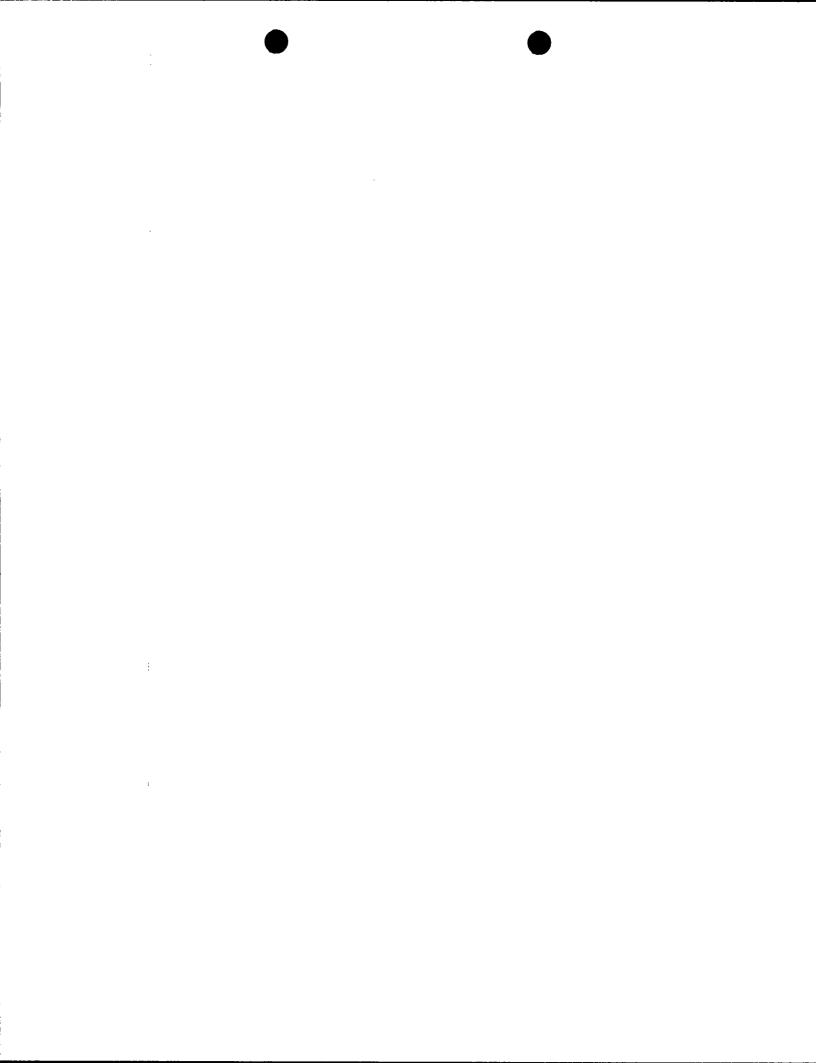
- Termination for Default. Either party (the "Terminating Party") may terminate this Agreement if a material breach of any provision of this Agreement has been committed by the other party (the "Breaching Party") through no fault of the Terminating Party, provided that the following procedure is strictly adhered to:
- 5.2.1 The Terminating Party must give the Breaching Party written notice setting forth in detail the alleged deficiencies and a reasonable opportunity to correct them in accordance with provisions of this Article. Reasonable opportunity is dependent on the scope and nature of the alleged breach of contract and as such shall be determined on a case by case basis. If the Parties cannot agree on a mutually acceptable time frame, then a mutually agreed upon third party shall be consulted and both parties shall be bound by the time frame established.
- 5.2.2 If the deficiencies are not corrected within the time specified, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending written notice (a "Notice of Imminent Default") which shall set forth a description of the deficiencies constituting breach of this Agreement and provide the Breaching Party a period of not less than forty-five (45) days within which to correct such conditions. Provided, however, if the nature of the alleged default is such that additional time is required to correct such default, then, provided that the party receiving such notice (i) promptly presents a plan to the Terminating Party for correcting the default and (ii) takes immediate and substantial steps toward correcting the default, then the period for effecting a correction shall be

reasonably extended in accordance with the plan presented by the party allegedly in default.

- 5.2.3 If such deficiencies are not corrected within the forty-five (45) day period, as the same may be extended by agreement of the Parties, the Terminating Party may declare the Breaching Party in default by issuing a Declaration of Default stating the effective termination date of the Agreement.
- 5.2.4 In the event that the Owner disputes that Envirolink has corrected the deficiencies, a mutually acceptable professional engineer licensed to practice in the State of North Carolina will be selected by the Parties and retained at the sole expense of Envirolink to consult with the Parties as to whether said deficiencies have been corrected.
- 6. <u>Nature of Relationship.</u> Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:
 - a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
 - b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
 - c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
 - d. Contract is not required to perform tasks in any particular order or sequence.

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- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.
- 7. <u>Taxes</u>. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.
- 8. <u>Insurance</u>. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to



County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's

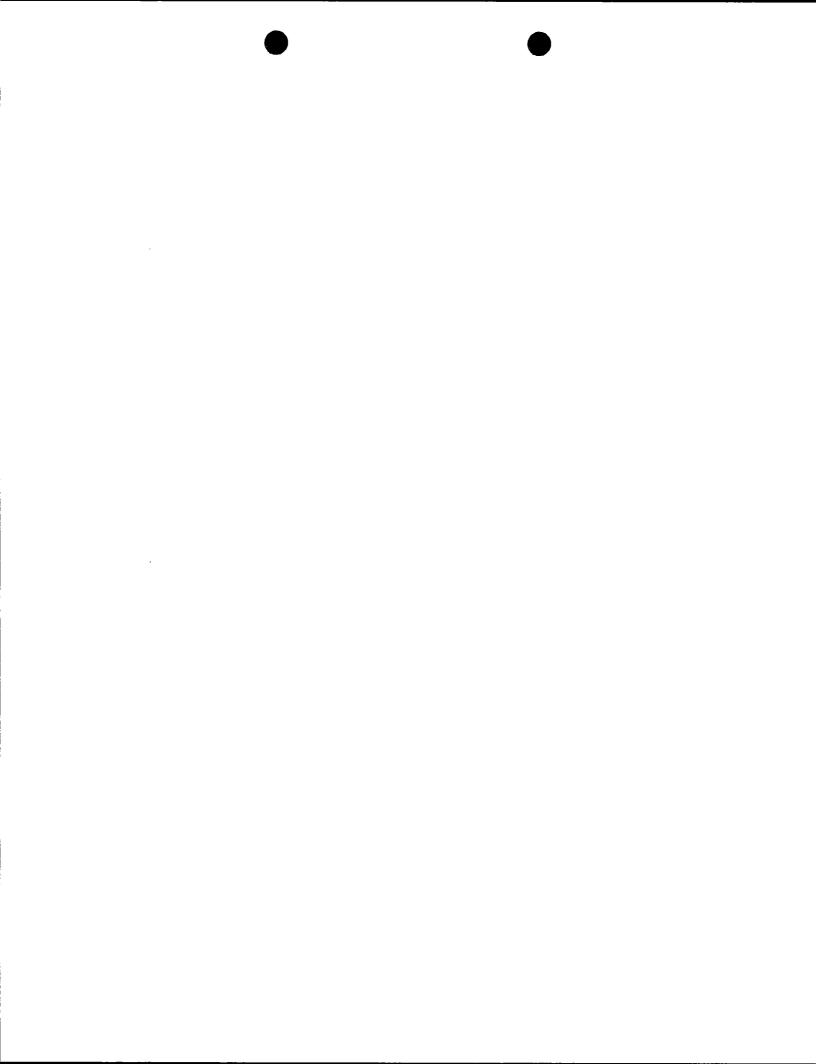
Compensation by the State of North Carolina initial here: _____

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation __X__ Yes ____ No

General Liability __X__Yes ____ No

9. Indemnity. To the extent authorized by law, Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, fines, civil penalties, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or



which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

To the extent authorized by law, County shall and does hereby agree to indemnify, save harmless and defend Contractor from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by County, its employees, agents or subcontractors in any way attributable to its performance of the County's obligations of this Agreement. To the extent authorized by law, it is the intention of this paragraph to hold the County responsible for the payment of any and all claims, fines, civil penalties, suits, or liens, of any nature and character, in any way attributable to or asserted against Contractor or against Contractor and County, or which the Contractor may be required to pay. In the event the liability of the County shall arise by reason of the sole negligence of Contractor and/or the sole negligence of Contractor's employees, agents or servants, then and only then, County shall not be liable under the provisions of this paragraph.

- 10. <u>Disputes and Venue.</u> Any dispute arising under this Agreement shall be heard exclusively in the Superior Court Division of the North Carolina General Court of Justice in Currituck County.
- 11. <u>E-Verify</u>. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 12. <u>Iran Divestment.</u> Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance

:

with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. <u>Notices</u>. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

Ben Stikeleather

153 Courthouse Road, Suite 212

Currituck, NC 27929

If the notice is to Contractor:

Carr McLamb

4700 Homewood Ct. Ste. 108

Raleigh, NC 27609

(Or such other person or address as Contractor shall have designated by due notice to County).

- 14. <u>Non-Waiver</u>. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.
- 15. <u>Headings</u>. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 16. <u>Amendments</u>. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.



- 17. <u>Complete Agreement</u>. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.
- 18. <u>Governing Law</u>. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.
- 19. <u>Non-Solicitation of Employees.</u> Unless otherwise agreed to in writing, the Parties will not, during or for 24 months after termination of this Agreement, recruit or otherwise solicit any employee, consultant or contractor of the other Party or any of its parents or subsidiaries to terminate employment with or otherwise cease his or her relationship with the other Party or any of its parents or subsidiaries. In addition, neither Party will, during or for 24 months after termination of this Agreement, hire any employee of the Party or any of its parents or subsidiaries without paying a liquidation fee equal to one year of Envirolink's annual compensation.
- 20. <u>Derivative Immunity.</u> County acknowledges and agrees that the County has asked Envirolink to meet and keep certain specifications and requirements for the operation, maintenance and management of the facilities described herein and Envirolink has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the County may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities. Nothing herein shall or be construed to constitute any waiver by Envirolink or County of any claim or defense of immunity of any kind permitted by law against any third party, and Envirolink expressly intends to preserve and does preserve and retain all such rights.



The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

Attest:

ENVIROLINK INC.

Vice President/Secretary/Treasur

(Affix Corporate Seal)

This instrument has been preaudited in the manner

required by the Local Government

Budget and Fiscal Control Act.

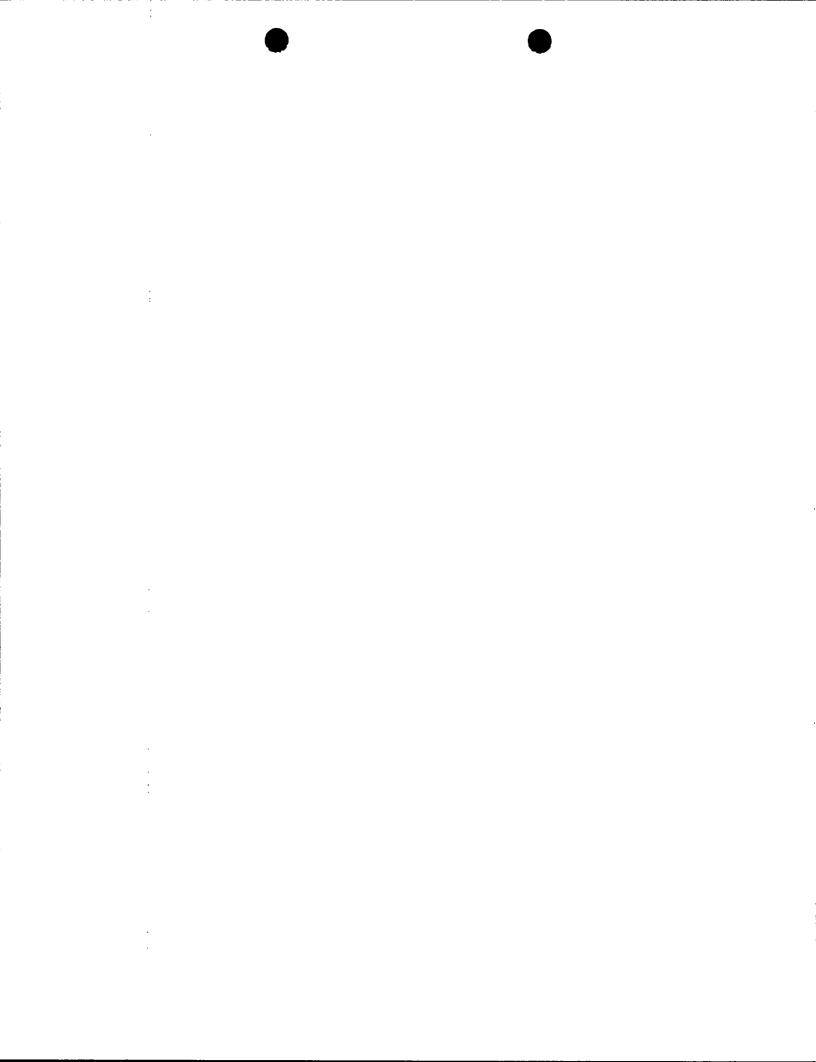


EXHIBIT AOwner Facilities

Moyock Regional Wastewater Plant High Rate Infiltration Plant Currituck County

Plant is as more fully described in Permit #: WQ0035706 and incorporated herein by reference.

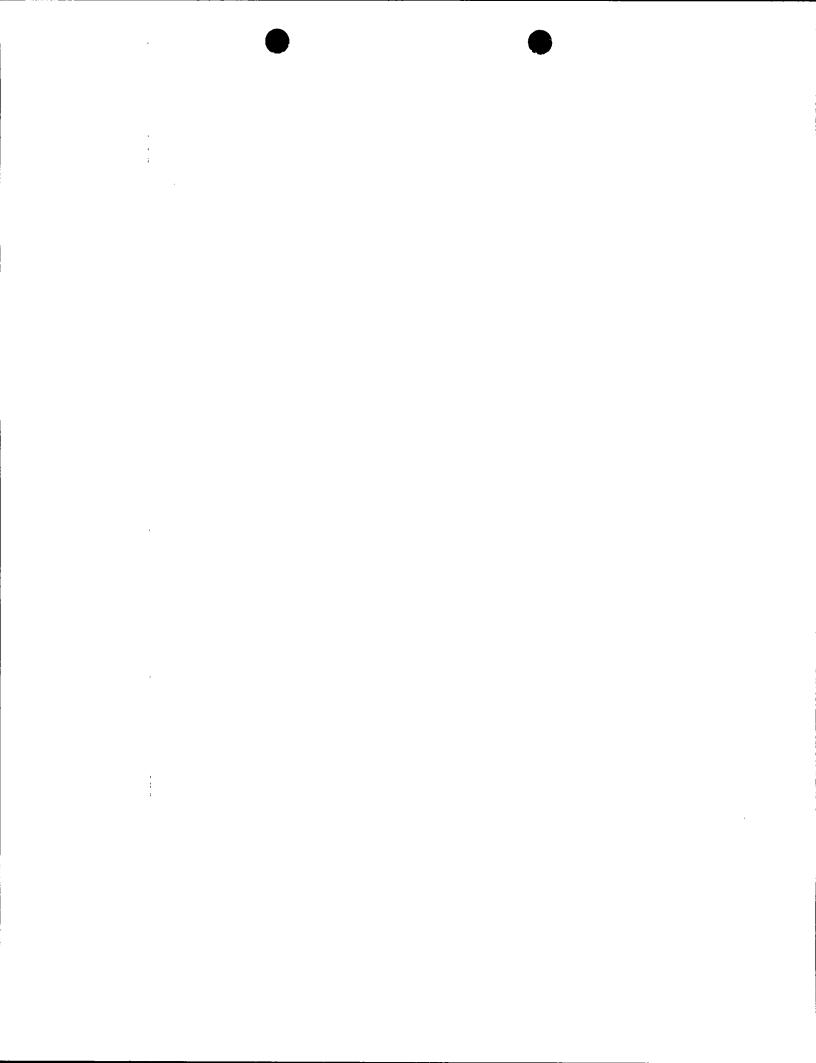


EXHIBIT B Envirolink Scope of Work

Envirolink agrees to act and provide certain utility operation, management and maintenance services for the Facilities as described below. Pursuant to Article 17, any changes in the Scope of Services that cause an increase in Envirolink's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Envirolink's Compensation and Payment. The Scope of Services includes the following:

- 1. Envirolink will provide properly trained and certified staff in order to manage the Moyock WWTP. Envirolink shall furnish the level of manpower needed to properly act as the Operator in Responsible Charge for the Moyock WWTP. Envirolink will provide all wages and salaries for the assigned personnel.
- 2. Envirolink will pay expenses as required in the performance of these duties, which include:
 - 1) Personnel costs for all staff, including overtime expenses for staff;
 - 2) Vehicles suitable for transporting equipment and operators;
 - 3) Fuel, taxes, tags, maintenance and insurance for vehicles;
 - 4) Normal operating supplies -- including tools and general supplies;
- 3. Envirolink will provide back-up and professional support in the area of Utility Services related to the Moyock WWTP.
- 4. Envirolink will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by the Owner, and the Owner will promptly inform an Envirolink representative of any complaints and subsequent actions.
- 5. Envirolink's superintendent or appropriate staff will attend meetings with officials of State and Federal Regulatory Agencies, upon request by the Owner.
- 6. Envirolink will provide oversight for system repairs, upgrades or installations upon request by the Owner. With the exception of emergencies, Envirolink will not purchase any single item over \$100.00 without prior approval of Owner. Owner shall not unreasonably withhold, condition or delay approval of any necessary repairs.
- 7. Envirolink will periodically provide spot check inspections of the Moyock WWTP, to ensure the Town's Sub-Contractors and/or Employees are complying with NCDEQ regulations.

2.1.

2.2. Operation, Maintenance, and Management of the Wastewater Treatment Plant

Envirolink will operate, maintain, and manage the Wastewater Treatment Plant for the Owner as follows:

- Provide a Primary Operator in Responsible Charge (Grade III or greater);
- Provide a Back-up Operator in Responsible Charge (Grade II or greater);

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- 24 hour, seven days a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina regulatory agencies regarding the operation of the wastewater treatment plant;
- Monitor and record key operational control parameters (in accordance with Envirolink's standard Operating Procedures);
- Inventory levels for spare parts, supplies and equipment shall be established based on Envirolink's standard operating procedures;
- Monitor inventory levels of parts, chemicals and supplies and coordinate replenishment for the owner:
- Maintain an operator log that records all operational adjustments and maintenance activities.
 Operator logs are the property of Envirolink. Copies of the logs will be provided to the Owner upon request;
- Purchase the analytical testing over the term of the contract for those parameters listed in the sample schedule includer in the permit NC0035706. For additional testing above this amount, Envirolink would receive an equitable adjustment to the contract;
- Purchase the chemicals needed for treatment. Payment for chemicals is the responsibility of the Owner and will be invoiced in accordance with the Operation, Maintenance and Management Agreement;
- Preparation of the wastewater performance annual report;
- Preparation and file monthly monitoring reports with NCDEQ;
- Respond to customer inquiries concerning the wastewater treatment plant;
- Preventative maintenance as per manufacturer recommendations or Envirolink standard operating procedures;
- Annual calibration of eight (8) flow meters;
- Supply the op0erator tools necessary for plant operation;
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities. Envirolink shall not be liable for decisions made by Owner based on these recommendations;
- Mowing the grass inside the fence at the plant.
- Hydrologist to test basins is not included in this scope. Envirolink will assist a requested;
- > Upon the execution of an agreement Envirolink will provide an asset assessment with recommendations for plant operation.

Be Aware...

State regulations and Envirolink procedures dictate that there shall not be any adjustments or changes to the wastewater system without Envirolink's authorization – Owner may not authorize any adjustments or maintenance of the system by personnel other than Envirolink employees or its approved contractors, unless approved in advance by Envirolink.



EXHIBIT C

Owner Responsibilities

- An Owner employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
- An Owner employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer:
- Rehabilitative and correction of substandard conditions;
- All utilities including water, sewer, electricity, internet and telecommunications services at no charge to Envirolink;
- Emergency power generation;
- Labor, parts and equipment associated with replacement, repair, remedial, upgrades and new installation performed by Envirolink, at the request of the Owner, shall be invoiced monthly;
- Owner will maintain all permits and licenses by NCDEQ for the WWTP Facility, provided Envirolink shall appraise the Owner of the need to procure any such permits or licenses it does not have;
- Owner will maintain all easements, licenses, insurance and equipment warranties for the mutual benefit of both the Owner and Envirolink;
- Response and clean-up of sanitary Sewer Overflows. Owner or its representative shall contact Envirolink immediately if an SSO should occur;
- Immediately notify Envirolink of any emergency situations or NCDEQ issued Notices of Violation related to the distribution or collection system;
- Facilities modifications or safety measures required for compliance with OSHA regulations or findings; and general maintenance of facilities and ground maintenance;
- Owner agrees to maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies;
- Sludge removal, disposal and analysis;
- > Be responsible for any snow removal from the access roads to the Facilities
- All services provided by Envirolink that are the responsibility of the Owner will be invoiced in accordance with EXHIBIT D;



EXHIBIT D

Compensation

MONTHLY OPERATING FEE

a) Owner shall pay Envirolink a monthly operating fee according to the following schedule:

Contract Line Item #	Description of Service	Monthly Payments	Number of Annual Payments	Annual Payment
0001	WWTP ORC	\$14,763	12	\$177,160
	Services			\$177,1560
	Total		ran ar Arizannia in Arizan in Arizan i e e e e e e e e e e e e e e e e e e	Committee and the second secon

- b) This fee shall be payable and due ten days after invoicing. Invoicing is expected to occur on or around the first day of each month for services rendered for the previous month.
- 2. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE
- a) Maintenance, replacement, repair, upgrade, rehabilitation and new installation outside the scope of the Operator in Responsible Charge (as approved by the Owner) shall be invoiced separately and will be based on time and materials needed for the job, payable to Envirolink within 15 days of invoice date.
- b) For additional services beyond the in-house capabilities of Envirolink, a markup of 15% will be made to all subcontractor labor and equipment, as well as purchased material, supplies and travel expenses.
- 3. ANNUAL ADJUSTMENTS

ANNUAL ADJUSTMENTS

Annual fee adjustments will be based on the Consumer Price Index (CPI), Employment Cost Index (ECI) and Producer Price Index (PPI) and will be initiated each July 1. There will not be an adjustment to the annual fee for July 1, 2019. The annual adjustment will begin on July 1, 2020 and will not exceed 5% for each individual annual adjustment thereafter.

- a) CPI shall be used for all non-labor and chemical related expenses
- b) ECI shall be used for personnel related expenses
- c) PPI shall be used for chemical related expenses



4. TASK ORDER AUTHORIZATION FOR ADDITIONAL WORK

All additional work under this Agreement, except for emergency situations, must be pre-approved and authorized by a an authorized representative of the Owner.



EXHIBIT E

ENVIROLINK PREFERRED CLIENT RATE SCHEDULE FOR ADDITIONAL SERVICES

	Envirolink 2018 Labor Rates				
Line	Position	Hot	ırly Rate*		
1	Director of Utility	\$	175.00		
2	Senior Project Manager	\$	100.00		
3	Project Manager	\$	85.00		
4	Executive Assistant	\$	55.00		
5	Office/Billing Manager	\$	50.00		
6	Office Assistant	\$	35.00		
7	Inspector	\$	65.00		
8	Serviceperson II - Foreman	\$	46.00		
9	Serviceperson I - Skilled	\$	42.00		
10	Laborer	\$	37.00		
11	Grade A – Water	\$	67.00		
12	Grade B – Water	\$	57.00		
13	Grade C – Water	\$	47.00		
14	Cross Connection Operator	\$	50.00		
15	Senior Laboratory Technician	\$	50.00		
16	Laboratory Technician	\$	40.00		
17	Analyst	\$	37.00		
18	Driver	\$	35.00		
19	Grade IV - Wastewater	\$	75.00		
20	Grade III – Wastewater	\$	60.00		
21	Grade II – Wastewater	\$	52.00		
22	Grade I – Wastewater	\$	47.00		
23	Spray Irrigation System Operator	\$	53.00		
24	Physical/Chemical Operator II	\$	55.00		
25	Physical/Chemical Operator I	\$	50.00		
26	Subsurface Operator	\$	55.00		

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27	Land Application Operator	\$	55.00			
Hourly rate applies while on site. Travel billed at 80% of hourly rate.						
Ann	* Annual rates provided via separate quote					

Envirolink 2018 Unit Pricing Rates				
7	2018			
Service (includes labor)	Rate	Per		
Lateral Camera	\$ 2.10	ft		
Mainline Camera (Readily accessible)	\$ 1.20	ft ^{1, 2}		
Mainline Camera (Not Readily accessible)	\$ 4.00	ft ^{1, 2}		
Jet & CCTV	\$ 1.65	ft ^{1, 2}		
Rodding	\$ 2.75	ft		
Smoke Testing	\$ 0.35	ft		
Manhole Inspections	\$ 45.00	manhole		
GPS Locating with Attribute data collection	\$ 7.50	feature		
Flow Test	\$ 250.00	Hydrant		
Backflow Certification Testing	\$ 90.00	BFP		
First Response for Emergency Response ²	\$ 250.00	Response		
Emergency Repairs/Corrective Action ^{3,4}				

- 1. For projects greater than 1,000 ft and 12" or less diameter
- 2. If site more than 50 miles from Raleigh, NC, then mobilization & per diem apply
- 3. Billed based on T&M per labor and equipment rates.
- 4. Subcontracted services billed at cost + 15%



	Er	virolink 2018 E	quipment Rate	5	1
		0-30 mile	31-60 mile	61-90 mile	91-120 mile
Mobilization		\$ 75.00	\$ 150.00	\$ 200.00	\$ 250.00

Equipment	Rate	Per
Rubber Tire Backhoe	\$ 150.00	day
Excavator	\$ 200.00	day
Operator Truck	\$ 55.00	day
Maintenance Truck •	\$ 65.00	day
Crane Truck (3 ton)	\$ 120.00	day
Combination Truck	\$ 150.00	hour
Vacuum Truck	\$ 95.00	hour
Mainline Camera	\$ 110.00	hour
Push Camera	\$ 45.00	hour
Flow Monitoring - Sewer	\$ 25.00	day
Manhole Inspection	\$ 35.00	manhole
Leak Detection	\$ 75.00	day
BFP Certification	\$ 90.00	unit
Confined Space Entry	\$ 75.00	entry
2" Trash Pump	\$ 30.00	day
3" Trash Pump	\$ 55.00	day
4" Trash Pump	\$ 185.00	day
140 kw Generator	\$ 100.00	day
Air Compressor	\$ 90.00	day
Street Sweeper	\$ 20.00	hour
Leaf Truck	\$ 95.00	day
Chipper	\$ 110.00	day
Hydrant Flow Test	\$ 300.00	test
6 kw Generator	\$ 45.00	day
Jetter	\$ 150.00	hour
Rodder	\$ 175.00	hour
Support Hose and PPE	\$ 135.00	day
CFE PPE & Equipment	\$ 75.00	day
Smoke Testing Equipment	\$ 35.00	day
GPS Unit	\$ 35.00	day





Contract #

Original Contract # 1467

Requisition # 1432

Original PO# <u>20191245</u>

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN COUNTY OF CURRITUCK AND ENVIROLINK. INC.

THIS FIRST AMENDMENT to Independent Contractor Agreement Contract made and entered into this 27 day of August, 2019 by and between the County of Currituck, North Carolina, a body corporate and politic easting pursuant to the laws of the State of North Carolina (the "County") and Envirolink, Inc., a North Carolina corporation existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

WITNESSETH:

WHEREAS, County and Contractor entered into an agreement effective 21st day of December. 2018 (the "Contract"), for the Contractor to provide certain services related to the certain utility operation, management and maintenance services for the Moyock Wastewater Treatment Plant; and

WHEREAS, County and Contractor have determined that modification of the Independent Contractor Agreement is desirable;

NOW, THEREFORE it is mutually agreed as follow

- 1. Section 1 of the Contract is rewritten to read as follows:
 - 1. Scope of Work. Contractor agrees to perform the following additional services at the Moyock Regional WWTP identified in Exhibit A of the original Independent Contractor Agreement for County:



Operate two -60,000 gallons per day Mobile MBR wastewater plants at the site of the existing Moyock Regional WWTP for the period of time outlined in the Equipment Lease. (hereinafter "the Service").

- 2. Section 2 of the Contract is rewritten to read as follows:
 - 2. <u>Compensation.</u> Based on the original Independent Contractor Agreement. No additional compensation will be made for operation of the Mobile MBR wastewater plants.
- 3. Section 5.1 of the Contract to add the following statement:
 - 5.1 <u>Term</u>. Mobile MBR wastewater plant will be utilized until Moyock Regional WWTP repairs are made.
- 4. Exhibit B Envirolink Scope of Work of the Contract to add the following statement:

 Section 2.2 add the following additional bullet item:
 - The contractor shall be solely responsible for fines and penalties resulting from the Mobile MBR wastewater plants operation or performance.
- 4. Exhibit C Owners Responsibility of the Contract to add the following statement:

<u>Third Bullet</u> – Change to "Rehabilitative and Correction of substandard conditions except those associated with the Mobile MBR wastewater plants".

<u>Sixth Bullet</u> – Add the following sentence: "Contractor shall be responsible for labor, parts and equipment associated with replacement and repairs to the Mobile MBR wastewater plants.

5. Except as amended herein, the terms and conditions of the Agreement shall remain in effect.

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In Testimony Whereof, the parties have exec	uted this First Amendment to Independent
Contractor Agreement in duplicate originals this the	e 27 day of August , 2019.
ATTEST: By Lean Walton, Clerk to the Board Of Commissioners	COUNTY OF CURRITUCK By: Lon (SEAL) Ben Stikeleather, County Manager
ATTEST:	ENVIROLINK, INC.
By: (M M C/). Carr Mc Gurbs Chief Overating Officer & General Course	By: Michael J. Myers, President

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

Indiret Prunkley
Sandra Hill, Finance Office, Spuly

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10 20200760 Contract # 1860

REGUISITION # 873



EQUIPMENT LEASE

This Equipment Lease (hercinafter referred to as the "Lease") is made as of this 29 day of August . 2019 by and between Envirolink, Inc, a North Carolina Corporation, located in Wake County, North Carolina (hereinafter collectively called "Lessor") and Currituck County, (hereinafter called "Lessee" or "County"). In this Lease, Lessor and Lessee are referred to collectively as the "Parties" and individually as a "Party".

Witnesseth

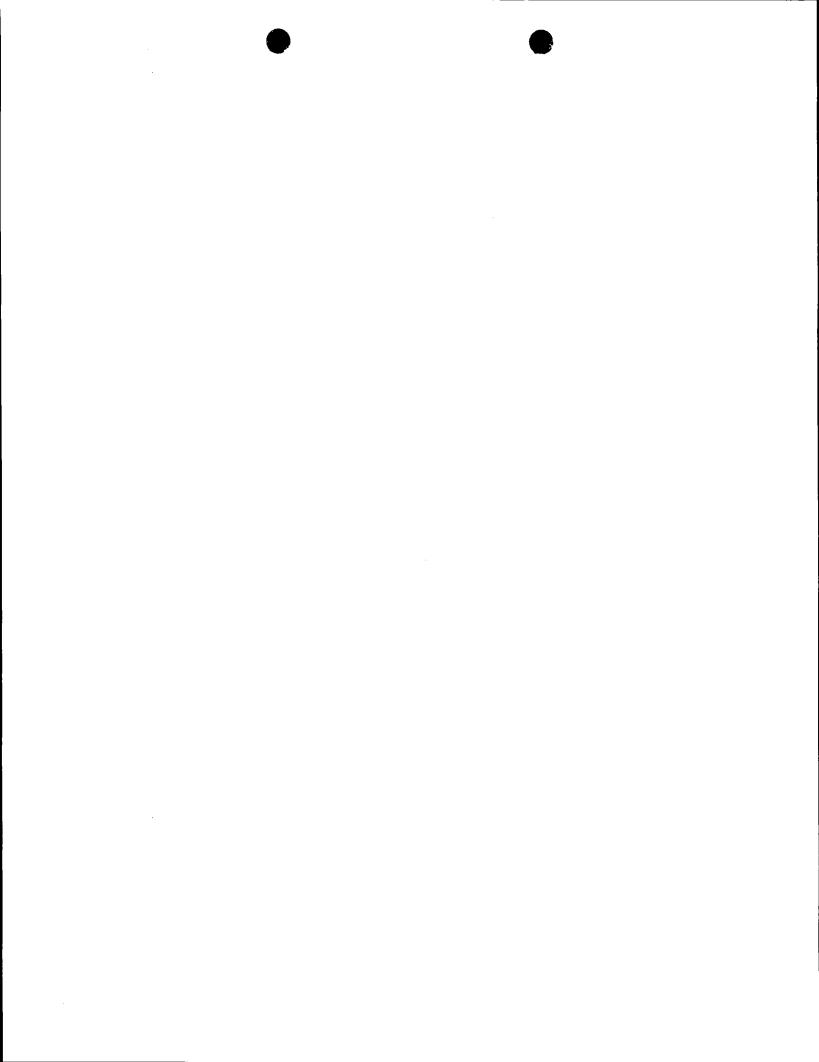
WHEREAS, Lessor is a North Carolina Corporation in the State of North Carolina, and it is in the business of providing water and wastewater operation and maintenance services to its clients; and

WHEREAS, Lessor owns certain tangible property that is used in connection with its Water and Wastewater Services; and

WHEREAS, Lessee desires to rent certain equipment from Lessor, and Lessor desires to rent such equipment to Lessee; and

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and the payment of the rent as herein provided for, the Parties hereto agree as follows:

- 1. <u>Property Leased</u>. Lessor herby rents to Lessee the tangible property that is listed on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to collectively as the "Equipment"). Any such Equipment requiring registration and licensing by the North Carolina Department of Motor Vehicles listed on Exhibit A is referred to specifically as the "Vehicle Equipment".
 - 1a. <u>Use of Equipment</u>. Lessor is granted unrestricted exclusive use of equipment.
- 2. Term. The Lease will commence on the day the equipment is put in operation, and Lessor shall turn the Equipment over to Lessee in one year. The initial term of this Lease shall be for a period of one (1) Year and ending on the first (1st) anniversary of the lease date (hereinafter referred to as the "Initial Term"). Thereafter, this Lease shall be automatically renewed for an additional term of one (1) year (hereinafter referred to as the "Renewal Term"), unless cancelled by either Party prior to expiration of the Initial Term. This Lease shall be automatically terminated in the event that the Currituck County Moyock Regional WWTP returns to service and achieves compliance.
- 3. Rent and Payment. Rent for the Equipment during the Initial Term of the Lease shall be as described below per month and payable on the 1st day of each month. Rent for the Equipment during the Renewal Term of the Lease shall be fixed as described below and payable on the 1st day of each month. Either party may terminate this agreement upon 10-day notice to the other party. The Rent shall be paid to Lessor at the below address or at some other place that Lessor shall designate in writing:



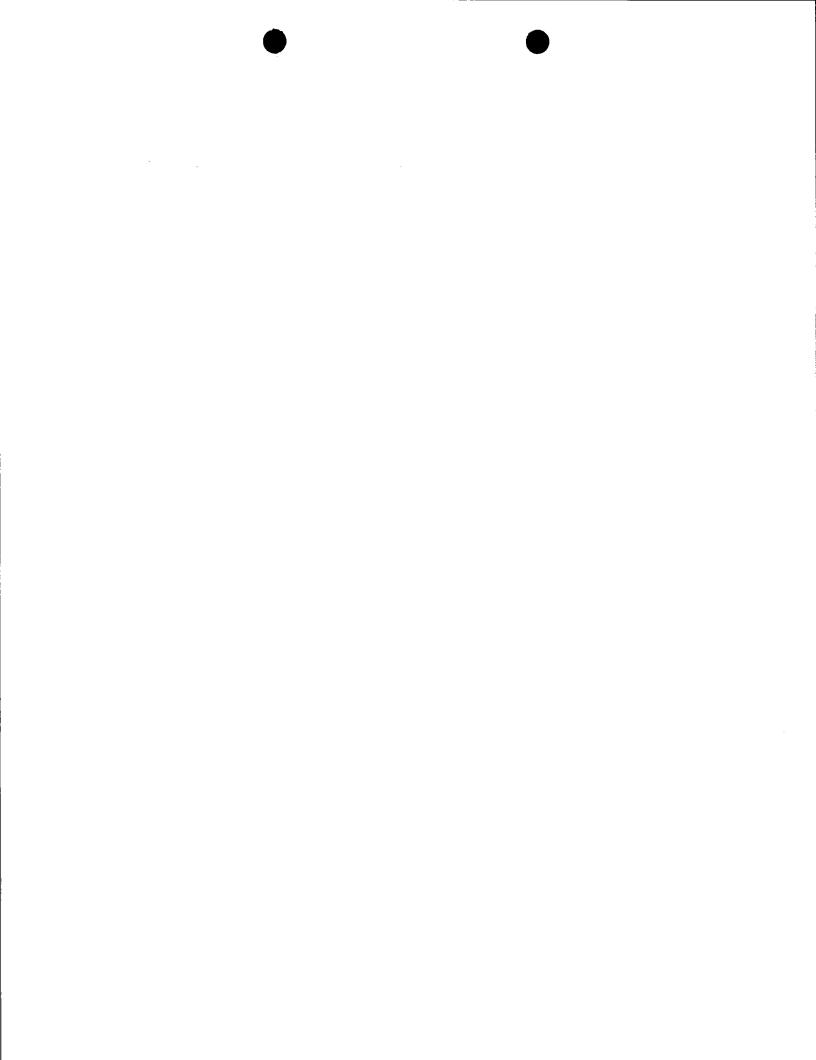
Envirolink, Inc 4700 Homewood Ct., Suite 108 Raleigh, North Carolina 27609 Tel. 252-235-4900

Upon commencement of the Lease, the Rent Payment shall be paid in accordance with the following table.

Equipment	Monthly Rent Payment	Annual Rent Payment
60,000 GPD MBR WWTP	Ten Thousand (\$10,000) per month	One hundred & Twenty Thousand (\$120,000) per year

4. <u>Equipment Use</u>.

- a. Lessee shall not use or allow the use of the Equipment for any illegal purpose or for the treatment of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Equipment confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Equipment.
- b. Lessee shall not use or allow the use of the Equipment for purposes other than its intended purposes.
- c. Lessor shall not be responsible or liable for loss to any goods or other property placed or treated by or in the Equipment.
- d. Lessee shall not use or allow the use of the Equipment outside of the United States without the prior consent of Lessor.
 - 5. Equipment Operation.
- a. The Equipment shall be operated only by safe, competent and duly licensed professionals. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid license issued in Lessee's name by the appropriate agency of the state in which Lessee resides. If Lessee's license is ever revoked or suspended, Lessee must not permit the individual to operate Equipment or notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Equipment upon ten (10) days' notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Equipment, the termination provisions of this Lease shall govern.



- b. Except as provided in Paragraph 17, Lessee and any person authorized by Lessee to operate the Equipment shall be solely responsible for individual fines and penalties resulting from this Equipment.
- 6. Expenses. Mobilization Fees. Taxes, and Other Charges. In addition to the Monthly Payment, Lessee agrees to pay: (i) all operating expenses, mobilization fees and taxes incurred in connection with the mobilizing, setting up, operation and maintenance of the Equipment, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Equipment including but not limited to chemicals, oil, grease, repairs, preventive maintenance, sludge hauling, storage, and servicing; (iii) all sales, use, and other taxes related to the Equipment. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 4 which Lessor may pay on Lessee's behalf.
- 7. Condition of Equipment. Lessor warrants to Lessee that, so long as Lessee shall not be in default of the provisions of this Lease, neither Lessor, nor any assignee or secured party of Lessor will disturb Lessee's quiet and peaceful possession of the Equipment and Lessee's unrestricted use of the Equipment during the term(s) of the Lease. Lessor further warrants that Lessor has good title to the Equipment and that the Equipment is in good condition subject to reasonable wear and tear for equipment for similar age and fit for its intended use. Lessor hereby appoints Lessee as Lessor's agent to assert, during the term(s) of this Lease, any right that Lessor may have to enforce manufacturer's warranties, if any.
 - 8. <u>Maintenance. Repair. Damage. Loss. Theft. Destruction and Settlement.</u> Except as provided in Paragraph 17:
- a. Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Equipment. Lessor agrees to keep the Equipment in efficient working order and repair.
- b. The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Equipment shall be borne by Lessor.
- c. If the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Equipment for disposal. If the Equipment is not available to Lessee for redelivery to Lessor, then Lessee shall pay to Lessor the termination value of the Equipment as if the Lessee had returned the Equipment on the date it was lost, stolen, destroyed or damaged beyond repair. Any insurance proceeds payable from the loss, theft, destruction or damage beyond repair of the Equipment shall be payable to Lessor and will be offset against the termination value to be paid.
- d. Lessee's obligation to make any payments under this Lease shall continue until final settlement.
- 9. Return of Equipment. Except as provided in Paragraph 17, upon return of the Equipment as provided in Section 7, Lessee authorizes Lessor to spend the sums required for normal reconditioning and inspection of the Equipment. After reconditioning and inspection, Lessor shall notify Lessee of any reconditioning requirements.



- 10. <u>Final Settlement</u>. Except as provided in Paragraph 17, the Reconditioning Estimate of the Equipment at Lease end shall be listed on the Schedule.
- 11. Return of Equipment. Except as provided in Paragraph 17, if Lessee fails to make all payments and pay for the cost of Reconditioning, Lessee agrees to return the Equipment to Lessor. Lessee agrees to return the Equipment at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Equipment in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Equipment all other documents related to possession of the Equipment.
- 12. <u>Representations and Warranties of Lessee</u>. Lessee hereby represents and warrants that, with respect to the Lease:
 - (a) The execution, delivery and performance thereof by Lessee have been duly authorized by all necessary company action;
 - (b) The individuals executing such were duly authorized to do so; and
 - (c) This Lease constitutes the legal, valid and binding agreement of the Lessee enforceable in accordance with its terms.
- 13. <u>Representations and Warranties of Lessor</u>. Lessor hereby represents and warrants that, with respect to the Lease:
 - (a) The execution, delivery and performance thereof by Lessor have been duly authorized by all necessary municipal action;
 - (b) The individual executing such was duly authorized to do so; and
 - (c) This Lease constitutes the legal, valid and binding agreement of the Lessor enforceable in accordance with its terms
 - (d) The equipment will meet effluent limits of: BOD = 10 mg/L, Ammonia = 4 mg/L, Total Nitrogen = 7 mg/l, Nitrate = 10 mg/L, Phosphorus = 3 mg/L, TSS = 15 mg/L
- 14. <u>Return of Equipment</u>. When the Lease is terminated per section 2 above; Lessor shall be responsible for the return of the Equipment to Lessor at its address set forth below or at such other address as directed by Lessor:

Envirolink, Inc 12357 Oak Ave Bailey, North Carolina 27807 Tel. 252-235-4900

15. Risk or Loss: Insurance.



- a. Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Equipment or its operation, in compliance with applicable law, but in any event not less than One Million Dollars (\$1,000,000) for any one person injured or killed, Three Hundred Thousand Dollars (\$300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars (\$50,000) for damage to property of others in any one accident.
- b. Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Equipment to Lessee. The insurance coverage shall begin on or prior to the date the Equipment is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Equipment to Lessor or Lessor's representative prior to the effective date of cancellation.
- c. During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Equipment, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.
- d. In the event the insurance coverage required is cancelled, or Lessee is unwilling or unable to obtain such insurance coverage, or Lessee is delinquent in making any premium or other payments required to keep such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay any delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.
- event that any act by an agent or employee of Lessor results in any claims, costs, expenses, damages, and liabilities, including attorney's fees, against Lessee arising out of the ownership, possession, leasing, renting, operation, control, use, maintenance, return or other disposition of the Equipment. To the extent authorized by law, Lessee agrees to indemnify and hold harmless Lessor in the event that any act by an agent or employee of Lessee results in any claims, costs, expenses, damages, and liabilities, including attorney's fees, against Lessor arising out of the ownership, possession, leasing, renting, operation, control, use, maintenance, return or other disposition of the Equipment. Each Party agrees to include the other in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall either Party be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by Lessee shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior notice has been given, except only ten (10) days notice shall be provided for non-payment of premium.

Lessor shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the Equipment, in an amount equal to 100% of the value of the Equipment's



repair or replacement. On behalf of itself and its insurance carriers, Lessor agrees to provide Lessee a waiver of subrogation.

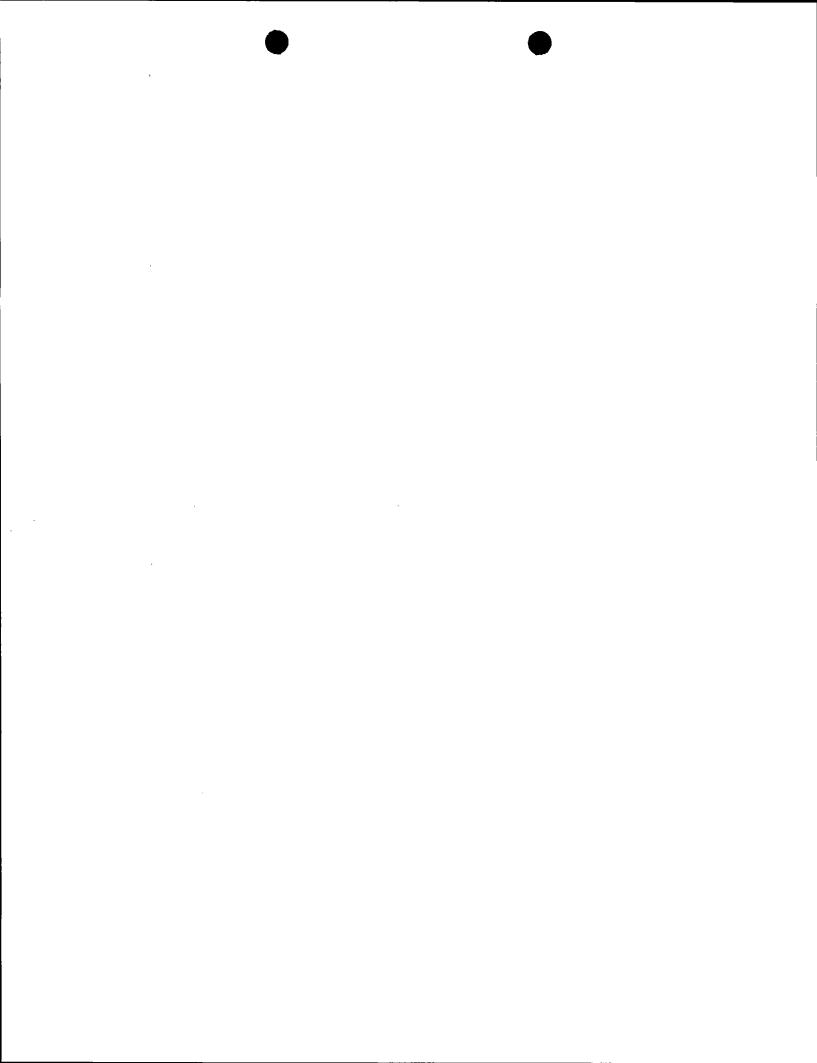
- 17. Operation & Maintenance Agreement. It is recognized that the Lessee has contracted with Envirolink for the operation and maintenance of this facility through a separate agreement. Through said agreement for operation and maintenance, Lessee has assigned certain responsibilities and liabilities. In the event of conflict between this provision and that agreement, the Agreement between the County and Envirolink for the operation and maintenance of this facility shall govern.
- 18. <u>Default</u>. In the event that Lessee fails to pay the rent for a period of ten (10) days after it is due and payable, the failure thereof shall constitute a default under this Lease. Upon the occurrence of a default of this Lease, Lessor shall have the right to pursue any remedy permitted by law or equity.
- 19. <u>Entire Agreement</u>. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between Lessor and Lessee with respect to the lease of the Equipment, other than as set forth herein, and that this Lease contains the entire agreement between Lessor and Lessee with respect thereto. This Lease may not be altered, modified or discharged except by a writing signed by the party against whom such alteration, modification or discharge is sought.
- 20. <u>No Waiver</u>. No omission or delay by Lessor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.
- 21. <u>Binding Nature</u>. This Lease shall be binding upon, and shall inure to be benefit of Lessor, Lessee, and their respective successors, legal representatives and assigns.
- 22. <u>Notices</u>. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Lessor or Lessee, as the case may be, at the following address for such party or at such changed address as may be subsequently submitted by written notice of either party.

If to Currituck County:

Currituck County 153 Courthouse Road, Suite 204 Currituck, North Carolina 27929 Tel. 252-232-2075

If to Envirolink:

Mr. J. Carr McLamb, Chief Operating Officer Envirolink, Inc. 4700 Homewood Ct., Suite 108



Raleigh, NC 27609

- 23. <u>Applicable Law</u>. This Lease shall be governed and construed for all purposes under and in accordance with the laws of the State of North Carolina.
- 24. <u>Severability</u>. In the event any one or more of the provisions of this Lease shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Lease shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- 25. <u>Counterparts</u>. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

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Date: 8/27/19

Envirolink, Inc.

Name: Michael 3 My des

Date: 8 26 19

This instrument has been preaudited in the Manner Required by the Local Government and Fiscal Control Act

Finance Officer Deputy

Currituck County, North Carolina

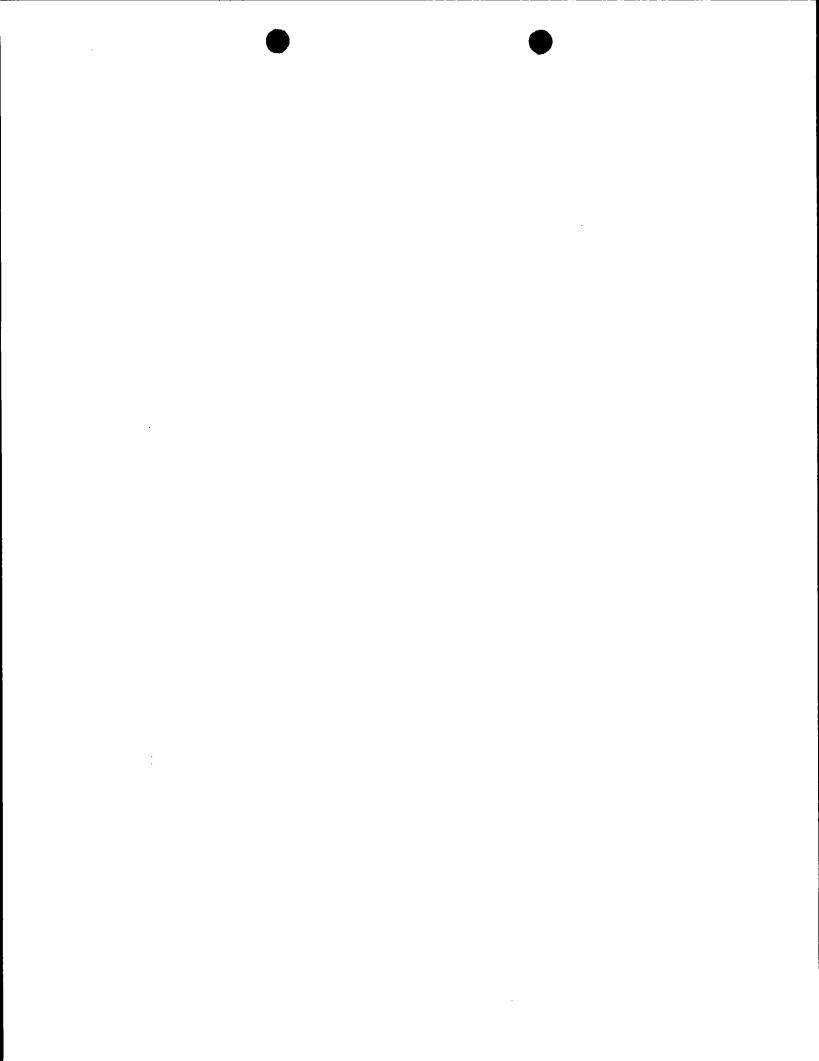
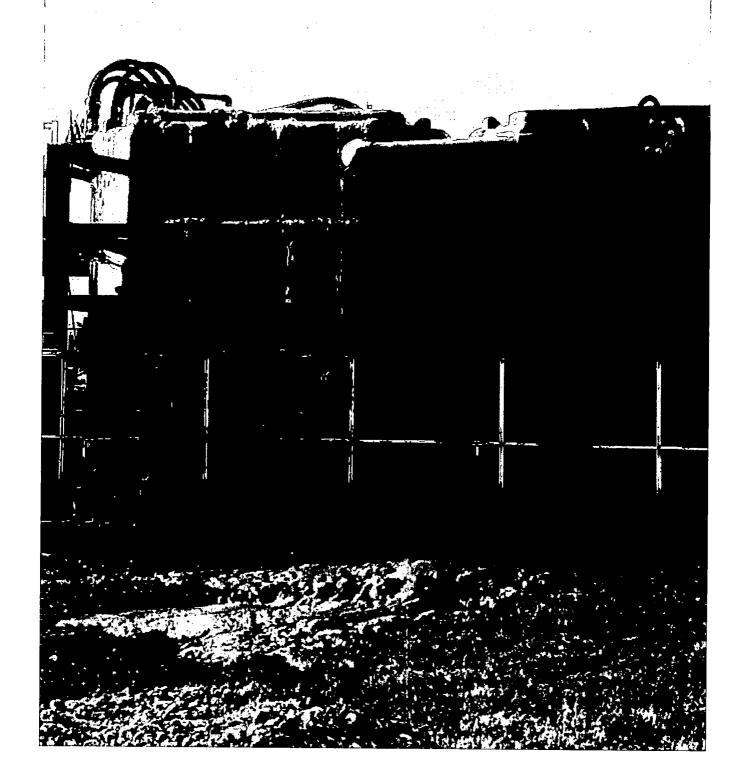


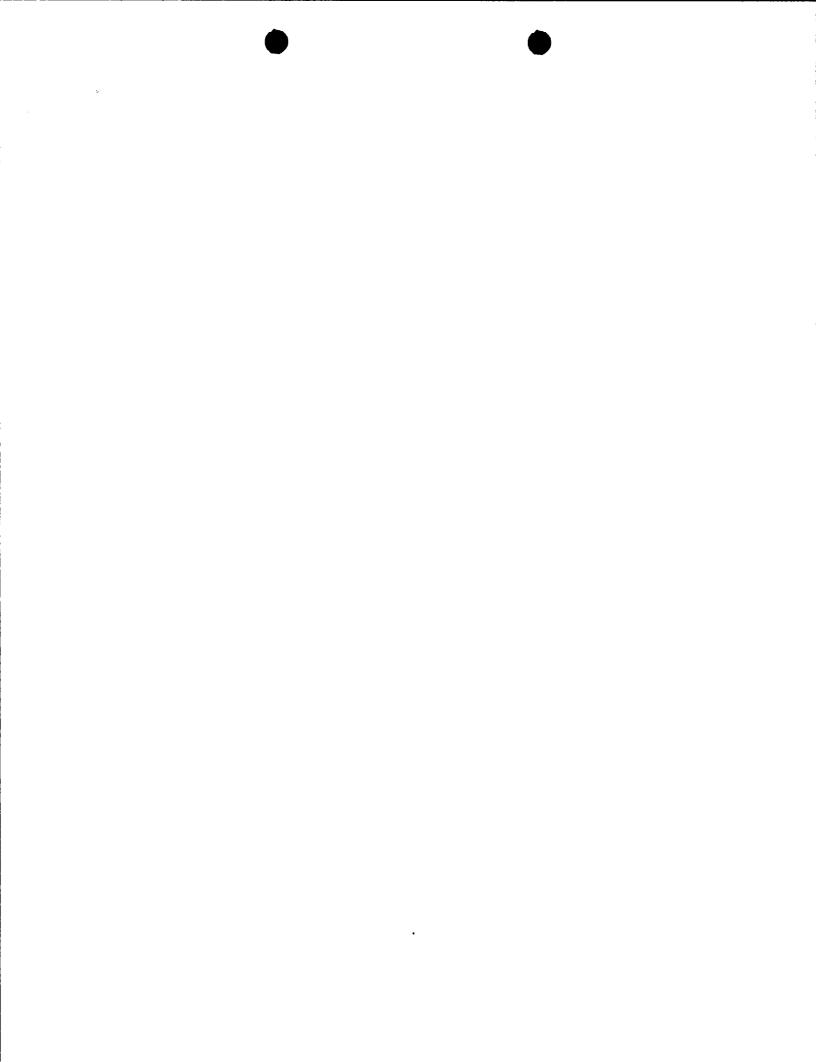
Exhibit A Listing of Equipment

- > 60,000 GPD Membrane Bioreactor WWTP consisting of the following treatment Equipment:
 - Screen: CONTEC #RBS4-T/A-ML
 - Blower: Kaeser #BB52C 5HP
 - Permeate pumps:
 - Varisco Vulcan #S04-024 5 HP
 - EQ/Recycle pump:
 - Varisco Vulcan #JE1-110 G10 2 HP
 - Liquid flowmeter:
 - ifm efector SM2601
 - Air flowmeter:
 - ifm efector SD0515
 - Pressure sensors:
 - ifm efector PG2457 & PG2409
 - MLSS: Chemitec S461S MLSS Series 50 transmitter

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BOARD OF COMMISSIONERS Michael H. Payment, Chairman Paul Beaumont, Vice-Chairman Bob White J. Owen Etheridge Mary R. Etheridge Selina S. Jarvis Kevin E. McCord

153 Courthouse Road, Suite 210 Currituck, NC 27929 Telephone (252) 232-0300 / Fax (252) 232-3551 State Courier # 10-69-17 DONALD I. MCREE, JR County Manager MEGAN MORGAN. County Attorney LEEANN WALTON Clerk to the Board

September 12, 2022

VIA CERTIFIED MAIL, RETURN RECEIPT REQUESTED

Mr. J. Carr McLamb, Chief Operating Officer and General Counsel 4700 Homewood Ct. Ste. 108
Raleigh, NC 27609
jmclamb@envirolink.com

RE: **NOTICE OF DEFAULT** First Amendment to Independent Contractor Agreement Between Currituck and Envirolink, Inc. dated August 27, 2019; Authorization to Proceed Between Currituck County and Envirolink, Inc. Dated August 21, 2019; and Equipment Lease dated August 29, 2019.

Dear Mr. McLamb:

This letter is to provide formal notice that Envirolink, Inc. is in default of the First Amendment to Independent Contractor Agreement dated August 27, 2019 (the "Amendment"), the Authorization to Proceed dated August 21, 2019 ("ATP"), and the Equipment Lease dated August 29, 2019 ("Lease"), between Currituck County ("County") and Envirolink, Inc ("Envirolink").

The Contract

Pursuant to the original Independent Contractor Agreement entered into between Currituck County and Envirolink, Inc. dated December 21, 2018 ("Contract"), Envirolink agreed to provide operation, management and maintenance of the existing Moyock Regional Wastewater Treatment Plant ("existing plant"). The goal of the existing plant was to meet effluent limits regulated by the North Carolina Environmental Management Commission.



The Amendment

The existing plant was consistently unable to meet effluent limits. The Amendment, executed on August 27, 2019, required Envirolink to operate two-60,000 gallons per day Mobile MBR wastewater plants at no additional cost to the County, other than the lease payments discussed below, until Envirolink repaired the existing plant.

The Amendment added Section 2.2, which states Envirolink shall be solely responsible for fines and penalties resulting from the mobile plants' operation and performance. The Amendment added to Exhibit C Envirolink's responsibility for labor, parts and equipment associated with replacement and repairs to the mobile plants.

Authorization to Proceed

The ATP executed by the County and Envirolink dated August 21, 2019, required Envirolink to mobilize and set up the two 60,000 gallons per day Mobile MBR wastewater plants and specified which repairs it would simultaneously make to the existing plant. In the event Envirolink could not timely meet the schedule of work attached to the ATP, the County would retain \$330 a day in liquidated damages.

The Lease

The Lease, dated August 29, 2019 provides Envirolink would lease to the County a 60,000 gallon per day Mobile MBR wastewater plant with treatment equipment for \$10,000 per month. The lease has an automatic renewal clause.

Under Section 13(d) of the Lease, Envirolink agrees the leased equipment would meet effluent limits of: BOD= 10mg/L, Ammonia= 4mg/L, Total Nitrogen= 7 mg/L, Nitrate= 10 mg/L, Phosphorus= 3 mg/L, TSS= 15 mg/L.

Breach

Envirolink is in material breach of the Amendment, ATP, and the Lease since the execution of the documents.



3 | P a g c J. Carr Lamb Envirolink, Inc. September 7, 2022

Envirolink has failed to adequately operate, repair and maintain the mobile wastewater treatment plant in a manner that is compliant with state issued permit limits. From the date the mobile plants were installed, they have failed to meet effluent limits, which is shown on the attached chart created by the County Engineer, detailing sample results of the wastewater treatment plant effluent.

Fines

Currituck County holds a North Carolina Non-Discharge Permit for the operation of an existing wastewater treatment and disposal system. According to Special Orders by Consent ("SOC") issued by the North Carolina Environmental Management Commission ("Commission"), the wastewater treatment and disposal system is not capable of consistently meeting effluent limits in the current permit due to numerous equipment failures, construction issues, and the strength of the influent wastewater being greater than what was estimated when the system was designed. The Commission issues stipulated monetary penalties for failure to comply with their deadlines to get the system in full working order to meet effluent limits, failure to meet a schedule date, failure to submit a progress report and failure to prevent runoff.

There are multiple Notices of Violation from the North Carolina Department of Environmental Quality for failure to adequately function, which is detailed in the attached table. To date, the County has paid \$371,418.88 for operation of the mobile wastewater plant and \$90,000 for rent of the equipment per the Lease to Envirolink since January of 2019. The County has withheld \$21,640.97 from payments to Envirolink for fines paid to the State. The County has paid \$31,465.38 directly to the State. On or about April, 2021, the County has stayed payment to Envirolink for its failure to perform.

Due to Envirolink's breach, the County will be unable to meet the milestones indicated in the SOC 2nd Amendment and the County is facing additional daily fines for failure to meet effluent limits.

The foregoing citation of Envirolink's failure to comply with the Amendment, ATP, and the Lease resulting in its default is of those matters known to the County as of the date of this notice. The County reserves the right to assert and provide



4 | P a g e J. Carr Lamb Envirolink, Inc. September 7, 2022

notice of Envirolink's further breach and default should those instances be identified by the County after the date of this notice.

Under the Contract, the County must give Envirolink a reasonable opportunity to correct these deficiencies. Due to the nature of the deficiencies, potential impact to the public's well-being, and the steady accrual of fines issued by the North Carolina Department of Environmental Quality, Envirolink has until September 30, 2022 to cure its default.

Sincerely,

Megan E. Morgan Megan E. Morgan County Attorney

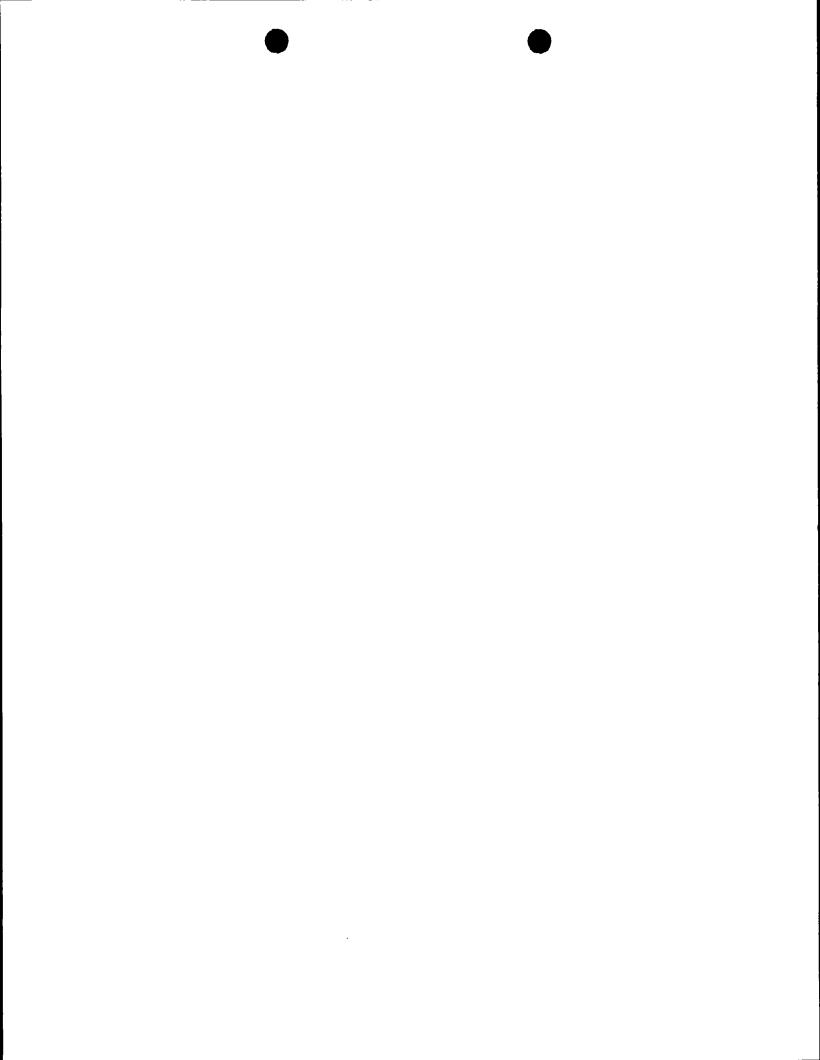
Cc: Ike McRee, County Manager Eric Weatherly, County Engineer

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WWTP SAMPLE RESULTS

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Yes 5.00 Yes 3.1.7 No 0.02 Yes 1.7146.35 Yes 2.53.0 Yes 3.1.7 No 0.02 Yes 0.29 Yes 1.7146.35 Yes 3.1.7 Yes 0.02 Yes 0.29 Yes 1.7147.3 Yes 0.02 Yes 0.29 Yes 1.737.25 Yes 1.733.25 Yes 1.733.25 <t< td=""><td>51.50</td><td>£ £</td><td>20.05</td><td>o y</td><td>30.65</td><td>0 X</td><td>21.80</td><td>9 š</td><td>0.01</td><td>ye. Yes</td><td>1.39</td><td>, ≺es</td><td>6000.00</td><td>8 :</td><td>65495.00</td><td>Yes</td></t<>	51.50	£ £	20.05	o y	30.65	0 X	21.80	9 š	0.01	ye. Yes	1.39	, ≺es	6000.00	8 :	65495.00	Yes
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NO 26.2.5 NG 21.30 NO 61.20 NO 34.85 NO 5.76 NO 1673.32 NO 45730.00 NO 41.485 NO 51.23 NO 61.20 NO 5.11 NO 2.65 NO 4459.00 NO 41.485 NO 52.45 NO 166.4 NO 5.11 NO 2.65 Yes 5.992.00 NO 50.20 NO 44.55 NO 0.15 Yes 180.00 NO 5389.00 NO 50.20 NO 44.55 NO 0.15 Yes 180.00 NO 5389.00 NO 40.10 NO 44.55 NO 0.15 Yes 180.00 NO 5389.00 NO 40.10 NO 44.55 NO 0.04 Yes 4.41 NO 1849.00 NO 7839.00 NO 40.10 NO 44.45 NO 0.04 Yes	1.00	Yes	0.00 1.	Yes	0.00	Yes :	53.10	2 :	52.70	No No	4.52	Š	9.17	Yes	43682.00	Yes
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Yes 73.20° No 28.15 No 0.07 Yes 3.07 No 1.00 Yes 771,57.00 No 20.25 No 28.35 No 6.75 No 0.00 Yes 1.10 Yes 88.32 No 85537.00 No 12.45 Yes 28.35 No 45.35 No 0.20 Yes 0.48 Yes 1.00 Yes 66761.00 No 23.05 No 28.55 No 16.50 No 0.37 Yes 1.00 Yes 66761.00 No 23.00 No 16.50 No 0.37 Yes 1.00 Yes 6676.00 No 23.00 No 23.35 No 0.00 Yes 1.01 Yes 6676.00 No 100.25 No 1.03 Yes 1.01 Yes 1.00 Yes 556.00 No 1.66.00 No 1.64 Yes <td< td=""><td>429.00</td><td>Š.</td><td>116.50</td><td>N N</td><td>36.65</td><td>No</td><td>30.55</td><td>No.</td><td>0.03</td><td>Yes</td><td>7.18</td><td>No</td><td>974.17</td><td>8</td><td>79965.00</td><td>No</td></td<>	429.00	Š.	116.50	N N	36.65	No	30.55	No.	0.03	Yes	7.18	No	974.17	8	79965.00	No
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NO 100.25 NO 12.85 NO 16.45 NO 0.34 Yes 2.16 Yes 2420.00 NO 78889.00 NO 146.00 NO 16.60 NO 26.50 NO 0.00 Yes 5.11 NO 63245.00 NO 60863.00 NO 106.00 NO 41.80 NO 56.15 NO 0.02 Yes 7.05 NO 1.00 Yes 58045.00	39.50	2 2	37.90	o :	23.70	ဍ :	23.35	Q Q	00.0	Yes	1.01	Yes	1.00	Yes	73616.00	Yes
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Yes No Yes Yes Yes Yes Yes Yes Yes Yes Yes	OZ-AON OZ-AON OZ-JOY	05-3uA 05-voN
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0 Yes 5.30 Yes 5.80 No 7.40 00 No 15.85 No 0.00 Yes 15.40 0 Yes 1.05 Yes 1.05 Yes 15.40 0 Yes 1.05 Yes 20.00 Yes 25.50 0 Yes 1.25 Yes 0.00 Yes 26.60 0 No 1.35 Yes 9.55 No 47.65 0 Yes 4.25 Yes 47.65 No 40.00 0 Yes 3.30 Yes 46.55 No 51.50 0 Yes 16.70 No 52.06 No 32.06 0 No 90.70 No 56.35 No 66.10 0 Yes 17.10 No 57.20 No 57.50	81-von 61-dot 61-ycm 61-von 01-von 01-von 01-von 10-von 11-von	10tal Ammonia



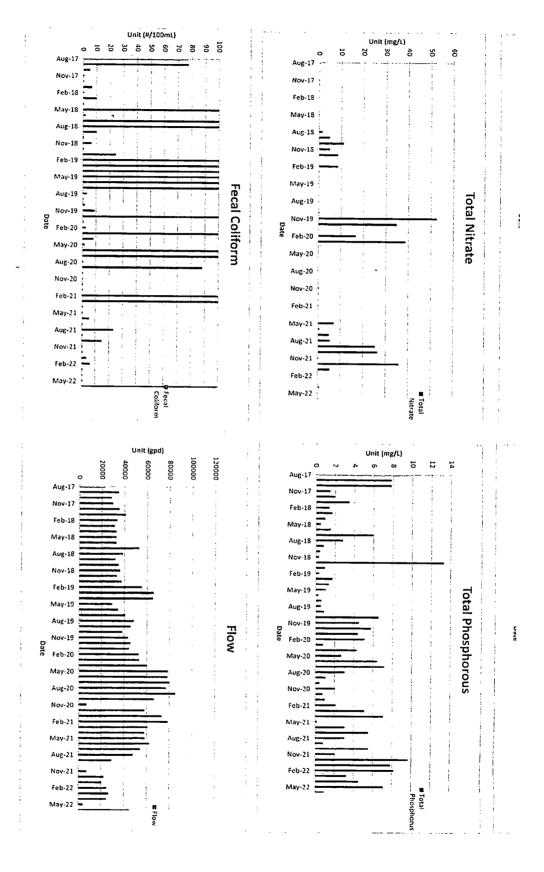




TABLE OF VIOLATIONS

CURRITUCK COUNTY SOC S17-005 3rd AMENDMENT

<u>DATE</u>	CASE NO.	TRACKING NO.	DESCRIPTION		MOUNT
4-Dec-17	-	NOV-2017-SP-0020	Did not meet modified effluent limits for July 2017 (BOD, Ammonia, Total Nitrogen, Phosphorus, TSS)	\$	2,000.00
7-Dec-17	-	NOV-2017-SP-0021	Did not meet modified effluent limits for August 2017 (BOD, Total Nitrogen, TSS)	\$	1,500.00
8-Dec-17	•	NOV-2017-SP-0022	Did not meet modified effluent limits for September 2017 (BOD, Total Nitrogen, TSS)	\$	1,500.00
9-Jan-18	SP-2018-0001	NOV-2017-SP-0020	Did not meet modified effluent limits for July 2017	\$	2,000.00
9-Jan-18	SP-2018-0002	NOV-2017-SP-0021	Did not meet modified effluent limits for August 2017	\$	1,500.00
9-Jan-18	SP-2018-0003	NOV-2017-SP-0022	Did not meet modified effluent limits for September 2017	\$	1,500.00
12-Jan-18	LV-2018-0007		Did not meet permit effluent limits for August 2017 (Fecal Coliform, Phosphorus)	\$	1,063.48
12-Jan-18	LV-2018-0008	-	Did not meet permit effluent limits for September 2017 (Fecal Coliform, Phosphorus)	\$	1,063.48
1-Feb-18	SP-2018-0005	NOV-2017-SP-0025	Did not meet modified effluent limits for October 2017	\$	2,000.00
6-Feb-18	LV-2018-0024	-	Did not meet permit effluent limits for October 2017 (Phosphorus)	\$	563.48
9-Mar-18	SP-2018-0007	NOV-2018-SP-0002	Did not meet modified effluent limits for November 2017	\$	1,500.00
13-Jun-18	SP-2018-0010	NOV-2018-SP-0004	Did not meet modified effluent limits for December 2017	Ś	500.00
13-Jun-18	SP-2018-0011	NOV-2018-SP-0005	Did not meet modified effluent limits for January 2018	Š	1,000.00
17-Jul-18	LR-2018-0011	-	Late/Missing NDAR-2 and NDMR for February 2018	\$	1,564.40
6-Aug-18	LR-2018-0013	-	Violation of limitations and/or monitoring requirements for March 2018		3,064.40
27-Sep-18	SP-2018-0013	NOV-2018-SP-0006	Did not meet July 1, 2018 date to complete restoration of treatment system	\$	500.00
19-Oct-18	PC-2018-0026	-	Late/Missing NDAR-2 and NDMR for April 2018	\$	6,064.40
30-Oct-18	-	NOV-2018-OV-0005	Operating without designated ORC and/or back-up ORC	\$	-
1-Nov-18	-	NOV-2018-LM-0081	Did not meet permit effluent limit for May 2018 (Fecal Coliform); missing parameter (pH); late/missing NDAR-2 and NDMR	\$	-
1-Nov-18	•	NOV-2018-LR-0052	Missing parameter (pH); Late/missing NDAR-2 and NDMR for June 2018	\$	-
1-Nov-18	-	NOV-2018-SP-0012	SOC Limit exceedance (BOD, Total Nitrogen, TSS) for June 2018	\$	-
1-Nov-18	•	NOV-2018-SP-0013	SOC Limit exceedance (BOD, TSS) for July 2018	\$	-
1-Nov-18		NOV-2018-SP-0014	SOC Limit exceedance (BOD, TSS) for August 2018	\$	-
7-Nov-18	-	NOV-2018-LM-0085	Did not meet permit effluent limit for July 2018 (Fecal Coliform, Phosphorous); monitoring violations (BOD, Fecal Coliform, Total Nitrogen, Nitrate, Phosphorus, TSS); missing parameters (Chloride, TDS, TOC, pH)	\$	-
7-Nov-18	-	NOV-2018-LM-0086	Did not meet permit effluent limit (Fecal Coliform); monitoring violations (pH); missing parameter (pH); ORC Violation	\$	-
27-Nov-18	SP-2018-0014	NOV-2018-SP-0010	Did not meet modified effluent limits for February 2018	\$	1,000.00
27-Nov-18	SP-2018-0015	NOV-2018-SP-0011	Did not meet modified effluent limits for April 2018	\$	1,500.00
27-Nov-18	SP-2018-0016	NOV-2018-SP-0012	Did not meet modified effluent limits for June 2018	\$	1,500.00
27-Nov-18	SP-2018-0017	NOV-2018-SP-0013	Did not meet modified effluent limits for July 2018	\$	1,000.00
27-Nov-18	SP-2018-0018	NOV-2018-SP-0014	Did not meet modified effluent limits for August 2018	\$	1,000.00
4-Jan-19	LM-2019-0003	-	Did not meet permit effluent limits For May 2018 Fecal Coliform, pH) and missing NDAR-2 & NDMR for August 2018	\$	2,585.86
4-Jan-19	LR-2019-0004	-	Parameter missing (pH); Late/missing NDAR-2 and NDMR for June 2018	\$	2,085.86



TABLE OF VIOLATIONS

CURRITUCK COUNTY SOC \$17-005 3rd AMENDMENT

<u>DATE</u>	CASE NO.	TRACKING NO.	DESCRIPTION	A	MOUNT
7-Jan-19	OV-2019-0004		No designated ORC for July 2018	\$	3,385.86
7-Jan-19	<u>-</u>	NOV-2018-PC-0476	Late/missing Ground Water Monitoring Report (GW59) for July 2018	\$	-
7-Jan-19	LM-2019-0006	-	Did not meet permit effluent limits for July 2018 (Fecal Coliform, Phosphorus); Failure to properly monitor (BOD, Fecal Coliform, Ammonia, Total Nitrogen, Nitrate, Phosphorous, TSS); Missing parameter (Chloride, TSD, TOC, pH)	\$	2,385.86
5-Feb-19	LM-2019-0010	•	SOC Limit exceedance (Fecal Coliform), monitoring violation (pH), missing parameter (pH) for August 2018	\$	585.86
11-Feb-19	•	NOV-2019-LV-0086	Limit exceedance (Ammonia) on Ground Water Monitoring Report (GW59) for November 2018	\$	-
4-Apr-19	•	NOV-2019-LV-0248	Limit exceedance (Phosphorus) for December 2018	\$	•
25-Jun-19		NOV-2019-5P-0002	Limit violation for March 2019 for BOD and TSS		
6-Dec-19		NOV-2019-SP-0009	Failure to meet deadline for mobile wwtp		
17-Dec-19	SP-2019-0004		Limit violation for March 2019	\$	1,000.00
19-Dec-19		NOV-2019-SP-000	Limit violation for April 2019 for Ammonia, TN and TSS		
19-Dec-19		NOV-2019-SP-0005	Limit violation for May 2019 for BOD		
19-Dec-19		NOV-2019-SP-0007	Limit violation for August 2019 for TN		
19-Dec-19		NOV-2019-SP-0006 NORR-2019-LV-0685	Limit violation for June 2019 for TN	_	
16-Jan-20 16-Jan-20		NOV-2019-LV-0681	Limit violation for ammonia in monitoring wells Limit violations for April 2019 for Fecal and Ammonia	<u> </u>	
16-Jan-20		NOV-2019-LV-0682	Limit violations for May 2019 for Fecal and failure to submit monitoring reports		
16-Jan-20		NOV-2019-LV-0683	Limit violations for June 2019 for Ammonia and Fecal		
16-Jan-20		NOV-2019-LV-0684	Limit violations for July 2019 for Fecal		
21-Jan-20	SP-2020-0001		Limit violations for April 2019	\$	1,500.00
21-Jan-20	SP-2020-0003		Limit violations for May 2019	\$	500.00
22-Jan-20	SP-2020-0004		Limit violations for June 2019	\$	500.00
22-Jan-20	SP-2020-0005		Limit violations for August 2019	\$	500.00
22-Jan-20	SP-2020-0002		Failure to meet deadline for mobile wwtp	\$	8,700.00
10-Feb-20	LV-2020-0069		Limit violations for March 2019 for Ammonia and Fecal	\$	245.29
10-Feb-20	LV-2020-0065		Limit violations for April 2019 for Fecal and Ammonia	\$	245.29
10-Feb-20	LV-2020-0066		Limit violations for May 2019 for Fecal and failure to submit monitoring reports	\$	245.29
10-Feb-20	LV-2020-0067		Limit violations for June 2019 for Ammonia and Fecal	\$	245.29
10-Feb-20	LV-2020-0068		Limit violations for July 2019 for Fecal	\$	245.29
20-Mar-20	<u> </u>	NOD-2020-LV-0053	Limit violations for January 2020 for BOD, Ammonia, TN, Phos and TSS		
8-Jun-20		NOV-2020-LV-0458	Limit violations for March 2020 for BOD, Ammonia, TN, Nitrate and Fecal		
30-Jun-20	LV-2020-0179		Limit violations for March 2020 for BOD, Ammonia, TN, Nitrate and Fecal	\$	1,045.29
23-Jul-20		NOV-2020-LV-0556	Limit violations for April 2020 for BOD, Ammonia, TN, Phos, TSS and Fecal		
12-Aug-20		NOV-2020-LV-0039	Limit violations for May 2020 BOD, Ammonia, TN and TSS		
27-Aug-20		NOV-2020-PC-0387	Inspection on August 19, 2020 violations for infiltration basin freeboard and tertiary filters being bypassed		
8-Sep-20	LV-2020-0235		Limit violations for April 2020 for BOD, Ammonia, TN, Phos, TSS and Fecal		1546.35
8-Sep-20		NOV-2020-LV-0643	Limit violations for June 2020 for BOD, Fecal, Ammonia, TN, Phosand TSS		

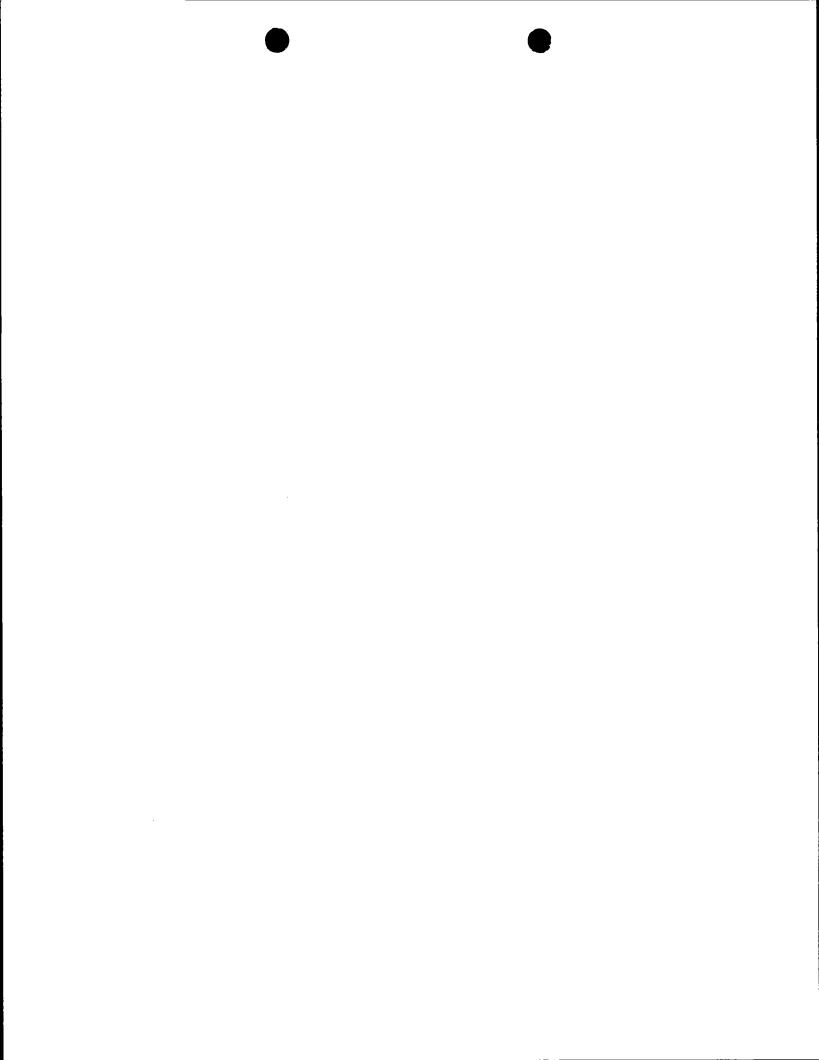
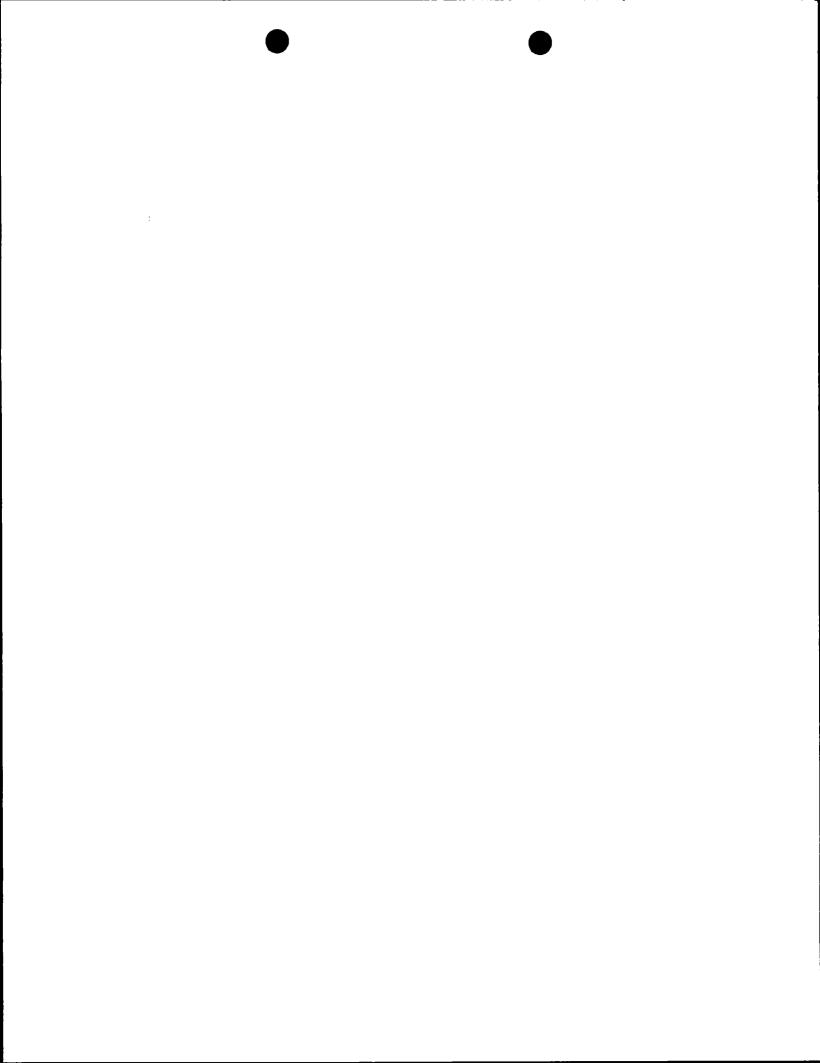


TABLE OF VIOLATIONS

CURRITUCK COUNTY SOC S17-005 3rd AMENDMENT

DATE	CASE NO.	TRACKING NO.	DESCRIPTION	į	AMOUNT
2-Oct-20	LV-2020-0283		Limit violations for May 2020 BOD, Ammonia, TN and TSS	\$	1,046.35
6-Oct-20		NOV-2020-LV-0727	Limit violations for July 2020 for BOD, Ammonia, TN, TSS, Fecal and Phos	L	
13-Nov-20	LV-2020-0344		Limit violations for June 2020 for BOD, Fecal, Ammonia, TN, Phos and TSS	\$	1,546.35
10-Dec-20	LV-2020-0359		Limit violations for July 2020 for BOD, Fecal, Ammonia, TN, Phos and TSS	\$	1,546.35
15-Dec-20		NOV-2020-PC-0537	Late/Missing NDAR-2 and NDMR for August 2020	┖	
29-Jan-21		NOV-2021-LV-0067		↓_	
1-Mar-21		NOV-2021-LV-0128	Limit violations for Dec 2020 for BOS, Ammonia, TN and TSS		
2-Mar-21	LV-2021-0055		Limit violations for Oct 2020 for BOD, Ammonia and TN	\$	983.85
3-Mar-21		NOV-2021-LM-0013	Limit violations for August 2020 for Ammonia, TN, Phos and TSS		
3-Mar-21		NOV-2021-LV-0135	Limit violations for September 2020 for BOD, Fecal, Ammonia, TN and TSS		
26-Mar-21	LV-2021-0078		Limit violations for Nov 2020 for BOD, Ammonia, TN and TSS	\$	1,296.35
8-Apr-21		NOV-2021-LV-0246	Limit violations for Jan 2021 for BOD, Fecal, Ammonia, TN and TSS	L	
12-Apr-21	LM-2021-0012		Limit violation for August 2020 for Ammonia, TN, Phos, TSS and ph	\$	983.85
14-May-21	LV-2021-0127		Limit violation for Sept 2020 for BOD, Ammonia, TN, TSS and Fecal	\$	1,608.85
19-May-21		NOV-2021-LV-0376	Limit violations for Feb 2021 for BOD, Ammonia, TN, TSS and Fecal		
1-Jun-21		NOV-2021-LV-0413	Limit violations for March 2021 for BOD, Fecal, Ammonia, TN, Phosand TSS		
14-Jun-21	LV-2021-0142		Limit violations for Jan 2021 for BOD, Ammonia, TN, TSS and Fecal	\$	2,546.35
16-Jun-21		NOV-2021-LM-0046	Limit violations for April 2021 for BOD, Ammonia, TN, Phos, TSS, Fecal and Frequency violation for pH		
21-Jul-21	LV-2021-0179		Limit violations for Feb 2021 for BOD, Ammonia, TN, TSS and Fecal	\$	2,546.35
23-Jul-21		NOV-2021-LV-0545	Limit violation for May 2021 for TN		
18-Aug-21		NOV-2021-LM-0072	Limit violation for June 2021 for Ammonia, TN and Phos and Frequency violation for pH		
23-Aug-21	LV-2021-0235		Limit violations for March 2021 for BOD, Ammonia, TN, Phos, TSS and Fecal	\$	3,146.35
13-Sep-21	LM-2021-0029		Limit violations for April 2021 for BOD, Ammonia, TN, Phos, TSS and Fecal	\$	3,596.35
26-Oct-21	LV-2021-0301		Limit violation for May 2021 for TN	\$	546.35
27-Oct-21		NOV-2021-LM-0099	Limit violation for July 2021 for TN, Phos and TSS, Frequency violation for pH and Reporting violation for Choride and TDS		
1-Nov-21		NOV-2021-LV-0815	Limit violation for Aug 2021 for Fecal, TN and Phos		
9-Nov-21		NOV-2021-SP-0004	Failure to submit progress report Oct 31, 2021		
18-Nov-21	LM-2021-0048		Limit violations for June 2021 for Ammonia, TN and Phos. Failure to monitor pH	\$	1,546.35
29-Nov-21	SP-2021-0014		Failure to submit progress report Oct 31, 2021	\$	1,000.00



	 	T	ABLE OF VIOLATIONS	
		CURRITUCK COL	JNTY SOC S17-005 3rd AMENDMENT	
<u>DATE</u>	CASE NO.	TRACKING NO.	DESCRIPTION	AMOUNT
7-Dec-21		NOV-2021-LM-0115	Limit violations for Sept 2021 for TN, Nitrate, TSS and Fecal. Monitoring violations for BOD, Fecal, Ammonia, TKN, Nitrate, TN, Phos and TSS	
4-Jan-22		NOV-2021-LV-0946	Limit violations for Oct 2021 for BOD, Nitrate, TN, Phos and Fecal	
5-Jan-22	LM-2022-0001		Limit violations for July 2021 for TN, Phos and TSS. Failure to monitor pH	\$ 1,646.35
19-Jan-22	LV-2022-0023		Limit violations for August 2021 for TN, Phos and Fecal	\$ 1,546.35
9-Feb-22	LM-2022-0007		Limit violations for Sept 2021 for TN, Nitrate, TSS and Fecal. Failure to monitor BOD, Fecal, Ammonia, TKS, Nitrate, TN, Phos and TSS	\$ 2,796.35
8-Mar-22	LV-2022-0068		Limit violations for Oct 2021 for BOD, Nitrate, TN, Phos, TSS and Fecal	
9-Mar-22		NOV-2022-LV-0126	Limit violations for Nov 2021 for BOD, Nitrate, TN, Phos and TSS	\$ 2,553.06
5-Apr-22	LV-2022-0096		Limit violations for Nov 2021 for BOD, Nitrate, TN, Phos and TSS	\$ 2,553.06
13-May-22		NOV-2022-LV-0323	Limit violations for Jan 2022 for Ammonia, TN and Phos	
6-Jun-22		NOV-2022-PC-0311	Missing NDAR and NDMR for Dec 2021	
6-Jul-22		NOV-2022-LV-0443	Limit violations for March 2022 for Ammonia, TN, Phos and TSS	
20-Jul-22	LV-2022-0185		Limit violations for Jan 2022 for Ammonia, TN, Phos and TSS	\$ 1,553.06

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BOARD OF COMMISSIONERS Michael H. Payment, Chairman Paul Beaumont, Vice-Chairman Bob White J. Owen Etheridge Mary R. Etheridge Selina S. Jarvis Kevin E. McCord

153 Courthouse Road, Suite 210 Currituck, NC 27929 Telephone (252) 232-0300 / Fax (252) 232-3551 State Courier # 10-69-17 DONALD I. MCREE, JR County Manager MEGAN MORGAN. County Attorney LEEANN WALTON Clerk to the Board

September 26, 2022

Mr. Michael Myers VIA EMAIL mmyers@envirolink.com

RE: September 22, 2022 Meeting

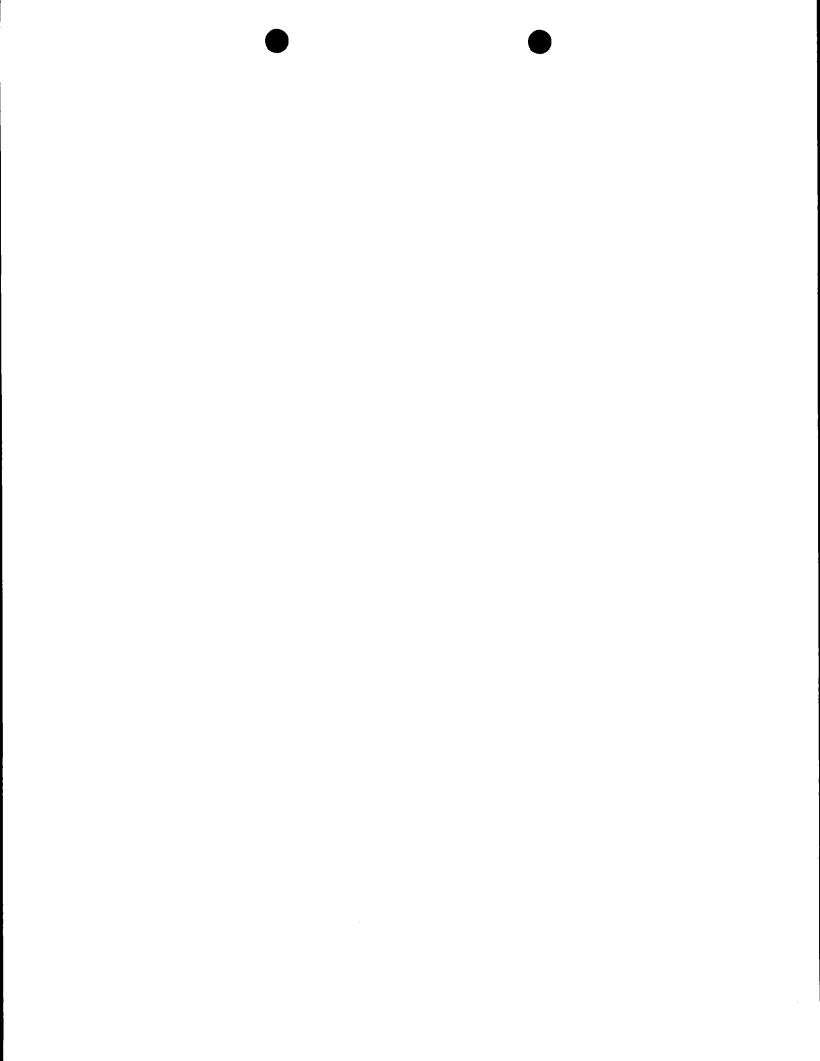
Dear Mr. Myers:

This letter is to commemorate our meeting last week regarding Envirolink's operation of the Moyock mobile wastewater treatment plant and how we are going to proceed moving forward. Both parties agree Envirolink has failed to meet effluent limits since it started operations in January of 2019, whether it was through the existing plant or mobile plants.

I have reviewed the original agreement to determine whether Envirolink is entitled to any compensation the County has been withholding due to Envirolink's failure to meet effluent limits and consistent fines issued by the North Carolina Department of Environmental Quality. In my opinion, Envirolink is not entitled to payments from the County because it has not properly maintained the existing wastewater treatment plant and has not adhered to several key provisions in the original agreement, such as:

- Preventative maintenance as per manufacturer recommendations or Envirolink standard operating procedures;
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendations

Additionally, we discussed whether Envirolink was required to provide 60,000 gallons per day or 120,000 gallons per day. The Authorization to Proceed entered into by the County and Envirolink required Envirolink to set up two 60,000 gallons per day temporary mobile wastewater treatment plants, which was paid for by the County in the amount of \$75,000. The



First Amendment to the Independent Contractor Agreement between the County and Envirolink ("the Amendment") required Envirolink to "operate two- 60,000 gallons per day Mobile MBR wastewater treatment plants at the site of the existing Moyock Regional WWTP for the time period outlined in the Equipment Lease." The Equipment Lease stated the County was leasing one 60,000 gallon per day MBR wastewater treatment plant but clearly states in Section 17:

Operation & Maintenance Agreement. It is recognized that the Lessee has contracted with Envirolink for the operation and maintenance of this facility through a separate agreement. Through said agreement for operation and maintenance, Lessee has assigned certain responsibilities and liabilities. In the event of conflict between this provision and that agreement, the Agreement between the County and Envirolink for the operation and maintenance of this facility shall govern (Emphasis added).

Therefore, Envirolink was required to operate both 60,000 gallons per day MBR wastewater treatment plants for a total of 120,000 gallons per day, despite Envirolink's position to the contrary.

Lastly, you mentioned there was an issue with pH levels at the plant, which could be the reason Envirolink has consistently failed to meet limits. Please provide the operator logs or bench sheets that records all operational adjustments and maintenance activities as required by the original agreement. The County has reviewed samplings from the past three months on the bench sheets located at the site. The pH level was not recorded every day; however, most days it was recorded and showing readings between 6-9. There were no readings of 4 or 5. Also, the pH levels reported by Envirolink to the state reported the same: levels at the appropriate level of 6-9 and not 4-5.

Notwithstanding the foregoing that there appears to be no issue with the pH and it is highly unlikely someone is "dumping" on this system, both parties did agree Envirolink has until October 31, 2022 to correct the deficiency with effluent limits.

Sincerely,

Megan E. Morgan County Attorney

Mogan F. Morgan

Cc: Ike McRee, County Manager Eric Weatherly, County Engineer







BOARD OF COMMISSIONERS Michael H. Payment, Chairman Paul Beaumont, Vice-Chairman Bob White J. Owen Etheridge Mary R. Etheridge Selina S. Jarvis

Kevin E. McCord

153 Courthouse Road, Suite 210 Currituck, NC 27929 Telephone (252) 232-0300 / Fax (252) 232-3551 State Courier # 10-69-17 DONALD I. MCREE, JR County Manager MEGAN MORGAN. County Attorney LEEANN WALTON Clerk to the Board

November 2, 2022

Envirolink, Inc.
ATTN: James Hash, Esq.
VIA EMAIL AND CERTIFIED MAIL
Everett Gaskins Hancock LLP
220 Fayetteville Street
P.O. Box 911
Raleigh, North Carolina 27602
james@eghlaw.com

RE: NOTICE OF IMMINENT DEFAULT

Dear Mr. Hash:

This letter service as our Notice of Imminent Default to Envirolink, Inc. pursuant to Section 5.2.2. of the Independent Contractor Agreement ("Agreement") between Currituck County and Envirolink dated December 21, 2018. The County and Mike Myers agreed at our last meeting Envirolink would have until October 31, 2022 to correct the deficiency of failing to meet effluent limits. As the submittal to the Non-Discharge Monitoring Report for October limits is not required until the end of the month, I assume Envirolink did not meet limits this past month as well based on its historical inability to do so, unless you have evidence to the contrary.

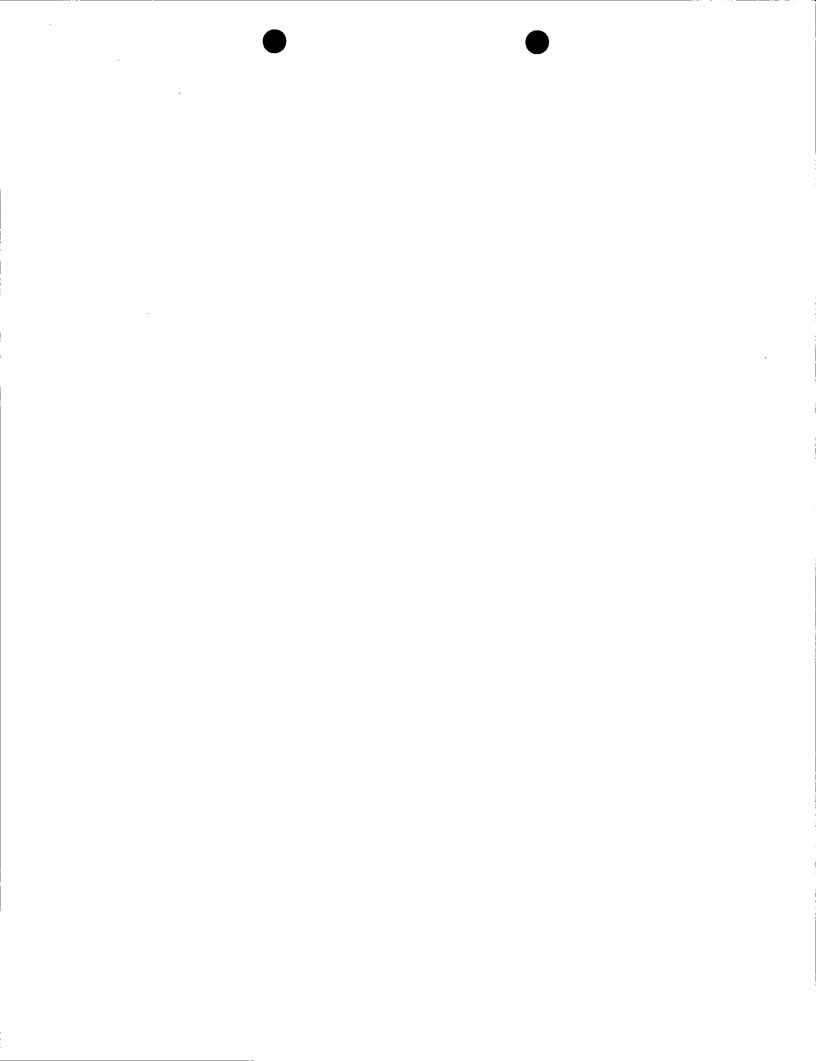
Since this deficiency has not been corrected within the agreed upon time, the County is providing Envirolink with a period of forty-five (45) days within which to meet effluent limits per section 5.2.2. of the Agreement.

Sincerely,

Megan E. Morgan County Attorney

gan E. Morgan

Cc: Ike McRee, County Manager Eric Weatherly, County Engineer











BOARD OF COMMISSIONERS
Bob White, Chairman

Selina Jarvis, Vice-Chairman Paul Beaumont J. Owen Etheridge Mary Etheridge Kevin E. McCord Michael H. Payment 153 Courthouse Road, Suite 210 Currituck, NC 27929

Telephone (252) 232-0300 / Fax (252) 232-3551 State Courier # 10-69-17 DONALD I. MCREE, JR County Manager

MEGAN E. MORGAN County Attorney

LEEANN WALTON Clerk to the Board

December 21, 2022

Envirolink, Inc.
ATTN: James Hash, Esq.
VIA EMAIL AND CERTIFIED MAIL
james@eghlaw.com
Everett Gaskins Hancock LLP
220 Fayetteville Street
P.O. Box 911
Raleigh, NC 27602

RE: DECLARATION OF DEFAULT

Dear Mr. Hash:

This letter serves as our Declaration of Default to Envirolink, Inc., thereby notifying you the contracts between Currituck County and Envirolink for operation of the Moyock Regional Wastewater plants and/or mobile plants are immediately terminated. The forty-five (45) day time period for Envirolink to correct the deficiencies in their operation of wastewater treatment has expired on December 19, 2022, which have not been corrected. In fact, they have worsened. The County just received an additional Notice of Violation from the state that on November 17, 2022 state inspectors witnessed at the plant sewage flowing over the mobile plant into a culvert connected to waters of the state. Additionally, the mobile plants have been offline for a period of time without any notice to the state, as is required. Limits continue to not be met.

Please notify your client it must immediately discontinue providing its wastewater treatment services to the county and vacate the premises including all its equipment less any equipment owned by the county.

Sincerely,

Megan E. Morgan Megan E. Morgan

Currituck County Attorney

Cc:

Ike McRee, County Manager Eric Weatherly, County Engineer Will Rumsey, Utilities Director

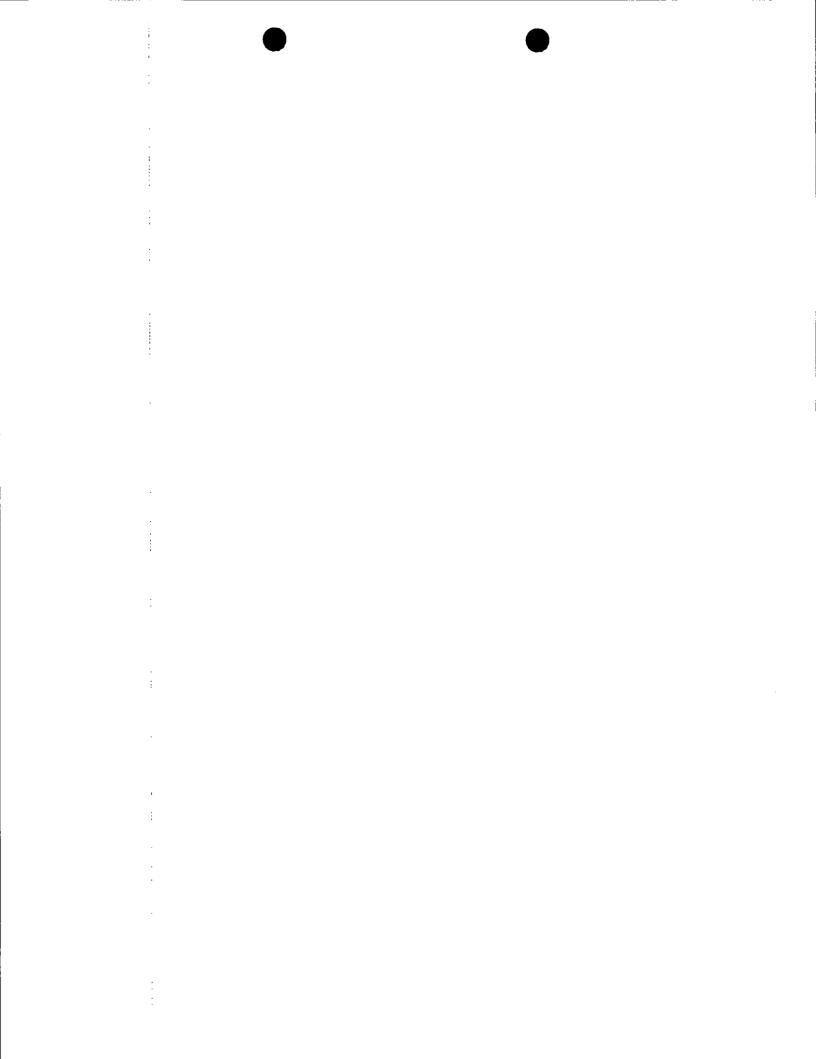
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Moyock Regional Wastewater Treatment Plant

Updated June 9, 2023

<u>DATE</u>	CASE NO.	TRACKING NO.	DESCRIPTION	į	<u>TMUOMA</u>
4-Dec-17	-	NOV-2017-SP-0020	Did not meet modified effluent limits for July 2017 (BOD, Ammonia, Total Nitrogen, Phosphorus, TSS)	\$	2,000.00
7-Dec-17	-	NOV-2017-SP-0021	Did not meet modified effluent limits for August 2017 (BOD, Total Nitrogen, TSS)	\$	1,500.00
8-Dec-17	-	NOV-2017-SP-0022	Did not meet modified effluent limits for September 2017 (BOD, Total Nitrogen, TSS)	\$	1,500.00
9-Jan-18	SP-2018-0001	NOV-2017-SP-0020	Did not meet modified effluent limits for July 2017	\$	2,000.00
9-Jan-18	SP-2018-0002	NOV-2017-SP-0021	Did not meet modified effluent limits for August 2017	\$	1,500.00
9-Jan-18	SP-2018-0003	NOV-2017-SP-0022	Did not meet modified effluent limits for September 2017	\$	1,500.00
12-Jan-18	LV-2018-0007	-	Did not meet permit effluent limits for August 2017 (Fecal Coliform, Phosphorus)	\$	1,063.48
12-Jan-18	LV-2018-0008	-	Did not meet permit effluent limits for September 2017 (Fecal Coliform, Phosphorus)	\$	1,063.48
1-Feb-18	SP-2018-0005	NOV-2017-SP-0025	Did not meet modified effluent limits for October 2017	\$	2,000.00
6-Feb-18	LV-2018-0024	•	Did not meet permit effluent limits for October 2017 (Phosphorus)	\$	563.48
9-Mar-18	SP-2018-0007	NOV-2018-SP-0002	Did not meet modified effluent limits for November 2017	\$	1,500.00
13-Jun-18	SP-2018-0010	NOV-2018-SP-0004	Did not meet modified effluent limits for December 2017	\$	500.00
13-Jun-18	SP-2018-0011	NOV-2018-SP-0005	Did not meet modified effluent limits for January 2018	\$	1,000.00
17-Jul-18	LR-2018-0011	-	Late/Missing NDAR-2 and NDMR for February 2018	\$	1,564.40
6-Aug-18	LR-2018-0013	-	Violation of limitations and/or monitoring requirements for March 2018	\$	3,064.40
27-Sep-18	SP-2018-0013	NOV-2018-SP-0006	Did not meet July 1, 2018 date to complete restoration of treatment system	\$	500.00
19-Oct-18	PC-2018-0026		Late/Missing NDAR-2 and NDMR for April 2018	\$	6,064.40
30-Oct-18	-	NOV-2018-OV-0005	Operating without designated ORC and/or back-up ORC	\$	
1-Nov-18	-	NOV-2018-LM-0081	Did not meet permit effluent limit for May 2018 (Fecal Coliform); missing parameter (pH); late/missing NDAR-2 and NDMR	\$	
1-Nov-18	•	NOV-2018-LR-0052	Missing parameter (pH); Late/missing NDAR-2 and NDMR for June 2018	\$	-
1-Nov-18	•	NOV-2018-SP-0012	SOC Limit exceedance (BOD, Total Nitrogen, TSS) for June 2018	\$	-
1-Nov-18		NOV-2018-SP-0013	SOC Limit exceedance (BOD, TSS) for July 2018	\$	-
1-Nov-18	-	NOV-2018-SP-0014	SOC Limit exceedance (BOD, TSS) for August 2018	\$	-
7-Nov-18	-	NOV-2018-LM-0085	Did not meet permit effluent limit for July 2018 (Fecal Coliform, Phosphorous); monitoring violations (BOD, Fecal Coliform, Total Nitrogen, Nitrate, Phosphorus, TSS); missing parameters (Chloride, TDS, TOC, pH)	\$	-
7-Nov-18	-	NOV-2018-LM-0086	Did not meet permit effluent limit (Fecal Coliform); monitoring violations (pH); missing parameter (pH); ORC Violation	\$	•
27-Nov-18	SP-2018-0014	NOV-2018-SP-0010	Did not meet modified effluent limits for February 2018	\$	1,000.00
27-Nov-18	SP-2018-0015	NOV-2018-SP-0011	Did not meet modified effluent limits for April 2018	\$	1,500.00
27-Nov-18	SP-2018-0016	NOV-2018-SP-0012	Did not meet modified effluent limits for June 2018	\$	1,500.00
27-Nov-18	SP-2018-0017	NOV-2018-SP-0013	Did not meet modified effluent limits for July 2018	\$	1,000.00





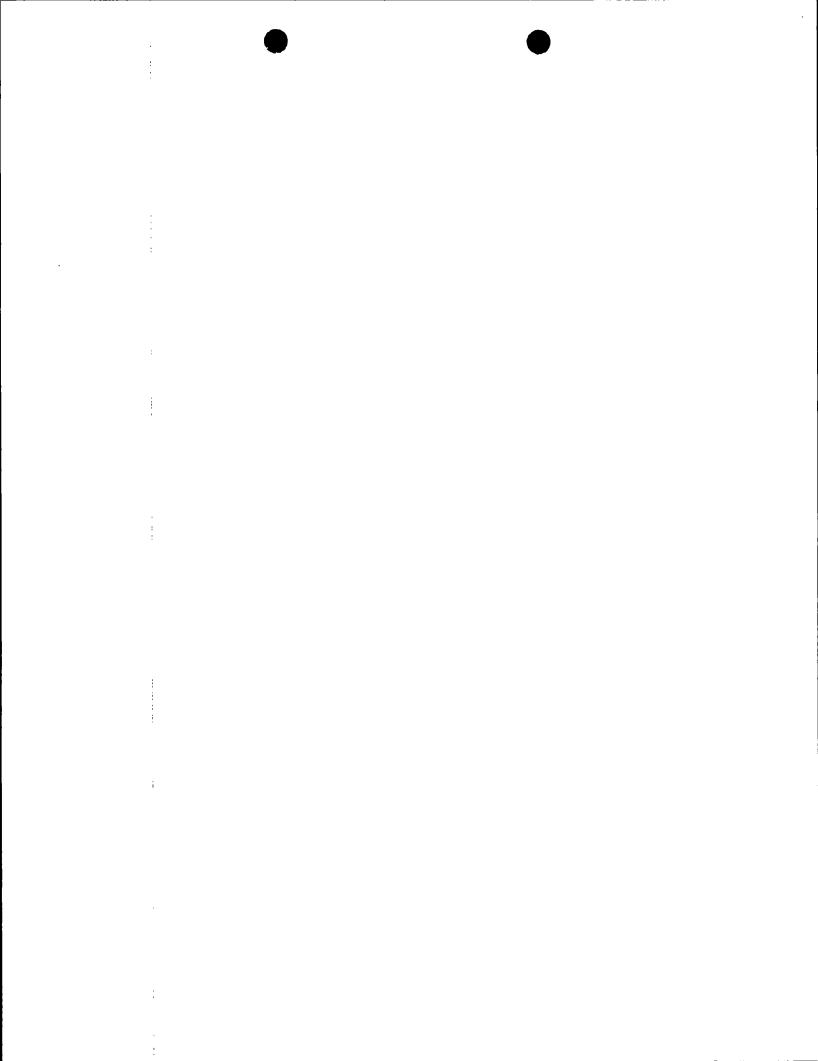
Moyock Regional Wastewater Treatment Plant

Updated June 9, 2023

DATE	CASE NO.	TRACKING NO.	DESCRIPTION	4	AMOUNT
27-Nov-18	SP-2018-0018	NOV-2018-SP-0014	Did not meet modified effluent limits for August 2018	\$	1,000.00
4-Jan-19	LM-2019-0003	-	Did not meet permit effluent limits For May 2018 Fecal Coliform, pH) and missing NDAR-2 & NDMR for August 2018	\$	2,585.86
4-Jan-19	LR-2019-0004	-	Parameter missing (pH); Late/missing NDAR-2 and NDMR for June 2018	\$	2,085.86
7-Jan-19	OV-2019-0004	•	No designated ORC for July 2018	\$	3,385.86
7-Jan-19	-	NOV-2018-PC-0476	Late/missing Ground Water Monitoring Report (GW59) for July 2018	\$	-
7-Jan-19	LM-2019-0006	-	Did not meet permit effluent limits for July 2018 (Fecal Coliform, Phosphorus); Failure to properly monitor (BOD, Fecal Coliform, Ammonia, Total Nitrogen, Nitrate, Phosphorous, TSS); Missing parameter (Chloride, TSD, TOC, pH)	\$	2,385.86
5-Feb-19	LM-2019-0010		SOC Limit exceedance (Fecal Coliform), monitoring violation (pH), missing parameter (pH) for August 2018	\$	585.86
11-Feb-19	-	NOV-2019-LV-0086	Limit exceedance (Ammonia) on Ground Water Monitoring Report (GW59) for November 2018	\$	-
4-Apr-19	-	NOV-2019-LV-0248	Limit exceedance (Phosphorus) for December 2018	\$	-
25-Jun-19		NOV-2019-SP-0002	Limit violation for March 2019 for BOD and TSS		
6-Dec-19		NOV-2019-SP-0009	Failure to meet deadline for mobile wwtp		
17-Dec-19	SP-2019-0004		Limit violation for March 2019	\$	1,000.00
19-Dec-19		NOV-2019-SP-000	Limit violation for April 2019 for Ammonia, TN and TSS		
19-Dec-19		NOV-2019-SP-0005	Limit violation for May 2019 for BOD		
19-Dec-19	-	NOV-2019-SP-0007	Limit violation for August 2019 for TN		
19-Dec-19		NOV-2019-SP-0006	Limit violation for June 2019 for TN	Ē_	
16-Jan-20		NORR-2019-LV-0685	Limit violation for ammonia in monitoring wells		
16-Jan-20		NOV-2019-LV-0681	Limit violations for April 2019 for Fecal and Ammonia		
16-Jan-20		NOV-2019-LV-0682	Limit violations for May 2019 for Fecal and failure to submit monitoring reports		
16-Jan-20		NOV-2019-LV-0683	Limit violations for June 2019 for Ammonia and Fecal		
16-Jan-20		NOV-2019-LV-0684	Limit violations for July 2019 for Fecal	_	
21-Jan-20	SP-2020-0001		Limit violations for April 2019	\$	1,500.00
21-Jan-20	SP-2020-0003		Limit violations for May 2019	\$	500.00
22-Jan-20	SP-2020-0004		Limit violations for June 2019	\$	500.00
22-Jan-20	SP-2020-0005		Limit violations for August 2019	\$	500.00
22-Jan-20	SP-2020-0002	<u> </u>	Failure to meet deadline for mobile wwtp	\$	8,700.00
10-Feb-20	LV-2020-0069		Limit violations for March 2019 for Ammonia and Fecal	\$	245.29
10-Feb-20	LV-2020-0065	-	Limit violations for April 2019 for Fecal and Ammonia	\$	245.29
10-Feb-20	LV-2020-0066		Limit violations for May 2019 for Fecal and failure to submit monitoring reports	\$	245.29
10-Feb-20	LV-2020-0067		Limit violations for June 2019 for Ammonia and Fecal	\$	245.29
10-Feb-20	LV-2020-0068		Limit violations for July 2019 for Fecal	\$	245.29
20-Mar-20		NOD-2020-LV-0053	Limit violations for January 2020 for BOD, Ammonia, TN, Phos and TSS		

Blue font = fines paid by county prior to Envirolink taking over operations

total = \$ 45,912.94



Moyock Regional Wastewater Treatment Plant

Updated June 9, 2023

DATE	CASE NO.	TRACKING NO.	DESCRIPTION	:	AMOUNT
8-Jun-20		NOV-2020-LV-0458	Limit violations for March 2020 for BOD, Ammonia, TN, Nitrate and Fecal		
30-Jun-20	LV-2020-0179		Limit violations for March 2020 for BOD, Ammonia, TN, Nitrate and Fecal	\$	1,045.29
23-Jul-20		NOV-2020-LV-0556	Limit violations for April 2020 for BOD, Ammonia, TN, Phos, TSS and Fecal		
12-Aug-20		NOV-2020-LV-0039	Limit violations for May 2020 BOD, Ammonia, TN and TSS		
27-Aug-20		NOV-2020-PC-0387	Inspection on August 19, 2020 violations for infiltration basin freeboard and tertiary filters being bypassed		
8-Sep-20	LV-2020-0235		Limit violations for April 2020 for BOD, Ammonia, TN, Phos, TSS and Fecal		1546.35
8-Sep-20		NOV-2020-LV-0643	Limit violations for June 2020 for BOD, Fecal, Ammonia, TN, Phos and TSS		
2-Oct-20	LV-2020-0283		Limit violations for May 2020 BOD, Ammonia, TN and TSS	\$	1,046.35
6-Oct-20		NOV-2020-LV-0727	Limit violations for July 2020 for BOD, Ammonia, TN, TSS, Fecal and Phos		
13-Nov-20	LV-2020-0344		Limit violations for June 2020 for BOD, Fecal, Ammonia, TN, Phos and TSS	\$	1,546.35
10-Dec-20	LV-2020-0359		Limit violations for July 2020 for BOD, Fecal, Ammonia, TN, Phos and TSS	\$	1,546.35
15-Dec-20		NOV-2020-PC-0537	Late/Missing NDAR-2 and NDMR for August 2020		
29-Jan-21		NOV-2021-LV-0067			
1-Mar-21		NOV-2021-LV-0128	Limit violations for Dec 2020 for BOS, Ammonia, TN and TSS		
2-Mar-21	LV-2021-0055		Limit violations for Oct 2020 for BOD, Ammonia and TN	\$	983.85
3-Mar-21		NOV-2021-LM-0013	Limit violations for August 2020 for Ammonia, TN, Phos and TSS		
3-Mar-21		NOV-2021-LV-0135	Limit violations for September 2020 for BOD, Fecal, Ammonia, TN and TSS		
26-Mar-21	LV-2021-0078		Limit violations for Nov 2020 for BOD, Ammonia, TN and TSS	\$	1,296.35
8-Apr-21		NOV-2021-LV-0246	Limit violations for Jan 2021 for BOD, Fecal, Ammonia, TN and TSS		
12-Apr-21	LM-2021-0012		Limit violation for August 2020 for Ammonia, TN, Phos, TSS and ph	\$	983.85
14-May-21	LV-2021-0127		Limit violation for Sept 2020 for BOD, Ammonia, TN, TSS and Fecal	\$	1,608.85
19-May-21		NOV-2021-LV-0376	Limit violations for Feb 2021 for BOD, Ammonia, TN, TSS and Fecal		
1-Jun-21		NOV-2021-LV-0413	Limit violations for March 2021 for BOD, Fecal, Ammonia, TN, Phos and TSS		
14-Jun-21	LV-2021-0142		Limit violations for Jan 2021 for BOD, Ammonia, TN, TSS and Fecal	\$	2,546.35
16-Jun-21		NOV-2021-LM-0046	Limit violations for April 2021 for BOD, Ammonia, TN, Phos, TSS, Fecal and Frequency violation for pH		

Green font = fines paid by Envirolink while being operated by Envirolink total = \$ 21,640.99

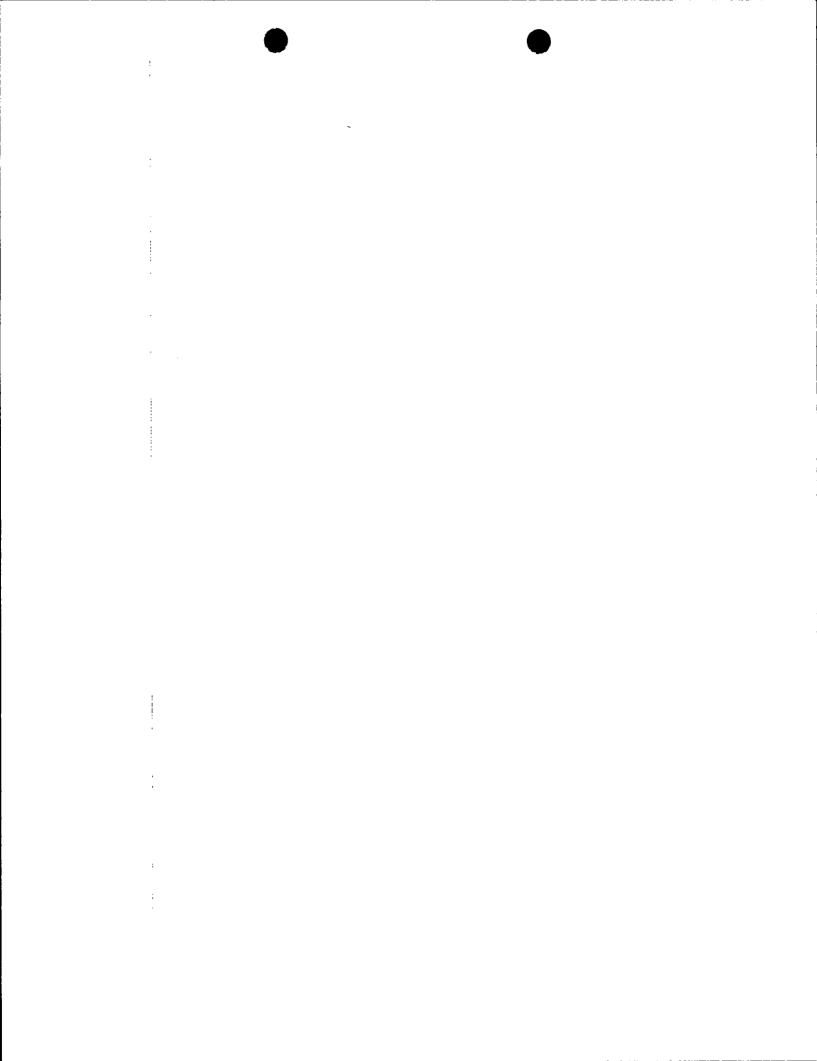


Moyock Regional Wastewater Treatment Plant

Updated June 9, 2023

<u>DATE</u>	CASE NO.	TRACKING NO.	DESCRIPTION		<u>AMOUNT</u>
21-Jul-21	LV-2021-0179		Limit violations for Feb 2021 for BOD, Ammonia, TN, TSS and Fecal	\$	2,546.35
23-Jul-21		NOV-2021-LV-0545	Limit violation for May 2021 for TN		
18-Aug-21		NOV-2021-LM-0072	Limit violation for June 2021 for Ammonia, TN and Phos and Frequency violation for pH	_	
23-Aug-21	LV-2021-0235		Limit violations for March 2021 for BOD, Ammonia, TN, Phos, TSS and Fecal	\$	3,146.35
13-Sep-21	LM-2021-0029		Limit violations for April 2021 for BOD, Ammonia, TN, Phos, TSS and Fecal	\$	3,596.35
26-Oct-21	LV-2021-0301		Limit violation for May 2021 for TN	Ś	546.35
27-Oct-21		NOV-2021-LM-0099	Limit violation for July 2021 for TN, Phos and TSS, Frequency violation for pH and Reporting violation for Choride and TDS		
1-Nov-21		NOV-2021-LV-0815	Limit violation for Aug 2021 for Fecal, TN and Phos		
9-Nov-21		NOV-2021-SP-0004	Failure to submit progress report Oct 31, 2021		
18-Nov-21	LM-2021-0048		Limit violations for June 2021 for Ammonia, TN and Phos. Failure to monitor pH	\$	1,546.35
29-Nov-21	SP-2021-0014		Failure to submit progress report Oct 31, 2021	Ś	1,000.00
7-Dec-21		NOV-2021-LM-0115	Limit violations for Sept 2021 for TN, Nitrate, TSS and Fecal. Monitoring violations for BOD, Fecal, Ammonia, TKN, Nitrate, TN, Phos and TSS		•
4-Jan-22		NOV-2021-LV-0946	Limit violations for Oct 2021 for BOD, Nitrate, TN, Phos and Fecal		
5-Jan-22	LM-2022-0001		Limit violations for July 2021 for TN, Phos and TSS. Failure to monitor pH	\$	1,646.35
19-Jan-22	LV-2022-0023		Limit violations for August 2021 for TN, Phos and Fecal	\$	1,546.35
9-Feb-22	LM-2022-0007		Limit violations for Sept 2021 for TN, Nitrate, TSS and Fecal. Failure to monitor BOD, Fecal, Ammonia, TKS, Nitrate, TN, Phos and TSS	\$	2,796.35
8-Mar-22	LV-2022-0068		Limit violations for Oct 2021 for BOD, Nitrate, TN, Phos, TSS and Fecal		
9-Mar-22		NOV-2022-LV-0126	Limit violations for Nov 2021 for BOD, Nitrate, TN, Phos and TSS	\$	2,553.06
5-Apr-22	LV-2022-0096		Limit violations for Nov 2021 for BOD, Nitrate, TN, Phos and TSS	\$	2,553.06
13-May-22		NOV-2022-LV-0323	Limit violations for Jan 2022 for Ammonia, TN and Phos		
6-Jun-22		NOV-2022-PC-0311	Missing NDAR and NDMR for Dec 2021		
6-Jul-22		NOV-2022-LV-0443	Limit violations for March 2022 for Ammonia, TN, Phos and TSS		
20-Jul-22	LV-2022-0185		Limit violations for Jan 2022 for Ammonia, TN, Phos and TSS	\$	1,553.06
30-Aug-22		NOV-2022-LV-0600	Limit violation for May 2022 for BOD, Fecal, Ammonia, TN, Phos and TSS		
8-Sep-22		NOV-2022-LM-0053	Limit violation for April 2022 for BOD, Fecal, Ammonia, TN, Phos and TSS. Failure to monitor pH.		-

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<u>IOUNT</u>			
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Moyock Regional Wastewater Treatment Plant

Updated June 9, 2023

DATE	CASE NO. TRACKING NO. DESCRIPTION		AMOUNT	1	
9-Sep-22		NOV-2022-LV-0634	Limit violation for Feb 2022 for Fecal, Ammonia, TN, and Phos		
12-Sep-22	LV-2022-0233		Limit violations for March 2022 for Ammonia, TN, Phos and TSS	\$ 2,053.06]
25-Oct-22		NOV-2022-LV-0791	Limit violations for July 2022 for Fecal, Ammonia, TN and Phos]
26-Oct-22	LV-2022-0279	1	Limit violations for Feb 2022 for Ammonia, TN, Phos and Fecal	\$ 2,053.06]
14-Dec-22		NOV-2022-PC-0750	Wastewater overflowing plant and discharge to surface waters]
11-Jan-23		NOV-2023-LM-0005	Limit violations for Sept 2022 for Fecal, Ammonia and TN. Failure to monitor pH		1
17-Jan-23		NOV-2023-LV-0013	Limit violations for Oct 2022 for Ammonia and TN		1
30-Jan-23	LM-2023-0006		Limit violations for April 2022 for BOD, Ammonia, TN, Phos, TSS and Fecal. Failure to monitor pH.	\$ 3,053.06	1
2-Feb-23	LV-2023-0028		Limit violations for May 2022 for BOD, Ammonia, TN, Phos, TSS and Fecal	\$ 3,051.90]
7-Feb-23		NOV-2023-LV-0091	Limit violations for Nov 2022 for BOD, Fecal, Ammonia, TN, and Phos		1
14-Feb-23	LV-2023-0057		Limit violations for June 2022 for Fecal, Ammonia, TN and TSS. Failure to submit monitoring reports.	\$ 2,195.47]
20-Mar-23	LV-2023-0101		Limit violations for July 2022 for Fecal, Ammonia, TN, and Phos	\$ 2,145.47	
18-Apr-23	LV-2023-0114		Limit violation for August 2022 for TN, Ammonia and Fecal	\$ 1,645.47	Re
9-May-23		NOV-2023-LV-0325	Limit violations for Dec 2022 for TN, Ammonia, Nitrate and Phos		to
				\$ 115,216.80	-

Red font = fines paid by County while Envirolink operates wwtp

\$ 47,662.87



NORTH CAROLINA	FILE ON THE GEN	ERAL COURT OF JUSTICE
CURRITUCK COUNTY		IOR COURT DIVISION
ENVIROLINK, INC.,	2023 WAY)18 A 9:49	23-CVS-147
Plaintiff,	CURRITUOX CO., 0:8.6.	
Vs.	BY) JCT ORDER	R FOR EXTENSION OF TIME
CURRITUCK COUNTY)	•
Defendant.)	
))	

THIS CAUSE being heard by the undersigned Clerk of Superior Court of Currituck County on Motion of Defendant Currituck County for an Order extending time in which to serve responsive pleadings to Plaintiff's Complaint for; and it appearing to the Court that the Motion should be allowed.

IT IS THEREFORE ORDERED that the time for Defendant Currituck County to serve an answer or responsive pleadings to Plaintiff's Complaint be extended to and including the 27th day of June, 2023.

SO ORDERED THIS THE 18th day of May, 2023.

Clerk of Superior Court
Currituck County

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NORTH CAROLINA		IN THE GENERAL COURT OF JUSTICE
CURRITUCK COUNTY	استا مینا دیا ۱	SUPERIOR COURT DIVISION
ENVIROLINK, INC.,	2023 MAY 18 A) 9:49	23-CVS-147
Plaintiff,	Gurratuek Go.) G.S.C.	
Vs.	BY JCC)	MOTION FOR EXTENSION OF TIME
CURRITUCK COUNTY)	
Defendant.)	
))	

Defendant Currituck County ("County"), pursuant to Rule 6(b) of the North Carolina Rules of Civil Procedure, moves the Court for a thirty-day extension of time, to and including June 27, 2023, within which to answer or otherwise respond to Plaintiff's complaint. In support of this motion, County states:

- 1. Plaintiff's complaint was filed on April 20, 2023.
- 2. County was served with a summons and a copy of the complaint on April 28, 2023.
- 3. The time for responding to the complaint by County has not yet expired.
- 4. The undersigned counsel for County needs additional time in which to consult and to prepare an answer or otherwise respond to the complaint.

WHEREFORE, County requests that the Court grant it a thirty-day extension of time to answer or otherwise respond to Plaintiff's complaint, to and including June 27, 2023.



This the _____ day of May, 2023.

COUNTY OF CURRITUCK

BY: ///////////
MEGAN E. MORGAN

N.C. State Bar No. 47600

Currituck County Attorney

153 Courthouse Road, Suite 210

Currituck, NC 27929

Telephone Number (252) 232-0300

Facsimile Number (252) 232-3551

Megan.morgan@currituckcountync.gov

Attorney for Defendant

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CERTIFICATE OF SERVICE

The undersigned hereby certifies that the foregoing Motion for Extension of Time was served upon the Defendant's counsel by the deposit of a copy enclosed in a post-paid, properly addressed envelope in an official depository under the exclusive care and custody of the United States Postal Service for mailing to the defendants at their last known address to wit:

James M. Hash 220 Fayetteville Street, Suite 300 P.O. Box 911 Raleigh, NÇ 27602 james@eghlaw.com

This the $\overline{\cancel{18}}$ day of May 2023.

Megan E. Morgan



NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
CURRITUCK COUNTY	FILE NO. 23 CVS 147
ENVIROLINK, INC., 2023 HAY 15 P 2: 32	
Plaintiff, CURRITESK CO., C.S.C.	AFFIDAVIT OF SERVICE
vs. BY	THE THE SERVICE
CURRITUCK COUNTY,	ì
Defendant.	
)	

James M. Hash, being duly sworn, deposes and says:

- 1. That James M. Hash is an attorney of record for plaintiff in this case and as such, has knowledge concerning the matters set forth in this Affidavit.
- 2. That a copy of the Summons and filed Complaint was served on defendant Currituck County, through its County Manager, on about April 28, 2023, as evidenced by the Proof of Service attached as Exhibit A.
- 3. That service of the Summons and Complaint on defendant Currituck County was made pursuant to N.C.G.S. § 1A-1, Rule 4.

This the 11th day of May, 2023.

EVERETT GASKINS HANCOCK LLP

James M. Hash

N.C. Bar No. 38221

220 Fayetteville Street, Suite 300

P.O. Box 911

Raleigh, NC 27602

james@eghlaw.com

Telephone: (919) 755-0025

and the second of the second o Facsimile: (919) 755-0009 Attorneys for Plaintiff Envirolink, Inc.

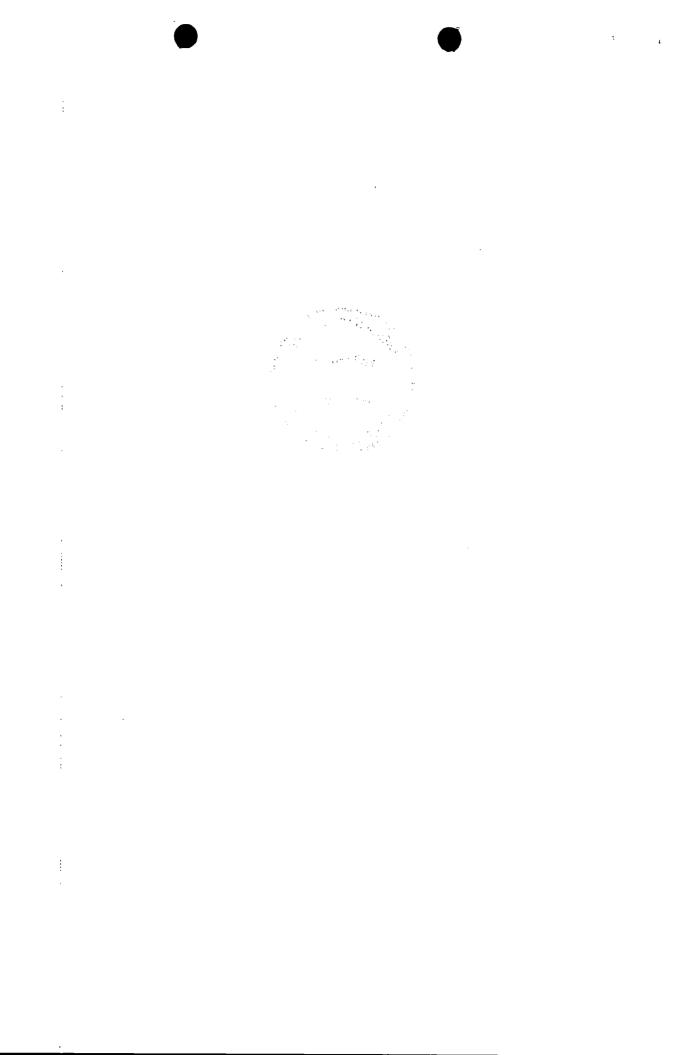
State of North Carolina County of Wake

Sworn and Subscribed before me by James M. Hash this the 11th day of April, 2023.

MINIMUM T ACIONAL

Notary Public MeLinde T. Lee

My Commission Expires: <u>U | 25 | 23</u>



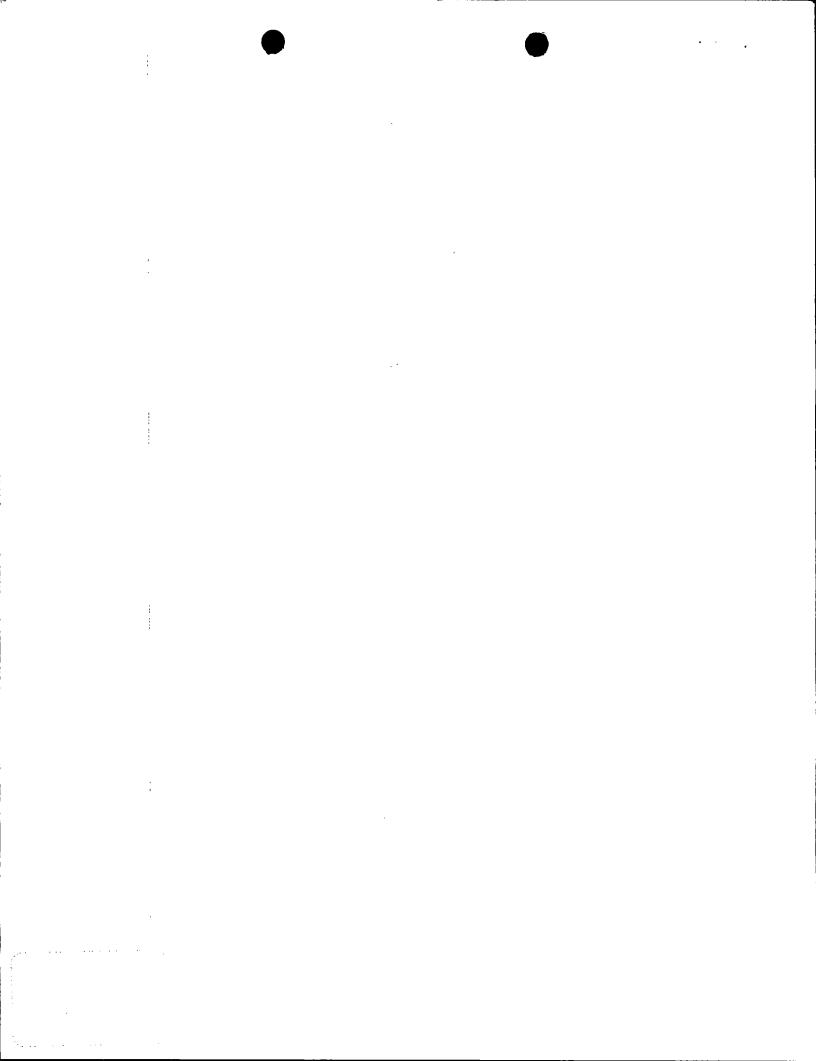
CERTIFICATE OF SERVICE

The undersigned does hereby certify that a true copy of the foregoing Affidavit of Service was served on the following by depositing a true copy thereof with the United States Postal Service, first-class postage prepaid, addressed to:

Currituck County c/o Donald "Ike" McRee, Jr. 153 Courthouse Road, Suite 204 Currituck, NC 27929

This the The day of May, 2023.

James M. Hasi



My Services





Equipment

Reports

Tracking

Supplies

<u>Home</u> > <u>Tracking</u> > Status History

Status History?

Tracking Number Information

Meter:

30235950

Mailing Date:

04/21/23 01:10 PM

Tracking Number:

9171969009350275089530

Sender:

Current Status:

OK: Delivered

Recipient:

27929

Class of Mail

FC

Zip Code:

CURRITUCK

Service: Value

ERR \$1.260 City: State:

NC

Proof of Delivery

3 Courthous-

Status Details

▼ Status Date

OK: Delivered

Fri, 04/28/23, 11:31:00 AM Fri, 04/28/23, 09:15:00 AM

Out for Delivery

Fri, 04/28/23, 09:04:00 AM

Arrival at Unit Dispatched from Sort Facility

Fri, 04/28/23, 02:05:00 AM Thu, 04/27/23, 10:22:00 PM Thu, 04/27/23, 09:07:00 PM

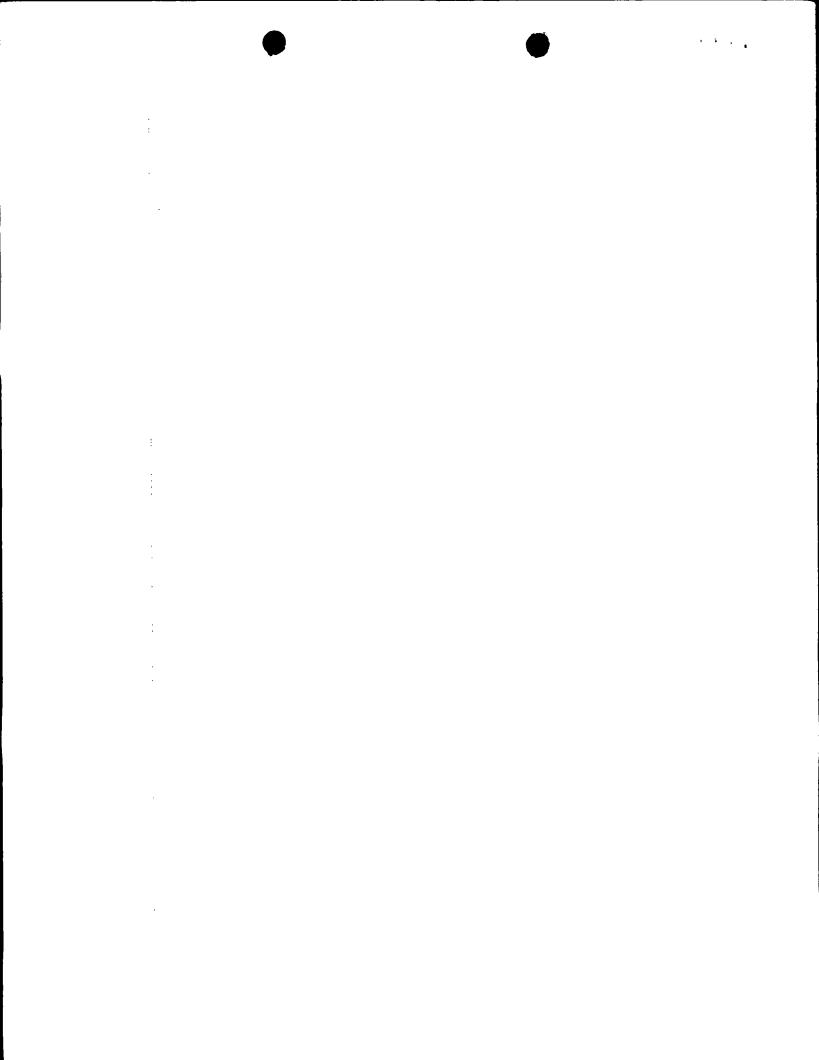
Processed (processing scan) Origin Acceptance

Fri, 04/21/23, 03:32:00 PM

OK: USPS acknowledges reception of info

Note: Delivery status updates are processed throughout the day and posted upon receipt from the Postal Service.

Status





2073 HAY 15 P 2: 32 Mindy T. Lee

CURRITIES, CO., mindy@eghlaw.com

May 11, 2023 BY

Clerk, Superior Court Currituck County Courthouse 2801 Caratoke Hwy Currituck, NC 27929

RE: Envirolink, Inc. v. Currituck County

Case No.: 23 CVS 147

Dear Clerk of Court:

Enclosed please find one original and one copy of an Affidavit of Service in the above-referenced matter. Please file the original and return a filed-stamped copy in the envelope I have provided. Thank you.

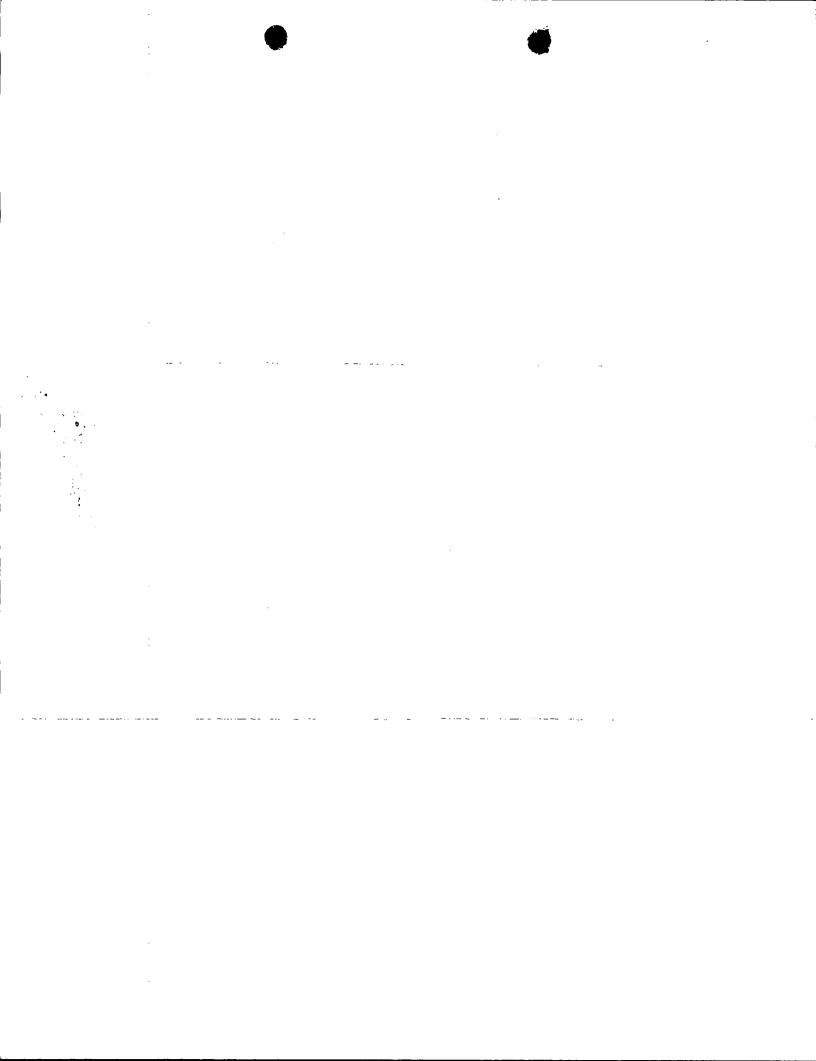
Thank you,

EVERETT GASKINS HANCOCK, LLP

Mindy T. Lee

Paralegal to James M. Hash

/mtl Encl.



STATE OF NORTH	CAROLINA		,	23 CVS 147
Currituck	County			eral Court Of Justice Superior Court Division
lame Of Plaintiff Envirolink, Inc.				
ddress			CIVIL SUM	IONS
o Everett Gaskins Hancock LLI	P; P.O. Box 911	MAPALIAGAM		MONS (ASSESS FEE)
ity, State, Zip		ALIAS AIN	DI LOMEO COM	MONO (ACCESS FEE)
Raleigh	NC 27602			
. VE1 ame Of Defendani(s)	RSUS	Date Original Summons	Issued	G.S. 1A-1, Rules 3 and
Currituck County		Bate Original Carimons	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
·		Date(s) Subsequent Sun	nmons(es) Issued	
To Each Of The Defendant(s) N	lamed Below:			
lame And Address Of Defendant 1		Name And Address Of D	efendant 2	
Currituck County 5/0 Donald "Ike" McRee, Jr., Co	inty Manager			
153 Courthouse Road, Suite 204	<i>-</i>			
Currituck	NC 27929			
documentos! A Civil Action Has Been Comm You are notified to appear and a 1. Serve a copy of your written	nswer the complaint of the plain	tiff as follows: ne plaintiff or plaintiff's at	torney within thirty ((30) days after you have bee
File the original of the writter	•	•		
If you fail to answer the complair	nt, the plaintiff will apply to the C	ourt for the relief deman	ded in the complain	t.
lame And Address Of Plaintiif's Attomey (James M. Hash Everett Gaskins Hancock LLP P.O. Box 911	if none, Address Of Plaintiff)	Date Issued Signature	13 Time !!	59 🗆 am 🕬
Raleigh	NC 27602	Deputy CSC	Assistant CSC	Clerk Of Superior Court
ENDORSEMENT (ASSESS I	issued on the date indicated	Date Of Endorsement Signature	Пте	AM PM
above and returned not serve the time within which this Sur extended sixty (60) days.	ed. At the request of the plaintiff, nmons must be served is	Deputy CSC	Assistant CSC	Clerk Of Superior Court
less are hea	ies have MANDATORY ARBITRATI ard by an arbitrator before a trial. The acedure is to be followed.			
AOC-C\/-100 Rev 4/18		(Over)		

		RETURN	F SERVICE	lear of A called the action of			
I certify that this Summons and a copy of the complaint were received and served as follows:							
DEFENDANT 1							
Date Served	Time Served	□АМ □РМ	Name Of Defendant				
By delivering to the defende	ant named above a	copy of the sum	ons and complaint.				
By leaving a copy of the su person of suitable age and			house or usual place of abode of the def	fendant named above with a			
As the defendant is a corporate below.	oration, service was	effected by deliv	ring a copy of the summons and complai	int to the person named			
Name And Address Of Person Wi	ith Whom Copies Left (if a	corporation, give title	person copies left with)				
Other manner of service (s	pecify)						
•							
☐ Defendant WAS NOT serve	ed for the following	reason:					
Date Served	Time Served	DEFE	DANT 2 Name Of Defendant				
Date Served	Time Serveu	AM PM	Name of Belefidant				
By delivering to the defend	ant named above a	copy of the sum	nons and complaint.				
By leaving a copy of the su person of suitable age and			house or usual place of abode of the de	fendant named above with a			
As the defendant is a corporate below.	oration, service was	effected by deliv	ring a copy of the summons and complain	int to the person named			
Name And Address Of Person W.	fith Whom Copies Left (if	corporation, give title	person copies left with)				
:							
Other manner of service (s	pecify)						
☐ Defendant WAS NOT served for the following reason:							
			·				
Service Fee Paid \$			Signature Of Deputy Sheriff Making Return				
Date Received			Name Of Sheriff (type or print)				
Date Of Return			County Of Sheriff				

NORTH CAROLINA	IN THE GENERAL COURT OF JUSTICE SUPERIOR COURT DIVISION
CURRITUCK COUNTY	23 CVS 147
ENVIROLINK, INC.,).
2023 APR 20 P 1:5 Plaintiff, OURRITUCK COUNTY, C	59 S.C. COMPLAINT
vs. BY WX	(JURY TRIAL DEMANDED)
CURRITUCK COUNTY,	
Defendant.	

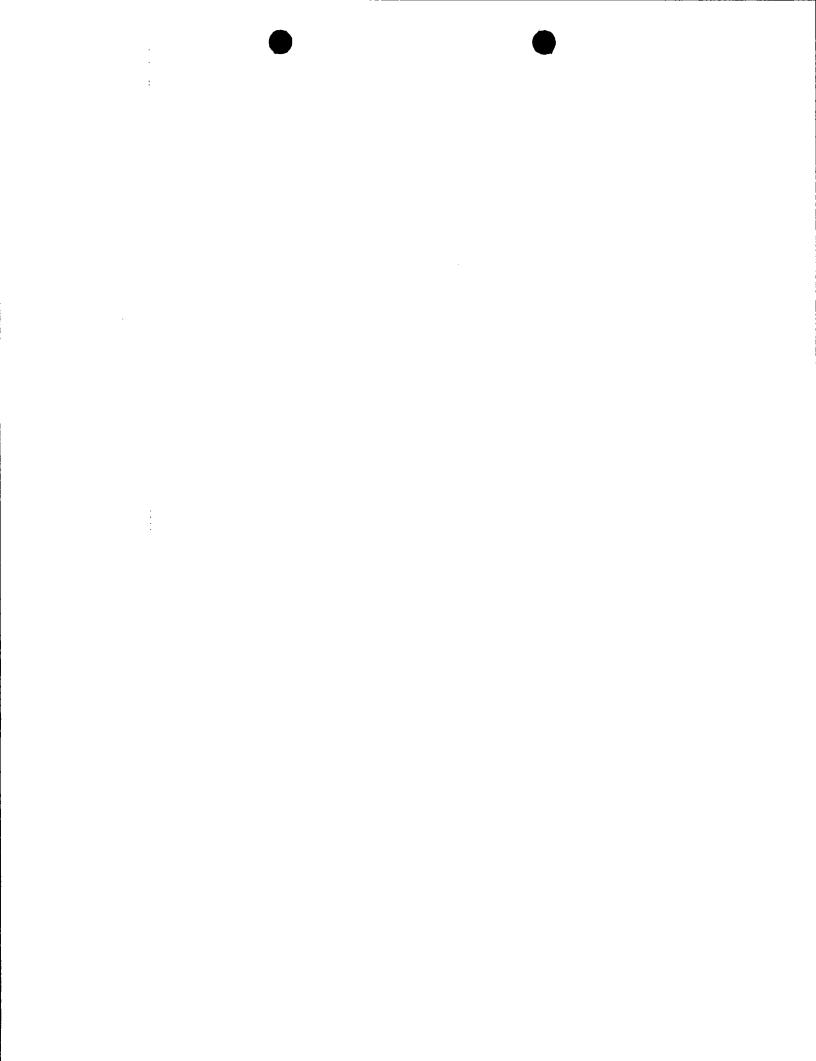
NOW COMES plaintiff Envirolink, Inc., through counsel, and complains of defendant Currituck County as follows:

PARTIES, JURISDICTION AND VENUE

- 1. Plaintiff Envirolink, Inc. ("Plaintiff") is a North Carolina corporation that maintains its principal office and registered office in Wake County, North Carolina.
- 2. Upon information and belief, defendant Currituck County ("Defendant" or the "County") is a political subdivision of the State of North Carolina.
- 3. This matter was commenced on March 31, 2023, pursuant to Rule 3 of the North Carolina Rules of Civil Procedure.
 - 4. The Court has jurisdiction over the parties and subject matter alleged herein.
- 5. Venue is proper in this Court pursuant to N.C. Gen. Stat. § 1-82 and other applicable law, as well as pursuant to a forum selection clause agreed to by the parties.

FACTUAL BACKGROUND

6. Envirolink is a full-service utility management company that specializes in providing water, wastewater, and public works services to municipalities and private clients.



- 7. At all times relevant to this action, the County engaged in the operation of a wastewater treatment facility in Moyock, North Carolina, a proprietary function for which it enjoys no immunity.
- 8. In furtherance of that propriety function, the County entered into a business relationship with Envirolink.
 - 9. The County and Envirolink entered into:
 - a. An Independent Contractor Agreement dated December 31, 2018, with an amendment dated August 27, 2019 (collectively, the "ICA." a copy of which is attached as Exhibit A); and
 - b. A Lease Agreement dated August 27, 2019 (the "Lease," a copy of which is attached hereto as Exhibit B).

Both agreements are valid and enforceable contracts that satisfy the requirements of the Local Government Budget and Fiscal Control Act and other applicable law. To the extent that the County may have had immunity vis-à-vis Envirolink, any such immunity was waived by the County through its business and contractual relationship with Envirolink.

- 10. Together, the ICA and Lease provided for Envirolink to operate the County's Moyock Regional Wastewater Plant (the "Facility") and a mobile wastewater plant that the County leased from Envirolink.
- 11. Envirolink has substantially performed, and continues to substantially perform, its obligations under both the ICA and the Lease. To the extent that any breaches or failures by Envirolink did occur, they were not material, as reflected by the fact the County has not purported to terminate either the ICA or the Lease and as of this filing continues to utilize Envirolink's services and equipment. Further, any performance failures on the part of Envirolink



are excused by, *inter alia*, the County's failures to correct substandard conditions regarding the Facility that negatively impacted Envirolink's ability to perform.

- 12. A dispute arose between the County and Envirolink, with the County alleging that Envirolink was not performing its contractual obligations, which Envirolink denied.
- 13. The County has not made any payment to Envirolink under either the ICA or the Lease since March 2021. Instead, in April 2021, the County instituted what it has termed a "stay" of payment.
- 14. In a good faith effort to address the County's concerns about their business relationship, Envirolink held its invoices for the months of April, May, June, and July 2021 until August 2021. On August 25, 2021, Envirolink transmitted its August 2021 invoice together with invoices for the four prior months, but the County refused to pay those invoices, or any subsequent invoices, as they came due (invoices are due 10 days after transmittal).
- 15. Thus, the County materially breached the ICA and the Lease as of September 7, 2021, through its non-payment, with each subsequent unpaid invoice constituting a separate breach by the County.
- 16. Envirolink's April 2021 to June 2022 invoices to the County were at the rate of \$34,500 per month. Pursuant to the agreements between the parties, that monthly rate increased to \$36,742.50 effective with the July 2022 invoice. Envirolink's unpaid invoices from April 2021 through April 2023 total \$884,925.00, not including interest and late fees.
- 17. As a result of the County's non-payment and other failures, pursuant to the ICA, Envirolink duly issued a written notice of default on September 16, 2021. The County has not cured its default.



- 18. Envirolink has continued to provide valuable services and to lease equipment to the County in spite of the County's non-payment from April 2021 to present.
- 19. The County has accepted and utilized, and continues to accept and utilize as of the date of this filing, Envirolink's services and equipment while refusing to pay any amount for Envirolink's services and for the use of Envirolink's equipment.
- 20. As of this filing, the County has not made any payment to Envirolink since March 2021, nor has it purported to terminate either the ICA or the Lease.
- 21. The agreements between the parties require Envirolink to be responsible for any fines assessed by the State to the County in connection with Envirolink's operations of the Facility. As of this filing, Envirolink is aware of unpaid fines relating to its tenure operating the Facility in the amount of \$36,989.74.
- 22. Crediting \$36,989.74 in fines to the unpaid invoices leaves a principal amount due and owing from the County to Envirolink in the amount of \$847,935.26 through April 2023, with interest accruing on each invoice from its due date at the legal rate.

FIRST CLAIM FOR RELIEF

Breach of Contract

- 23. Plaintiff repeats and incorporates by reference the allegations previously stated herein.
- 24. The ICA and Lease are valid and enforceable contracts between Envirolink and the County which the County materially breached by, among other things, failing to pay Envirolink's invoices when due.

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- 25. Envirolink substantially performed its duties under the ICA and the Lease, and any alleged material deficiencies in Envirolink's performance have either been excused or waived.
- 26. As alleged herein, as of this filing, the principal amount of unpaid invoices due and owing from the County to Envirolink for the ICA and the Lease is at least \$847,935.26, with interest accruing at the legal rate from the due date of each invoice.

SECOND CLAIM FOR RELIEF Unjust Enrichment/Ouantum Meruit

- 27. Plaintiff repeats and incorporates by reference the allegations previously stated herein.
- 28. To the extent that any portion of the unpaid invoices referenced herein may for any reason be found not to have been within the scope of a valid contract between Envirolink and the County, Envirolink nevertheless rendered valuable services, provided equipment, and advanced costs for the benefit of the County for which the County has wrongfully refused to pay any amount.
- 29. The County knowingly accepted the benefit of those services, equipment, and cost advances since April 2021 with the knowledge that Envirolink was rendering such services and equipment and advancing such costs with the reasonable expectation that it would be paid by the County.
- 30. Indeed, Envirolink rendered its services, provided equipment, and advanced costs at the request of the County.
- 31. The reasonable value of the services, equipment, and costs provided to and/or rendered for the benefit of the County for which the County has not paid is at least \$847,935.26



through April 2023, with interest accruing at the legal rate from the due date of each invoice. This amount further constitutes the minimum amount by which the County has been unjustly enriched at Envirolink's expense through April 2023.

PRAYER FOR RELIEF

WHEREFORE, plaintiff Envirolink respectfully prays that the Court:

- 1. Enter a monetary judgment in favor of Envirolink and against the County, in the amount of at least \$847,935.26, with interest accruing at the legal rate from the due date of each invoice;
 - 2. Tax the cost of this action against the County;
- 3. Award Envirolink pre- and post-judgment interest, costs and attorney's fees as allowable by law; and
- 4. Award Envirolink such other and further legal and equitable relief as the Court may deem just and proper.

JURY TRIAL DEMANDED ON ALL ISSUES SO TRIABLE.



Respectfully submitted, this the 20th day of April, 2023.

EVERETT GASKINS HANCOCK LLP

James M. Hash

N.C. Bar No. 38221

220 Fayetteville Street, Suite 300

P.O. Box 911

Raleigh, NC 27602

james@eghlaw.com

Telephone: (919) 755-0025 Facsimile: (919) 755-0009

Attorneys for Plaintiff Envirolink, Inc.



10 30191345

Contract # 1443

Requisition # 1433

INDEPENDENT CONTRACTOR AGREEMENT

THIS AGREEMENT is made the	31 day of December, 2018 between the	he County of
Currituck (hereinafter "County") and	Envirolink Inc.	[Contractor],
(hereinafter "Contractor").		

RECITALS

County is a body corporate and politic of the State of North Carolina with the duties and powers set forth in Chapter 153A of the North Carolina General Statutes.

Contractor represents that it is duly qualified to perform business, and otherwise to transact business in North Carolina.

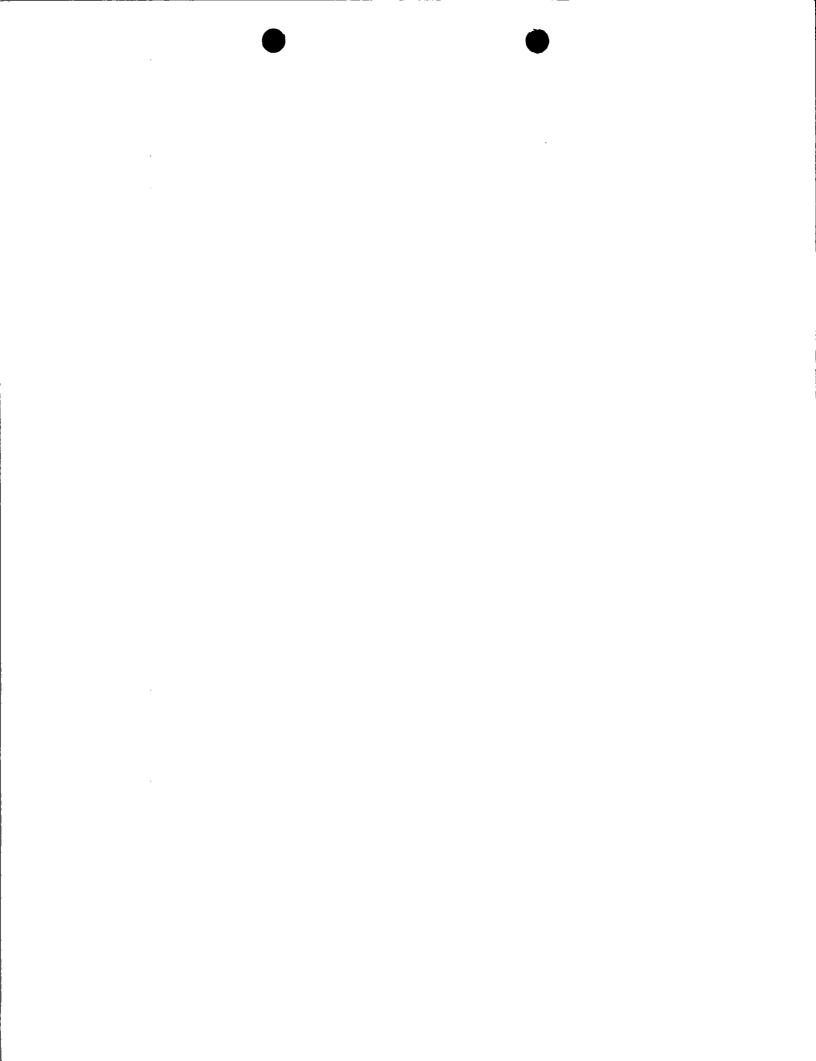
IT IS THEREFORE AGREED as follows:

- Scope of Work. Contractor agrees to perform the following services at the Wastewater plant identified in Exhibit A for County: See Exhibit B (hereinafter "the Services").
 County responsibilities are identified in Exhibit C.
- 2. <u>Compensation</u>. Contractor will be paid for its Services by County as follows: <u>See</u>

 <u>Exhibit D</u>
- 3. <u>Contractor's Freedom to Contract</u>. Contractor may employ assistants at its sole expense and discretion as may be necessary to fulfill Contractor's obligations under this Agreement. Contractor agrees that anyone to whom it delegates any or all of the Services called for by this contract will be competent, qualified and capable of performing the work without any supervision, contact or assistance by County's employees. Any such assistant will be employed only by Contractor, and will not be an employee of the County while performing services under this contract.

EXHIBIT

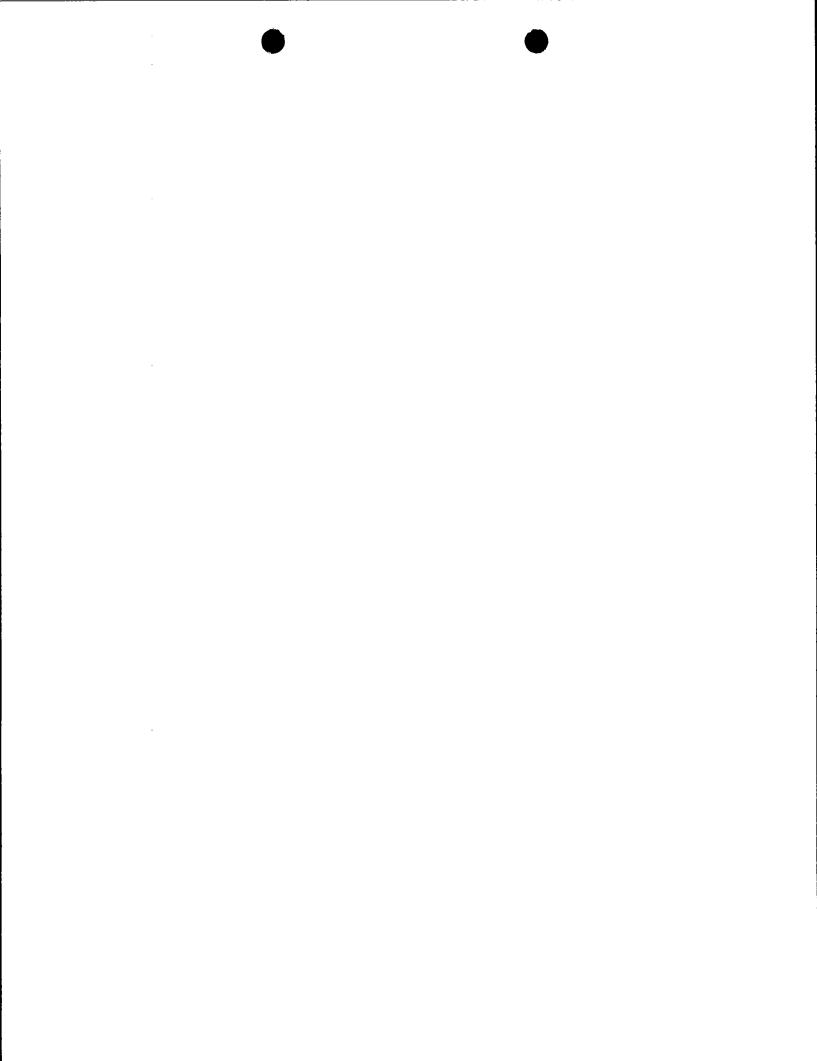
Separate A



- 4. Expenses. County shall not be liable to Contractor for any expenses which Contractor incurs, nor shall Contractor be liable to County for office help or expenses. Contractor shall have no authority to bind County by any promise or representation, unless specifically authorized by the County Manager in writing to do so. For Additional Services authorized in writing by the County that Envirolink can provide in-house (i.e., Envirolink does not have to enlist the services of a contractor or subcontractor and Envirolink does not have to lease any equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation as provided in Envirolink's Preferred Client Rate Schedule for Additional Services that is set forth in Exhibit E (attached hereto and incorporated herein to this Agreement). The rates contained in the Preferred Client Rate Schedule for Additional Services are subject to change. For Additional Services that Envirolink cannot provide in-house (i.e., Envirolink has to enlist the services of a contractor or subcontractor or Envirolink has to lease equipment to provide the Additional Services), Owner shall pay Envirolink additional compensation based upon Envirolink's actual costs (including overhead, equipment, materials and labor), plus fifteen percent (15%) of that cost. Envirolink shall consult with the Owner prior to engaging in Additional Services. The Owner shall have the absolute right, in its discretion, to secure such services from an alternate source of its choosing.
- 5.1 Term. Subject to the other provisions of this Agreement, the initial term of this

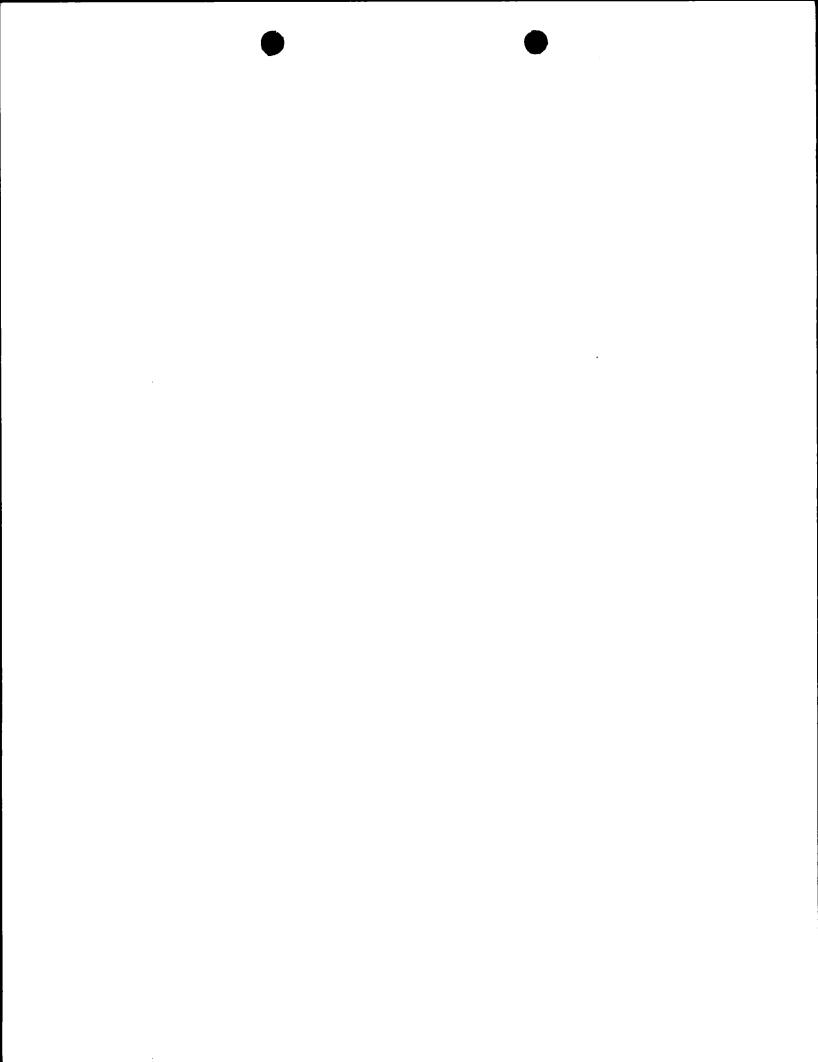
 Agreement shall be for a period of five (5) years and ending on the fifth (5th) anniversary of the Contract

 Start Date ("Initial Term"). Thereafter, this Agreement shall be automatically renewed for an additional term of five (5) years, unless canceled in writing by either Party no less than one hundred twenty (120)



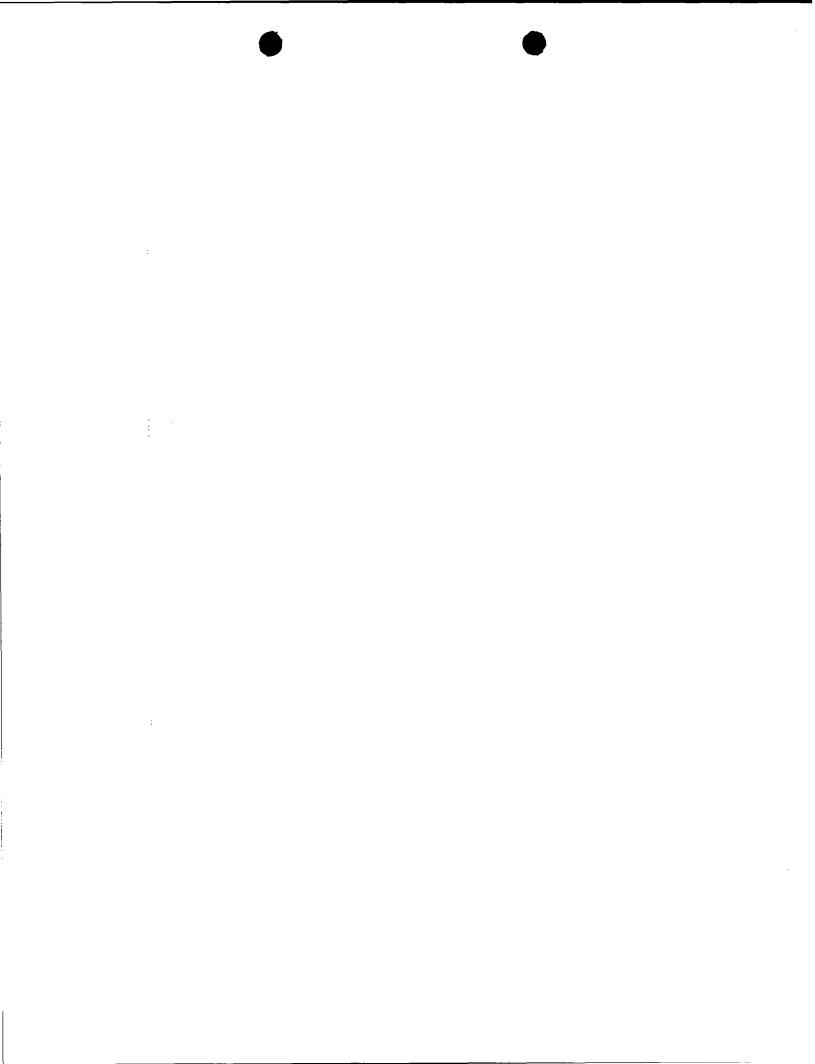
days prior to expiration of the Initial Term. The Owner shall turn the Facilities over to Envirolink on the Contract Start Date, free and clear of the rights of any other operator thereof, and Envirolink shall commence providing the Services on the Contract Start Date. The term of this contract is January 1, 2019 through June 30, 2024. Either party may terminate this Agreement effective December 31, 2021 by providing written notice prior to November 1, 2021.

- Termination for Default. Either party (the "Terminating Party") may terminate this Agreement if a material breach of any provision of this Agreement has been committed by the other party (the "Breaching Party") through no fault of the Terminating Party, provided that the following procedure is strictly adhered to:
- 5.2.1 The Terminating Party must give the Breaching Party written notice setting forth in detail the alleged deficiencies and a reasonable opportunity to correct them in accordance with provisions of this Article. Reasonable opportunity is dependent on the scope and nature of the alleged breach of contract and as such shall be determined on a case by case basis. If the Parties cannot agree on a mutually acceptable time frame, then a mutually agreed upon third party shall be consulted and both parties shall be bound by the time frame established.
- 5.2.2 If the deficiencies are not corrected within the time specified, the Terminating Party shall advise the Breaching Party that a Declaration of Default is imminent by sending written notice (a "Notice of Imminent Default") which shall set forth a description of the deficiencies constituting breach of this Agreement and provide the Breaching Party a period of not less than forty-five (45) days within which to correct such conditions. Provided, however, if the nature of the alleged default is such that additional time is required to correct such default, then, provided that the party receiving such notice (i) promptly presents a plan to the Terminating Party for correcting the default and (ii) takes immediate and substantial steps toward correcting the default, then the period for effecting a correction shall be



reasonably extended in accordance with the plan presented by the party allegedly in default.

- 5.2.3 If such deficiencies are not corrected within the forty-five (45) day period, as the same may be extended by agreement of the Parties, the Terminating Party may declare the Breaching Party in default by issuing a Declaration of Default stating the effective termination date of the Agreement.
- 5.2.4 In the event that the Owner disputes that Envirolink has corrected the deficiencies, a mutually acceptable professional engineer licensed to practice in the State of North Carolina will be selected by the Parties and retained at the sole expense of Envirolink to consult with the Parties as to whether said deficiencies have been corrected.
- 6. <u>Nature of Relationship</u>. Contractor understands that it is an independent contractor and is not an employee, subcontractor, agent, servant, partner nor joint venturer of County. Contractor understands that it has the right to use its best judgment and efforts to fulfill the terms and obligations of this Agreement. Contractor further understands and acknowledges the following:
 - a. That it will receive no compensation other than as outlined in this Agreement and is not subject to nor eligible for any benefits which may be offered by County to its employees, such as vacation pay, sick leave, insurance coverage or retirement plan participation.
 - b. Its Services provided in accordance with this Agreement are an independent calling or occupation.
 - c. Contractor is expected to use its own skill, judgment and expertise to fulfill the obligations of this Agreement, and is not supervised, directed or controlled by County as to the means or methods it should employ.
 - d. Contract is not required to perform tasks in any particular order or sequence.



- e. Contractor needs no training from County as to how to fulfill its duties and responsibilities.
- f. Contractor may determine its own daily schedule and those of its own employees or servants without prior approval of County.
- g. Contractor is not required to devote any particular percentage of its time or resources to perform the Services required hereunder.
- h. Contractor furnishes its own equipment and supplies and is expected to maintain its business office somewhere other than at the County's office.
- i. To the extent Contractor must procure or maintain any insurance, license, certification or trade membership, it must do so at its own cost.
- j. This Agreement shall not prevent Contractor from performing other services for other parties. Contractor may engage in other business endeavors or projects of any kind or nature.
- 7. Taxes. Contractor assumes exclusive liability for payment of all federal, state or other governmental division taxes and contributions for social security, Medicare/Medicaid, etc., now or hereafter required, incurred or assessed by law. Contractors providing equipment, materials, parts or supplies shall provide a breakdown of labor, materials, parts or supplies and sales tax by County or a sales tax report approved by the County Finance Department with the invoice. Contractor agrees to indemnify and hold harmless the County from any claims for taxes as described in this Section.
- 8. <u>Insurance</u>. Contractor understands and agrees that neither it nor its employees are subject to workers' compensation or general liability coverage maintained by the County for its employees. Contractor agrees to procure and maintain workers' compensation insurance coverage for the benefit of contractor's employees or subcontractors and to procure general liability insurance listing the County as an additional insured at all times relevant to this Agreement. Contractor shall provide to



County a valid and current certificate of workers' compensation and general liability insurance listing the County of Currituck as an additional insured. In the event Contractor shall fail at any time to have in force and effect insurance as required by this Section, Contractor agrees to indemnify and hold harmless County for (1) any premium paid by County to maintain insurance coverage applicable to Contractor and/or its employees or subcontractors; (2) any worker's compensation benefits paid by County as a result of Contractor's failure to comply with this Section; and (3) any amounts paid by County for general liability claims as a result of Contractor's failure to comply with this Section.

If the contractor has less than three (3) employees and is not required to provide Worker's

Compensation by the State of North Carolina initial here:

Independent Contractor carries and will provide County with a Certificate of Insurance for:

Workers' Compensation

__X___Yes ______ No

General Liability

__X__Yes ______ No

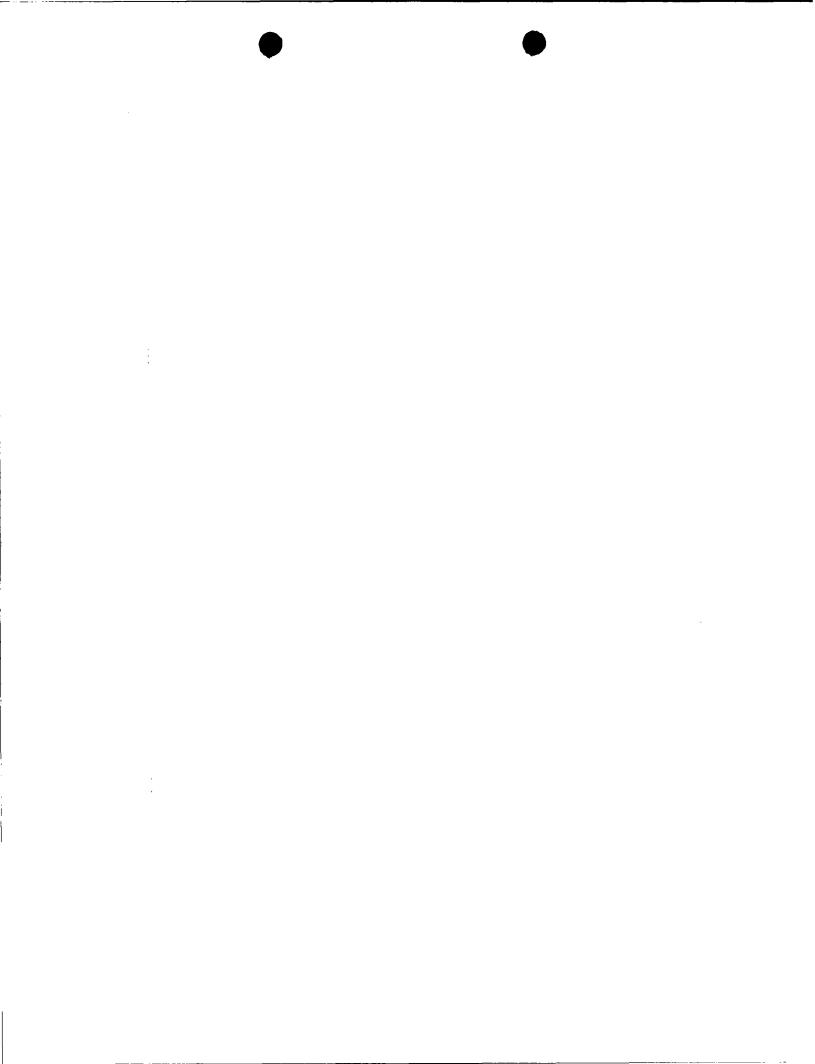
9. Indemnity. To the extent authorized by law, Contractor shall and does hereby agree to indemnify, save harmless and defend County from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by Contractor, its employees, agents or subcontractors in any way attributable to the performance of the Services, including (but without limiting the generality of the foregoing), all claims for service, labor performed, materials furnished, provisions and supplies, injuries to person or damage to property, liens, garnishments, attachments, claims, suits, costs, attorneys' fees, costs of investigation and of defense. It is the intention of this paragraph to hold the Contractor responsible for the payment of any and all claims, fines, civil penalties, suits, or liens, of any nature and character, in any way attributable to or asserted against County or against Contractor and County, or



which the County may be required to pay. In the event the liability of the Contractor shall arise by reason of the sole negligence of County and/or the sole negligence of County's employees, agents or servants, then and only then, Contractor shall not be liable under the provisions of this paragraph.

To the extent authorized by law, County shall and does hereby agree to indemnify, save harmless and defend Contractor from the payment of any sum or sums of money to any person whomsoever on account of claims or suits growing out of injuries to persons, including death, or damage to property caused by County, its employees, agents or subcontractors in any way attributable to its performance of the County's obligations of this Agreement. To the extent authorized by law, it is the intention of this paragraph to hold the County responsible for the payment of any and all claims, fines, civil penalties, suits, or liens, of any nature and character, in any way attributable to or asserted against Contractor or against Contractor and County, or which the Contractor may be required to pay. In the event the liability of the County shall arise by reason of the sole negligence of Contractor and/or the sole negligence of Contractor's employees, agents or servants, then and only then, County shall not be liable under the provisions of this paragraph.

- 10. <u>Disputes and Venue.</u> Any dispute arising under this Agreement shall be heard exclusively in the Superior Court Division of the North Carolina General Court of Justice in Currituck County.
- 11. <u>E-Verify</u>. Contractor shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes.
- 12. <u>Iran Divestment.</u> Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. §147-86.58. In compliance



with the requirements of the Iran Divestment Act and N.C.G.S. §147-86.58, Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List. The undersigned hereby certifies that he or she is authorized by the vendor or bidder listed above to make the foregoing statement.

13. <u>Notices</u>. Any notice, request or report given by one party to the other shall be in writing, deposited in the United States Mail (postage prepaid) or hand delivered and properly addressed as follows:

If the notice is to County:

Ben Stikeleather

153 Courthouse Road, Suite 212

Currituck, NC 27929

If the notice is to Contractor:

Carr McLamb

4700 Homewood Ct. Ste. 108

Raleigh, NC 27609

(Or such other person or address as Contractor shall have designated by due notice to County).

- 14. <u>Non-Waiver</u>. Nothing set forth herein is intended nor shall be construed as a waiver of any immunity available to County, its governing board or employees.
- 15. <u>Headings</u>. The headings, subheadings and captions in this Agreement and in any exhibit hereto are for reference purposes only and shall not affect the meaning or interpretation of this Agreement.
- 16. <u>Amendments</u>. This Agreement may not be amended except by written instrument duly executed by or on behalf of all of the parties hereto.



- 17. <u>Complete Ägreement</u>. This Agreement constitutes the entire Agreement between County and Contractor pertaining to its subject matter and supersedes all prior and contemporaneous negotiations, agreements and understandings of either or both parties in connection therewith.
- 18. <u>Governing Law</u>. The validity, interpretation and performance of this Agreement and of its provisions shall be governed by the laws of the State of North Carolina.
- 19. Non-Solicitation of Employees. Unless otherwise agreed to in writing, the Parties will not, during or for 24 months after termination of this Agreement, recruit or otherwise solicit any employee, consultant or contractor of the other Party or any of its parents or subsidiaries to terminate employment with or otherwise cease his or her relationship with the other Party or any of its parents or subsidiaries. In addition, neither Party will, during or for 24 months after termination of this Agreement, hire any employee of the Party or any of its parents or subsidiaries without paying a liquidation fee equal to one year of Envirolink's annual compensation.
- 20. <u>Derivative Immunity.</u> County acknowledges and agrees that the County has asked Envirolink to meet and keep certain specifications and requirements for the operation, maintenance and management of the facilities described herein and Envirolink has agreed to comply to those specifications and requirements, and as such, shall have, to the extent necessary and permitted by applicable law, such immunities as the County may have from suit and from liability to third parties in connection with the operation, maintenance and management of the Facilities. Nothing herein shall or be construed to constitute any waiver by Envirolink or County of any claim or defense of immunity of any kind permitted by law against any third party, and Envirolink expressly intends to preserve and does preserve and retain all such rights.



The undersigned have read the entire Agreement and accept the terms and conditions as shown by their signatures below.

ATTEST:

COUNTY OF CURRITUCK

By: Meller Walfer
Clerk to the Board of Commissioners

BY: TEAL)

Michael J. Myers, President

(SEAL)

Attest:

ENVIROLINK INC.

(AM Mc Janu)/

or General Counsel Vice President/Secretary/Treasurer Fin

(Affix Corporate Seal)

This instrument has been preaudited in the manner

required by the Local Government

Budget and Fiscal Control Act.

Sandra Hill

Finance Officer

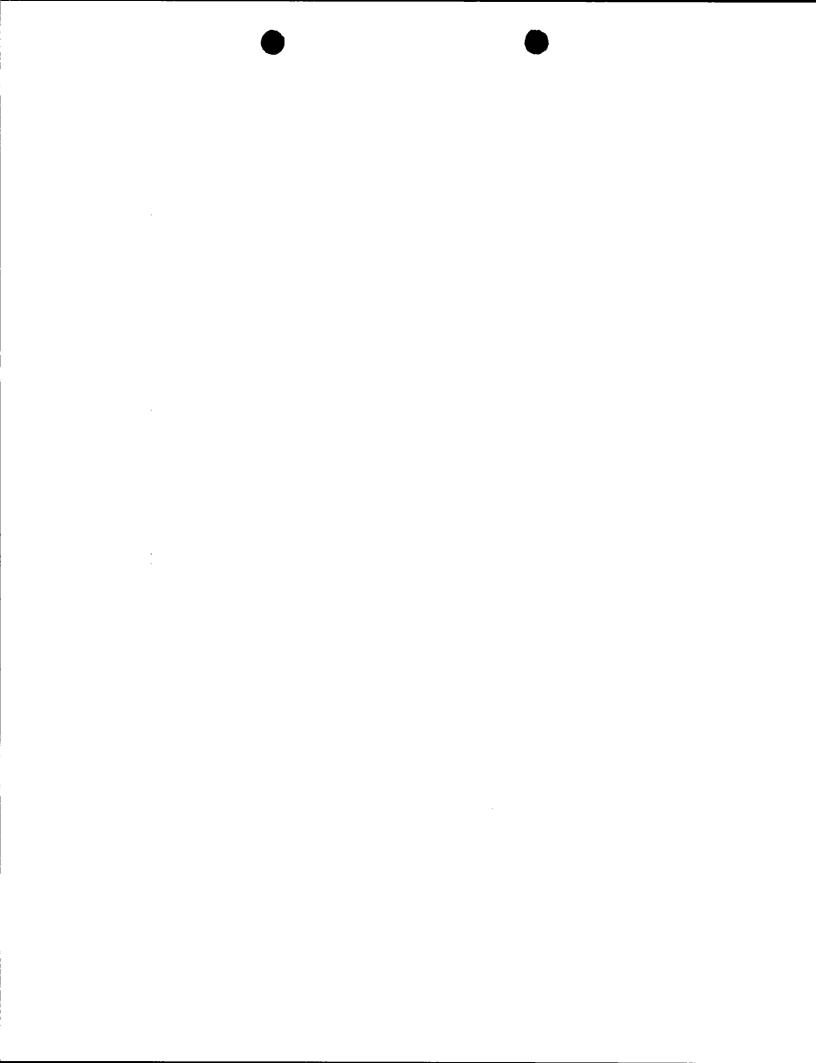


EXHIBIT A Owner Facilities

Moyock Regional Wastewater Plant High Rate Infiltration Plant Currituck County

Plant is as more fully described in Permit #: WQ0035706 and incorporated herein by reference.

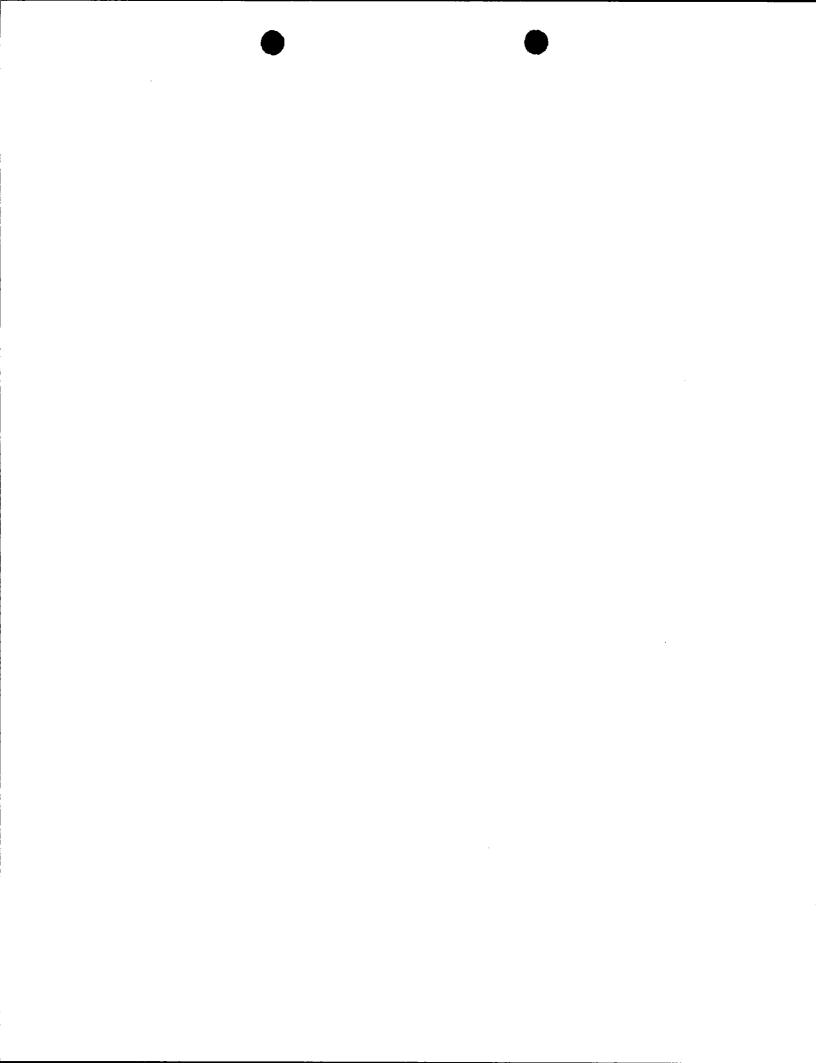


EXHIBIT B Envirolink Scope of Work

Envirolink agrees to act and provide certain utility operation, management and maintenance services for the Facilities as described below. Pursuant to Article 17, any changes in the Scope of Services that cause an increase in Envirolink's costs and/or increases the time required for, or the nature of performance of the Scope of Services, an equitable adjustment shall be made to Envirolink's Compensation and Payment. The Scope of Services includes the following:

- 1. Envirolink will provide properly trained and certified staff in order to manage the Moyock WWTP. Envirolink shall furnish the level of manpower needed to properly act as the Operator in Responsible Charge for the Moyock WWTP. Envirolink will provide all wages and salaries for the assigned personnel.
- 2. Envirolink will pay expenses as required in the performance of these duties, which include:
 - 1) Personnel costs for all staff, including overtime expenses for staff;
 - 2) Vehicles suitable for transporting equipment and operators;
 - 3) Fuel, taxes, tags, maintenance and insurance for vehicles;
 - 4) Normal operating supplies -- including tools and general supplies;
- 3. Envirolink will provide back-up and professional support in the area of Utility Services related to the Moyock WWTP.
- 4. Envirolink will deal with the public and community groups in a professional manner. Any complaints received by the Owner will be acted upon immediately by the Owner, and the Owner will promptly inform an Envirolink representative of any complaints and subsequent actions.
- 5. Envirolink's superintendent or appropriate staff will attend meetings with officials of State and Federal Regulatory Agencies, upon request by the Owner.
- 6. Envirolink will provide oversight for system repairs, upgrades or installations upon request by the Owner. With the exception of emergencies, Envirolink will not purchase any single item over \$100.00 without prior approval of Owner. Owner shall not unreasonably withhold, condition or delay approval of any necessary repairs.
- 7. Envirolink will periodically provide spot check inspections of the Moyock WWTP, to ensure the Town's Sub-Contractors and/or Employees are complying with NCDEQ regulations.

2.1.

2.2. Operation, Maintenance, and Management of the Wastewater Treatment Plant

Envirolink will operate, maintain, and manage the Wastewater Treatment Plant for the Owner as follows:

- Provide a Primary Operator in Responsible Charge (Grade III or greater);
- Provide a Back-up Operator in Responsible Charge (Grade II or greater);



- 24 hour, seven days a week on call emergency response;
- Attendance at regulatory agency inspections and meetings;
- Coordination with North Carolina regulatory agencies regarding the operation of the wastewater treatment plant;
- Monitor and record key operational control parameters (in accordance with Envirolink's standard Operating Procedures);
- Inventory levels for spare parts, supplies and equipment shall be established based on Envirolink's standard operating procedures;
- Monitor inventory levels of parts, chemicals and supplies and coordinate replenishment for the owner;
- Maintain an operator log that records all operational adjustments and maintenance activities.
 Operator logs are the property of Envirolink. Copies of the logs will be provided to the Owner upon request;
- Purchase the analytical testing over the term of the contract for those parameters listed in the sample schedule includer in the permit NC0035706. For additional testing above this amount, Envirolink would receive an equitable adjustment to the contract;
- Purchase the chemicals needed for treatment. Payment for chemicals is the responsibility of the Owner and will be invoiced in accordance with the Operation, Maintenance and Management Agreement;
- Preparation of the wastewater performance annual report;
- Preparation and file monthly monitoring reports with NCDEQ;
- Respond to customer inquiries concerning the wastewater treatment plant;
- Preventative maintenance as per manufacturer recommendations or Envirolink standard operating procedures;
- Annual calibration of eight (8) flow meters;
- Supply the op0erator tools necessary for plant operation;
- Notify the Owner of any permit violations or specific equipment issues or capital requirements immediately upon discovery. Envirolink will indicate the reason for the violation or problems and provide an opinion of options and recommendation based on its experience in managing utilities. Envirolink shall not be liable for decisions made by Owner based on these recommendations;
- Mowing the grass inside the fence at the plant.
- Hydrologist to test basins is not included in this scope. Envirolink will assist a requested;
- Upon the execution of an agreement Envirolink will provide an asset assessment with recommendations for plant operation.

Be Aware ...

State regulations and Envirolink procedures dictate that there shall not be any adjustments or changes to the wastewater system without Envirolink's authorization – Owner may not authorize any adjustments or maintenance of the system by personnel other than Envirolink employees or its approved contractors, unless approved in advance by Envirolink.

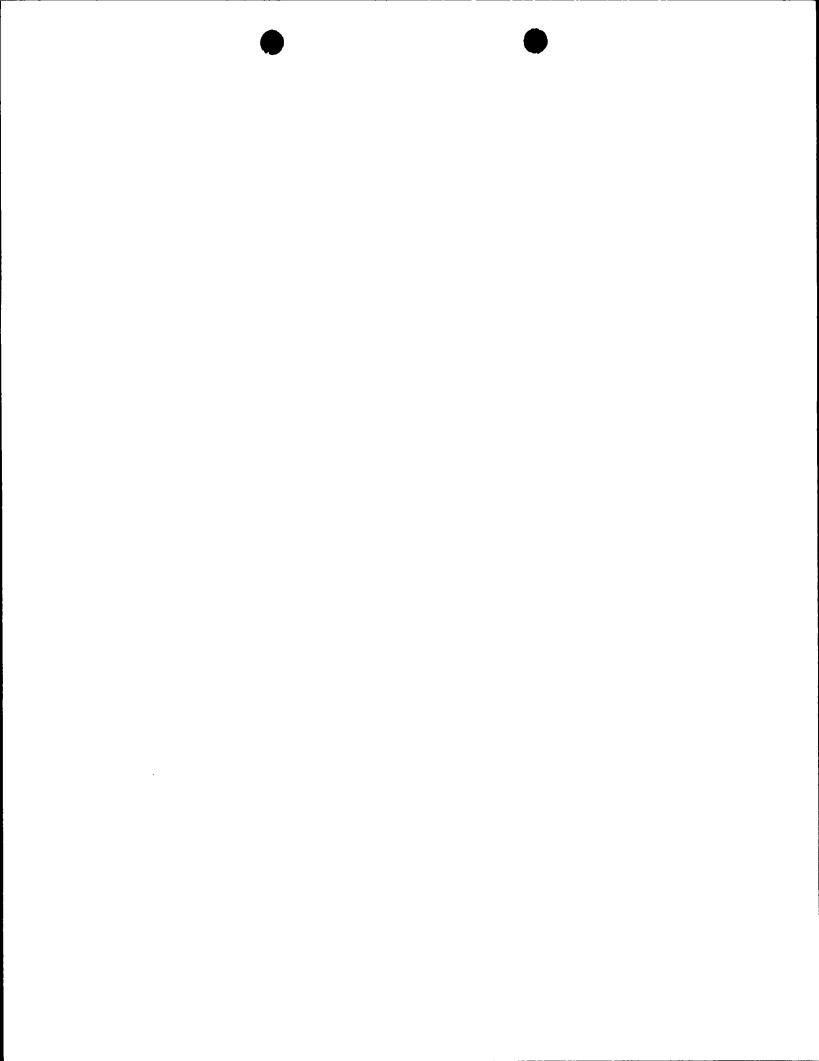


EXHIBIT C

Owner Responsibilities

- An Owner employee to act as a contracting officer representative responsible for coordinating operational matters and quality assurance for the services provided;
- An Owner employee to act as a contracting officer responsible for rendering decisions that affect pricing or contract terms. No oral or written statements of any unauthorized person(s) shall modify or otherwise affect the terms, conditions, Scope of Work, or drawings of the contract or contract. All modifications to the contract must be in writing by the contracting officer;
- Rehabilitative and correction of substandard conditions;
- All utilities including water, sewer, electricity, internet and telecommunications services at no charge to Envirolink;
- Emergency power generation;
- Labor, parts and equipment associated with replacement, repair, remedial, upgrades and new installation performed by Envirolink, at the request of the Owner, shall be invoiced monthly;
- Owner will maintain all permits and licenses by NCDEQ for the WWTP Facility, provided Envirolink shall appraise the Owner of the need to procure any such permits or licenses it does not have;
- Owner will maintain all easements, licenses, insurance and equipment warranties for the mutual benefit of both the Owner and Envirolink;
- Response and clean-up of sanitary Sewer Overflows. Owner or its representative shall contact Envirolink immediately if an SSO should occur;
- Immediately notify Envirolink of any emergency situations or NCDEQ issued Notices of Violation related to the distribution or collection system;
- Facilities modifications or safety measures required for compliance with OSHA regulations or findings; and general maintenance of facilities and ground maintenance;
- Owner agrees to maintain a spare parts inventory and pay for all upgrades and modifications required by State or Federal regulatory agencies;
- Sludge removal, disposal and analysis;
- > Be responsible for any snow removal from the access roads to the Facilities
- All services provided by Envirolink that are the responsibility of the Owner will be invoiced in accordance with EXHIBIT D;



EXHIBIT D

Compensation

MONTHLY OPERATING FEE

a) Owner shall pay Envirolink a monthly operating fee according to the following schedule:

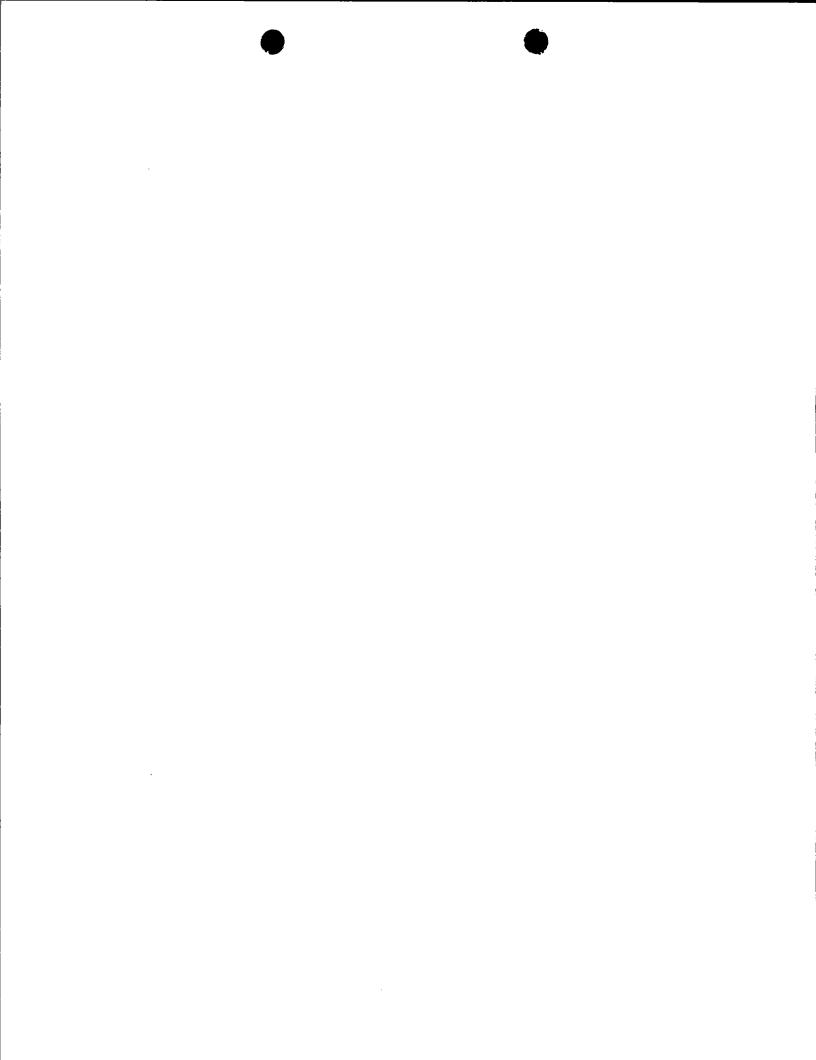
Contract Line Item #	Description of Service	Monthly Payments	Number of Annual Payments	Annual Payment
0001	WWTP ORC Services	\$14,763	12	\$177,160 SS \$175,156.00
	Total			**************************************

- b) This fee shall be payable and due ten days after invoicing. Invoicing is expected to occur on or around the first day of each month for services rendered for the previous month.
- 2. ADJUSTMENTS AND ADDITIONS TO MONTHLY OPERATING FEE
- a) Maintenance, replacement, repair, upgrade, rehabilitation and new installation outside the scope of the Operator in Responsible Charge (as approved by the Owner) shall be invoiced separately and will be based on time and materials needed for the job, payable to Envirolink within 15 days of invoice date.
- b) For additional services beyond the in-house capabilities of Envirolink, a markup of 15% will be made to all subcontractor labor and equipment, as well as purchased material, supplies and travel expenses.
- 3. ANNUAL ADJUSTMENTS

ANNUAL ADJUSTMENTS

Annual fee adjustments will be based on the Consumer Price Index (CPI), Employment Cost Index (ECI) and Producer Price Index (PPI) and will be initiated each July 1. There will not be an adjustment to the annual fee for July 1, 2019. The annual adjustment will begin on July 1, 2020 and will not exceed 5% for each individual annual adjustment thereafter.

- a) CPI shall be used for all non-labor and chemical related expenses
- b) ECI shall be used for personnel related expenses
- c) PPI shall be used for chemical related expenses



4. TASK ORDER AUTHORIZATION FOR ADDITIONAL WORK

All additional work under this Agreement, except for emergency situations, must be pre-approved and authorized by a an authorized representative of the Owner.



EXHIBIT E

ENVIROLINK PREFERRED CLIENT RATE SCHEDULE FOR ADDITIONAL SERVICES

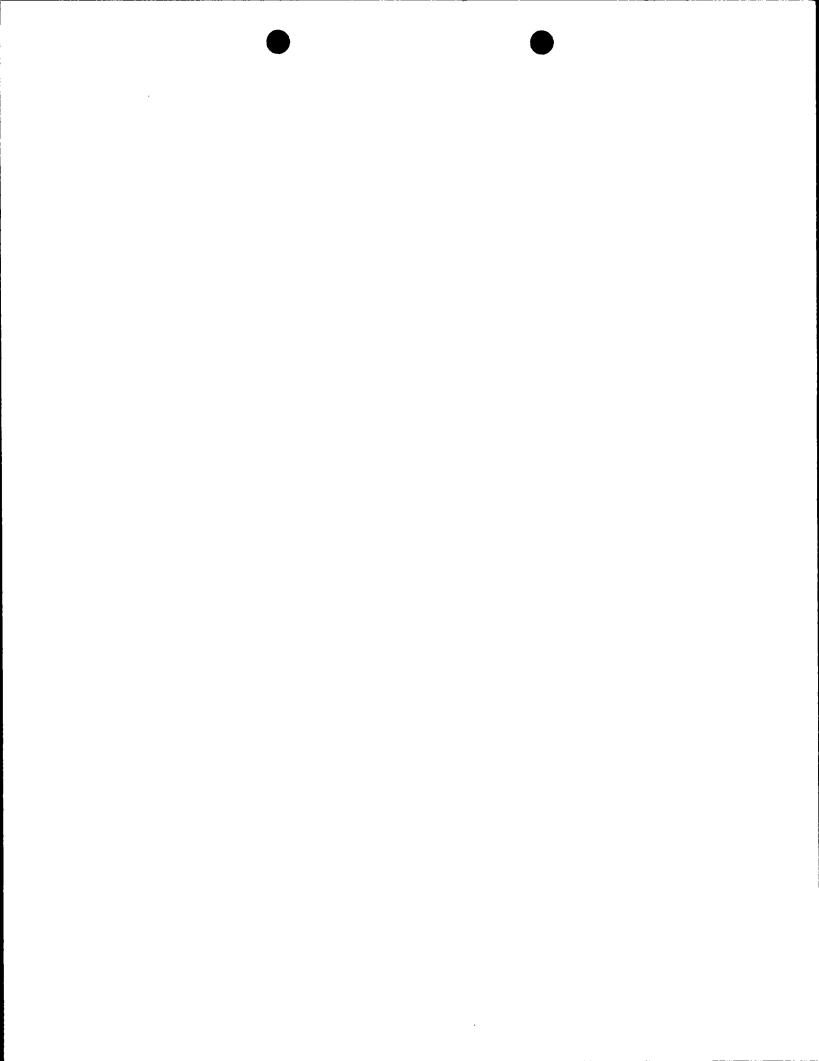
Envirolink 2018 Labor Rates			
Line	Position	Hou	ırly Rate*
1	Director of Utility	\$	175.00
2	Senior Project Manager	\$	100.00
3	Project Manager	\$	85.00
4	Executive Assistant	\$	55.00
5	Office/Billing Manager	\$	50.00
6	Office Assistant	\$	35.00
7	Inspector	\$	65.00
8	Serviceperson II - Foreman	\$	46.00
9	Serviceperson I - Skilled	\$	42.00
10	Laborer	\$	37.00
11	Grade A – Water	\$	67.00
12	Grade B – Water	\$	57.00
13	Grade C – Water	\$	47.00
14	Cross Connection Operator	\$	50.00
15	Senior Laboratory Technician	\$	50.00
16	Laboratory Technician	\$	40.00
17	Analyst	\$	37.00
18	Driver	\$	35.00
19	Grade IV - Wastewater	\$	75.00
20	Grade III – Wastewater	\$	60.00
21	Grade II – Wastewater	\$	52.00
22	Grade I – Wastewater	\$	47.00
23	Spray Irrigation System Operator	\$	53.00
24	Physical/Chemical Operator II	\$	55.00
2 5	Physical/Chemical Operator I	\$	50.00
26	Subsurface Operator	\$	55.00



27	Land Application Operator	\$	55.00
}	y rate applies while on site. Travel billed at 8	0% of	hourly rate.
* Annual rates provided via separate quote			

Envirolink 2018 Unit Pricing Rates		
·	2018	
Service (includes labor)	Rate	Per
Lateral Camera	\$ 2.10	ft
Mainline Camera (Readily accessible)	\$ 1.20	ft ^{1/2}
Mainline Camera (Not Readily accessible)	\$ 4.00	ft ^{1, 2}
Jet & CCTV	\$ 1.65	ft ^{1, 2}
Rodding	\$ 2.75	ft
Smoke Testing	\$ 0.35	ft
Manhole Inspections	\$ 45.00	manhole
GPS Locating with Attribute data collection	\$ 7.50	feature
Flow Test	\$ 250.00	Hydrant
Backflow Certification Testing	\$ 90.00	BFP
First Response for Emergency Response ²	\$ 250.00	Response
Emergency Repairs/Corrective Action ^{3,4}		

- 1. For projects greater than 1,000 ft and 12" or less diameter
- 2. If site more than 50 miles from Raleigh, NC, then mobilization & per diem apply
- 3. Billed based on T&M per labor and equipment rates.
- 4. Subcontracted services billed at cost + 15%



	Envirolink 2018 (Equipment Rate	es	
	0-30 mile	31-60 mile	61-90 mile	91-120 mile
Mobilization	\$ 75.00	\$ 150.00	\$ 200.00	\$ 250.00

Equipment	Rate	Per
Rubber Tire Backhoe	\$ 150.00	day
Excavator	\$ 200.00	day
Operator Truck	\$ 55.00	day
Maintenance Truck	\$ 65.00	day
Crane Truck (3 ton)	\$ 120.00	day
Combination Truck	\$ 150.00	hour
Vacuum Truck	\$ 95.00	hour
Mainline Camera	\$ 110.00	hour
Push Camera	\$ 45.00	hour
Flow Monitoring - Sewer	\$ 25.00	day
Manhole Inspection	\$ 35.00	manhole
Leak Detection	\$ 75.00	day
BFP Certification	\$ 90.00	unit
Confined Space Entry	\$ 75.00	entry
2" Trash Pump	\$ 30.00	day
3" Trash Pump	\$ 55.00	day
4" Trash Pump	\$ 185.00	day
140 kw Generator	\$ 100.00	day
Air Compressor	\$ 90.00	day
Street Sweeper	\$ 20.00	hour
Leaf Truck	\$ 95.00	day
Chipper	\$ 110.00	day
Hydrant Flow Test	\$ 300.00	test
6 kw Generator	\$ 45.00	day
Jetter	\$ 150.00	hour
Rodder	\$ 175.00	hour
Support Hose and PPE	\$ 135.00	day
CFE PPE & Equipment	\$ 75.00	day
Smoke Testing Equipment	\$ 35.00	day
GPS Unit	\$ 35.00	day





COUNTY OF CURRITUCK

BOARD OF COMMISSIONERS
Bob White, Chairman
Michael H. Payment, Vice-Chairman
Paul Beaumont
J. Owen Etheridge
Mary R. Etheridge
Kevin E. McCord

153 Courthouse Road, Suite 204 Currituck, NC 27929 Telephone (252) 232-2075 / Fax (252) 232-3551 State Courier # 10-69-17 DANIEL F. SCANLON, II County Manager DONALD I. MCREE, JR. County Attorney LEEANN WALTON Clerk to the Board

January 3, 2019

Environlink INC Carr McLamb 4700 Homewood Ct. Ste 108 Raleigh, NC 27609

Dear Carr McLamb,

Enclosed is an executed copy of the contract agreement to retain for your records. If you have any questions, please contact the Currituck County Managers office for assistance at 252.232.2075

Sincerely, Samuentha Cleary

Samantha Evans Administrative Assistant



PO 2020059

Contract # 1859

Original Contract # 1467

Requisition # 1432

Original PO# 20191245

FIRST AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT BY AND BETWEEN COUNTY OF CURRITUCK AND ENVIROLINK, INC.

THIS FIRST AMENDMENT to Independent Contractor Agreement Contract made and entered into this 27 day of August, 2019 by and between the County of Currituck, North Carolina, a body corporate and politic easting pursuant to the laws of the State of North Carolina (the "County") and Envirolink. Inc.. a North Carolina corporation existing and organized pursuant to the laws of the State of North Carolina, (the "Contractor").

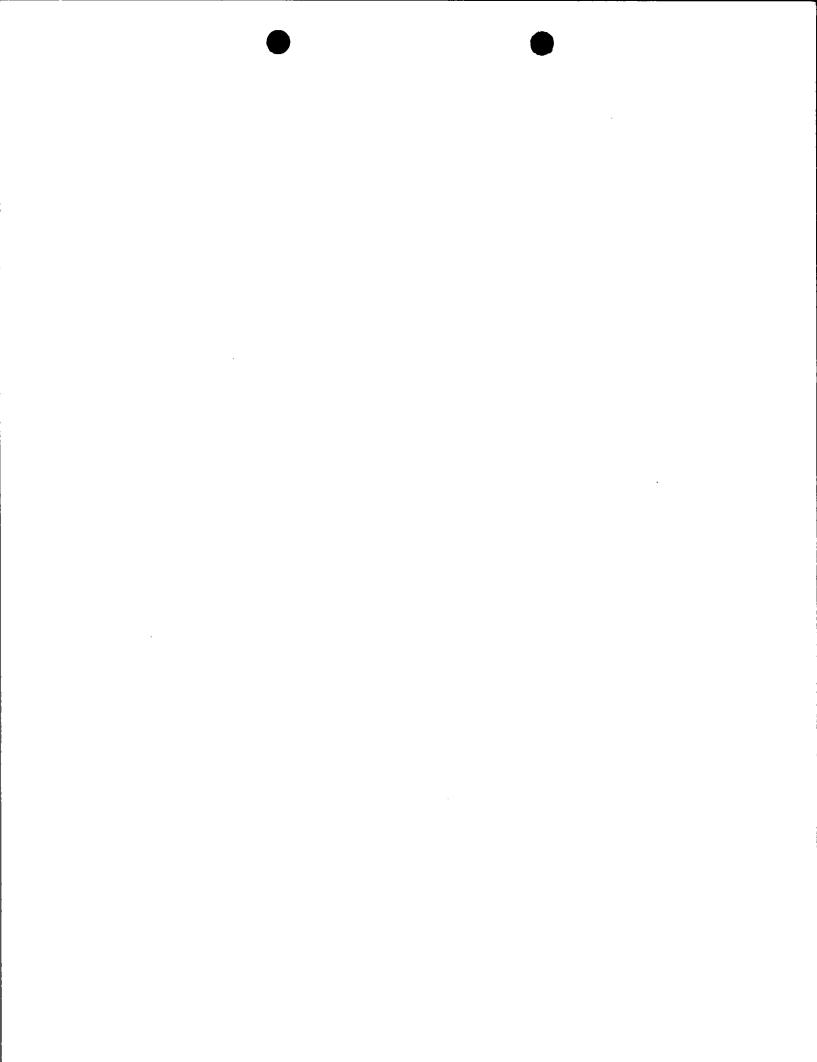
WITNESSETH:

WHEREAS, County and Contractor entered into an agreement effective <u>21st</u> day of <u>December. 2018</u> (the "Contract"), for the Contractor to provide certain services related to the <u>certain utility operation</u>, management and maintenance services for the <u>Moyock Wastewater Treatment Plant</u>; and

WHEREAS, County and Contractor have determined that modification of the Independent Contractor Agreement is desirable;

NOW, THEREFORE it is mutually agreed as follow

- 1. Section 1 of the Contract is rewritten to read as follows:
 - Scope of Work. Contractor agrees to perform the following additional services at the Moyock Regional WWTP identified in Exhibit A of the original Independent Contractor Agreement for County:



Operate two – 60,000 gallons per day Mobile MBR wastewater plants at the site of the existing Moyock Regional WWTP for the period of time outlined in the Equipment Lease. (hereinafter "the Service").

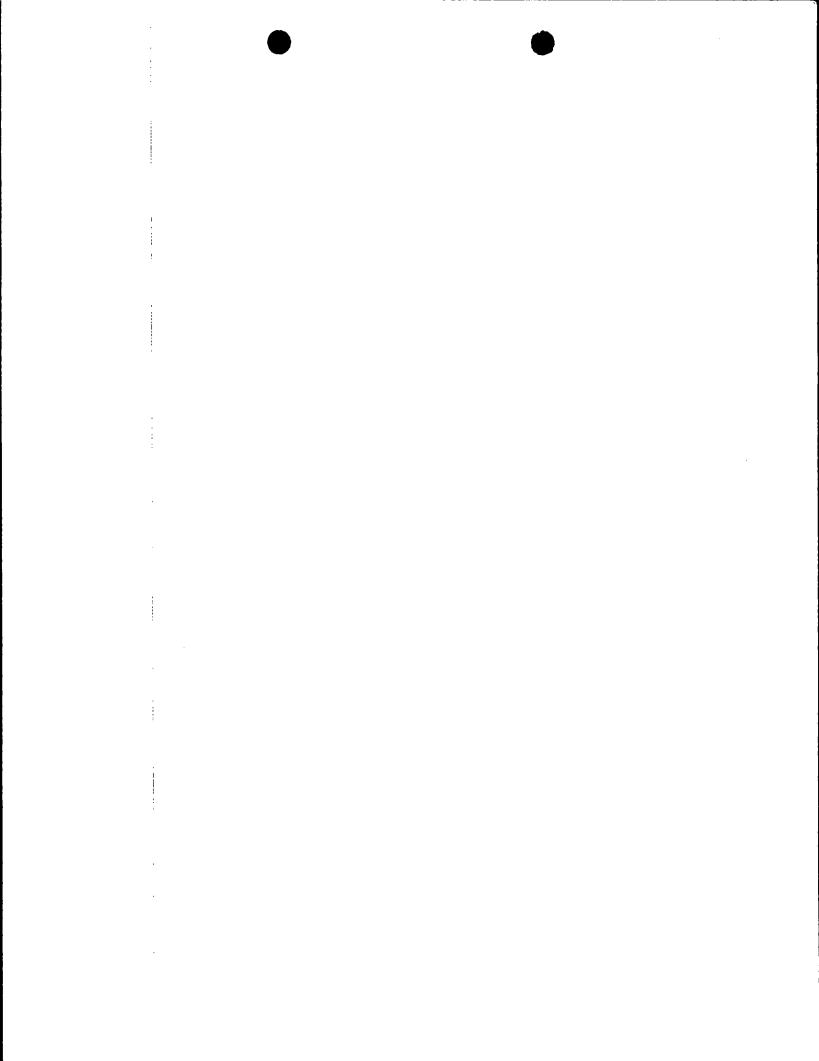
- 2. Section 2 of the Contract is rewritten to read as follows:
 - Compensation. Based on the original Independent Contractor Agreement. No additional compensation will be made for operation of the Mobile MBR wastewater plants.
- 3. Section 5.1 of the Contract to add the following statement:
 - 5.1 <u>Term</u>. Mobile MBR wastewater plant will be utilized until Moyock Regional WWTP repairs are made.
- 4. Exhibit B Envirolink Scope of Work of the Contract to add the following statement:

 Section 2.2 add the following additional bullet item:
 - The contractor shall be solely responsible for fines and penalties resulting from the Mobile MBR wastewater plants operation or performance.
- 4. Exhibit C Owners Responsibility of the Contract to add the following statement:

<u>Third Bullet</u> – Change to "Rehabilitative and Correction of substandard conditions except those associated with the Mobile MBR wastewater plants".

<u>Sixth Bullet</u> – Add the following sentence: "Contractor shall be responsible for labor, parts and equipment associated with replacement and repairs to the Mobile MBR wastewater plants.

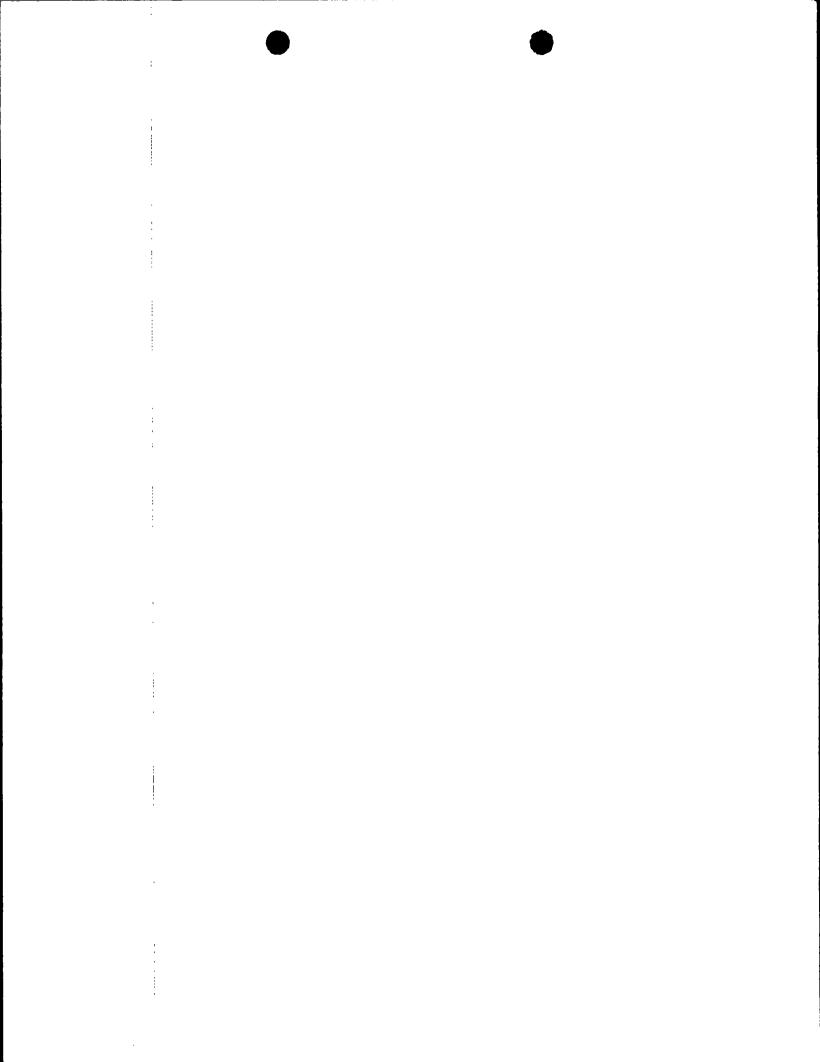
5. Except as amended herein, the terms and conditions of the Agreement shall remain in effect.



In Testimony Whereof, the parties have execu	uted this First Amendment to Independent
Contractor Agreement in duplicate originals this the	e 27 day of August , 2019.
ATTEST: By Leeann Walton, Clerk to the Board Of Commissioners	COUNTY OF CURRITUCK By: Sen Manager (SEAL) Ben Stikeleather, County Manager
ATTEST:	ENVIROLINK, INC.
By: (AM Mc/). Carr Mc/ Smbs Chief Overating Officer & General Course	By: Myers, President

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

Mulley frushley
Sandra Hill, Finance Office, Mully



COUTRACT # 1867 REGUISITION # 873

EQUIPMENT LEASE

This Equipment Lease (hereinafter referred to as the "Lease") is made as of this 27 day of August . 2019 by and between Envirolink, Inc, a North Carolina Corporation, located in Wake County, North Carolina (hereinafter collectively called "Lessor") and Currituck County, (hereinafter called "Lessee" or "County"). In this Lease, Lessor and Lessee are referred to collectively as the "Parties" and individually as a "Party".

Witnesseth

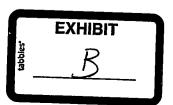
WHEREAS, Lessor is a North Carolina Corporation in the State of North Carolina, and it is in the business of providing water and wastewater operation and maintenance services to its clients; and

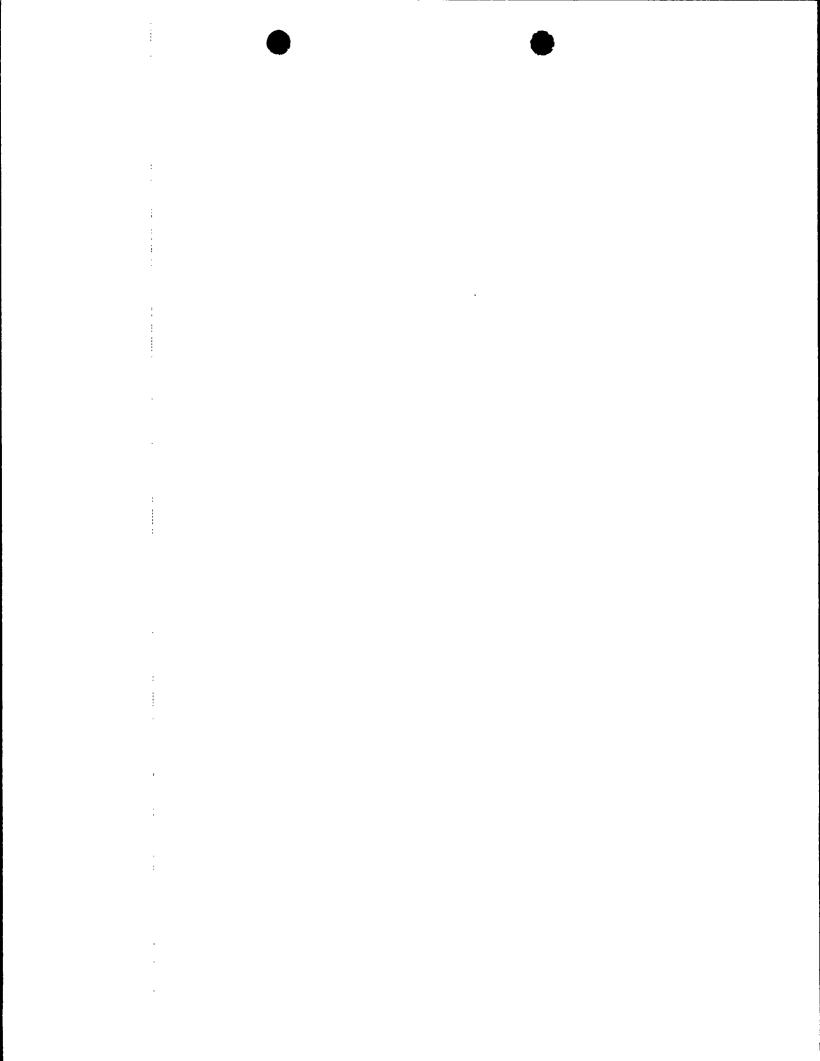
WHEREAS, Lessor owns certain tangible property that is used in connection with its Water and Wastewater Services; and

WHEREAS, Lessee desires to rent certain equipment from Lessor, and Lessor desires to rent such equipment to Lessee; and

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter set forth and the payment of the rent as herein provided for, the Parties hereto agree as follows:

- 1. <u>Property Leased</u>. Lessor herby rents to Lessee the tangible property that is listed on Exhibit A, attached hereto and incorporated herein by reference (hereinafter referred to collectively as the "Equipment"). Any such Equipment requiring registration and licensing by the North Carolina Department of Motor Vehicles listed on Exhibit A is referred to specifically as the "Vehicle Equipment".
 - 1a. Use of Equipment. Lessor is granted unrestricted exclusive use of equipment.
- 2. <u>Term.</u> The Lease will commence on the day the equipment is put in operation, and Lessor shall turn the Equipment over to Lessee in one year. The initial term of this Lease shall be for a period of one (1) Year and ending on the first (1st) anniversary of the lease date (hereinafter referred to as the "Initial Term"). Thereafter, this Lease shall be automatically renewed for an additional term of one (1) year (hereinafter referred to as the "Renewal Term"), unless cancelled by either Party prior to expiration of the Initial Term. This Lease shall be automatically terminated in the event that the Currituck County Moyock Regional WWTP returns to service and achieves compliance.
- 3. Rent and Payment. Rent for the Equipment during the Initial Term of the Lease shall be as described below per month and payable on the 1st day of each month. Rent for the Equipment during the Renewal Term of the Lease shall be fixed as described below and payable on the 1st day of each month. Either party may terminate this agreement upon 10-day notice to the other party. The Rent shall be paid to Lessor at the below address or at some other place that Lessor shall designate in writing:





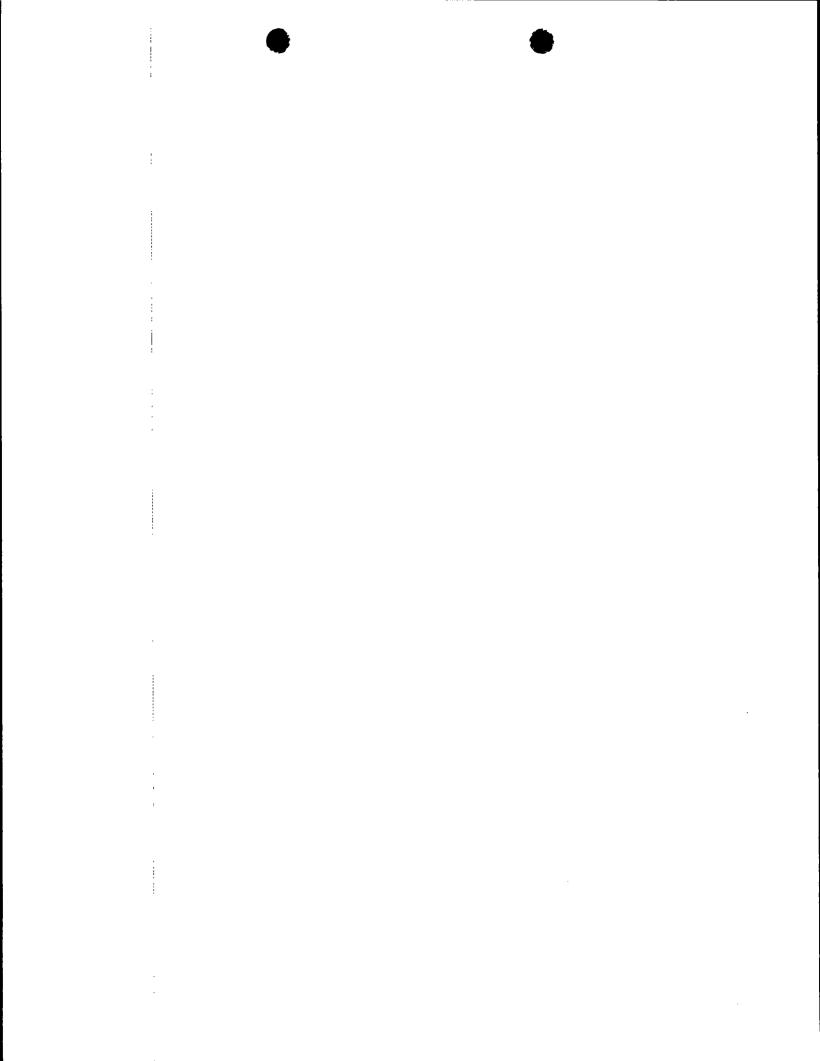
Envirolink, Inc 4700 Homewood Ct., Suite 108 Raleigh, North Carolina 27609 Tel. 252-235-4900

Upon commencement of the Lease, the Rent Payment shall be paid in accordance with the following table.

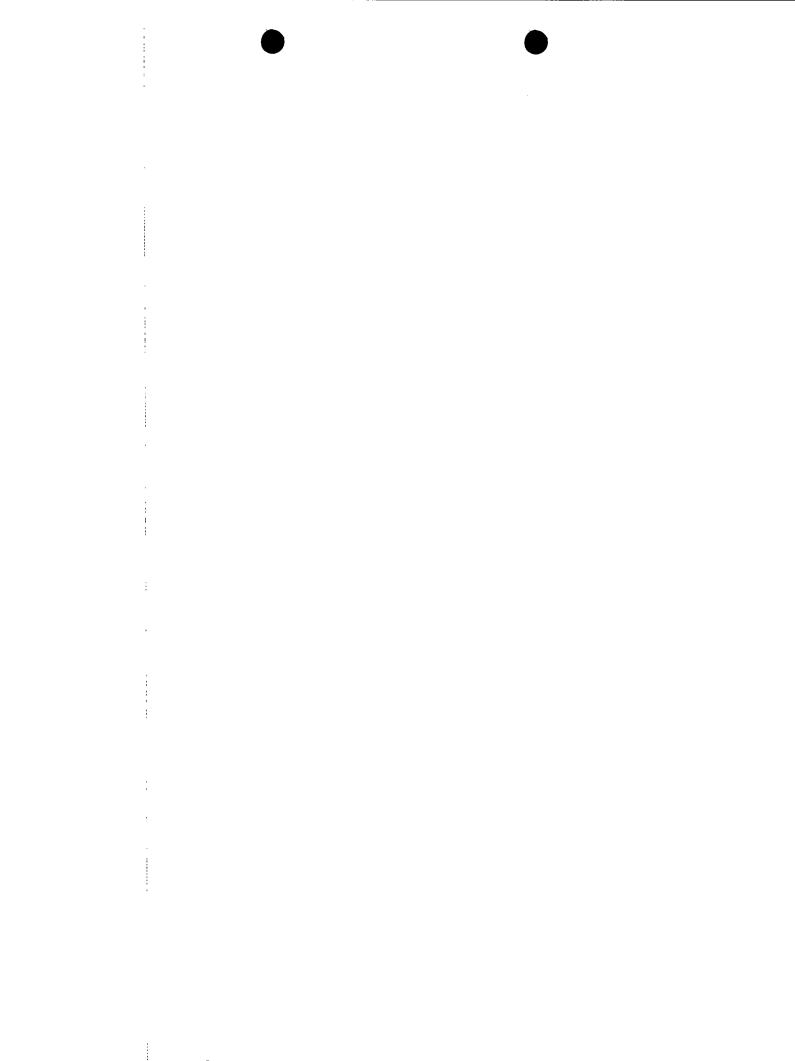
Equipment	Monthly Rent Payment	Annual Rent Payment
60,000 GPD MBR WWTP	Ten Thousand (\$10,000) per month	One hundred & Twenty Thousand (\$120,000) per year

4. Equipment Use.

- a. Lessee shall not use or allow the use of the Equipment for any illegal purpose or for the treatment of any material deemed extra hazardous by reason of being explosive or inflammable. Lessee will reimburse Lessor for all damages sustained by Lessor as a result of such use. Lessee will also reimburse Lessor for any Equipment confiscated by any governmental agency, or other expense incurred as a result thereof, whenever such confiscation or expense is caused by the illegal use of the Equipment.
- b. Lessee shall not use or allow the use of the Equipment for purposes other than its intended purposes.
- c. Lessor shall not be responsible or liable for loss to any goods or other property placed or treated by or in the Equipment.
- d. Lessee shall not use or allow the use of the Equipment outside of the United States without the prior consent of Lessor.
 - 5. Equipment Operation.
- a. The Equipment shall be operated only by safe, competent and duly licensed professionals. If Lessee is an individual, Lessee represents and warrants that Lessee has a valid license issued in Lessee's name by the appropriate agency of the state in which Lessee resides. If Lessee's license is ever revoked or suspended, Lessee must not permit the individual to operate Equipment or notify Lessor of this fact in writing within ten (10) days. Upon such an event, Lessor may demand redelivery of the Equipment upon ten (10) days' notice at Lessor's place of business or at any place agreed upon by Lessor and Lessee. If such an election is made, upon redelivery of the Equipment, the termination provisions of this Lease shall govern.



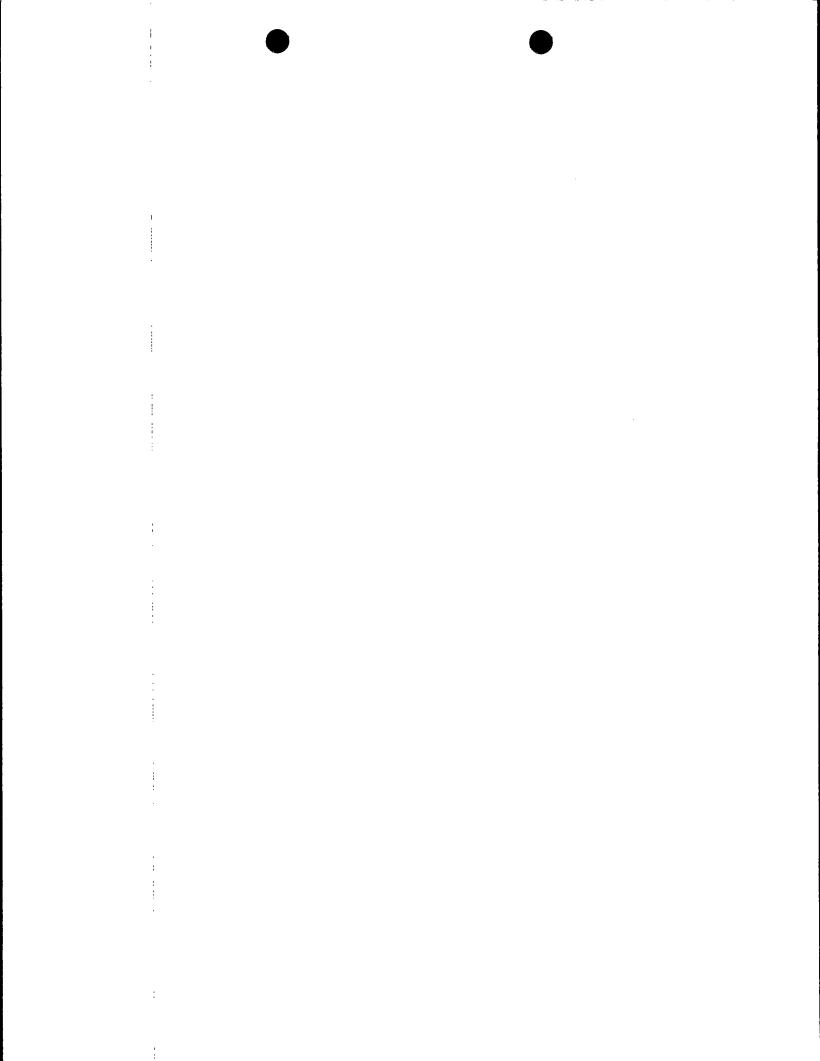
- b. Except as provided in Paragraph 17, Lessee and any person authorized by Lessee to operate the Equipment shall be solely responsible for individual fines and penalties resulting from this Equipment.
- 6. Expenses, Mobilization Fees. Taxes, and Other Charges. In addition to the Monthly Payment, Lessee agrees to pay: (i) all operating expenses, mobilization fees and taxes incurred in connection with the mobilizing, setting up, operation and maintenance of the Equipment, whether disclosed or undisclosed; (ii) all expenses in connection with the possession, use and operation of the Equipment including but not limited to chemicals, oil, grease, repairs, preventive maintenance, sludge hauling, storage, and servicing; (iii) all sales, use, and other taxes related to the Equipment. Lessee agrees to reimburse Lessor upon demand for any and all costs covered under this Section 4 which Lessor may pay on Lessee's behalf.
- 7. <u>Condition of Equipment</u>. Lessor warrants to Lessee that, so long as Lessee shall not be in default of the provisions of this Lease, neither Lessor, nor any assignee or secured party of Lessor will disturb Lessee's quiet and peaceful possession of the Equipment and Lessee's unrestricted use of the Equipment during the term(s) of the Lease. Lessor further warrants that Lessor has good title to the Equipment and that the Equipment is in good condition subject to reasonable wear and tear for equipment for similar age and fit for its intended use. Lessor hereby appoints Lessee as Lessor's agent to assert, during the term(s) of this Lease, any right that Lessor may have to enforce manufacturer's warranties, if any.
 - 8. <u>Maintenance. Repair. Damage. Loss. Theft. Destruction and Settlement.</u> Except as provided in Paragraph 17:
- a. Lessee shall bear all risks of damage, loss, theft or destruction, partial or complete, of the Equipment. Lessor agrees to keep the Equipment in efficient working order and repair.
- b. The cost and expense of all replacement parts, repairs or substitution of parts or equipment on the Equipment shall be borne by Lessor.
- c. If the Equipment is lost, stolen, destroyed or damaged beyond repair, Lessee shall promptly notify Lessor and hold the Equipment for disposal. If the Equipment is not available to Lessee for redelivery to Lessor, then Lessee shall pay to Lessor the termination value of the Equipment as if the Lessee had returned the Equipment on the date it was lost, stolen, destroyed or damaged beyond repair. Any insurance proceeds payable from the loss, theft, destruction or damage beyond repair of the Equipment shall be payable to Lessor and will be offset against the termination value to be paid.
- d. Lessee's obligation to make any payments under this Lease shall continue until final settlement.
- 9. Return of Equipment. Except as provided in Paragraph 17, upon return of the Equipment as provided in Section 7, Lessee authorizes Lessor to spend the sums required for normal reconditioning and inspection of the Equipment. After reconditioning and inspection, Lessor shall notify Lessee of any reconditioning requirements.



- 10. <u>Final Settlement</u>. Except as provided in Paragraph 17, the Reconditioning Estimate of the Equipment at Lease end shall be listed on the Schedule.
- 11. Return of Equipment. Except as provided in Paragraph 17, if Lessee fails to make all payments and pay for the cost of Reconditioning, Lessee agrees to return the Equipment to Lessor. Lessee agrees to return the Equipment at Lessee's expense to the Lessor's place of business or such other place as shall be agreed upon between Lessor and Lessee. Lessee agrees to return the Equipment in good operating condition and working order, free from physical or mechanical damage, except for reasonable wear and tear. Lessee agrees to return with the Equipment all other documents related to possession of the Equipment.
- 12. <u>Representations and Warranties of Lessee</u>. Lessee hereby represents and warrants that, with respect to the Lease:
 - (a) The execution, delivery and performance thereof by Lessee have been duly authorized by all necessary company action:
 - (b) The individuals executing such were duly authorized to do so; and
 - (c) This Lease constitutes the legal, valid and binding agreement of the Lessee enforceable in accordance with its terms.
- 13. <u>Representations and Warranties of Lessor</u>. Lessor hereby represents and warrants that, with respect to the Lease:
 - (a) The execution, delivery and performance thereof by Lessor have been duly authorized by all necessary municipal action;
 - (b) The individual executing such was duly authorized to do so; and
 - (c) This Lease constitutes the legal, valid and binding agreement of the Lessor enforceable in accordance with its terms
 - (d) The equipment will meet effluent limits of: BOD = 10 mg/L, Ammonia = 4 mg/L, Total Nitrogen = 7 mg/l, Nitrate = 10 mg/L, Phosphorus = 3 mg/L, TSS = 15 mg/L
- 14. Return of Equipment. When the Lease is terminated per section 2 above; Lessor shall be responsible for the return of the Equipment to Lessor at its address set forth below or at such other address as directed by Lessor:

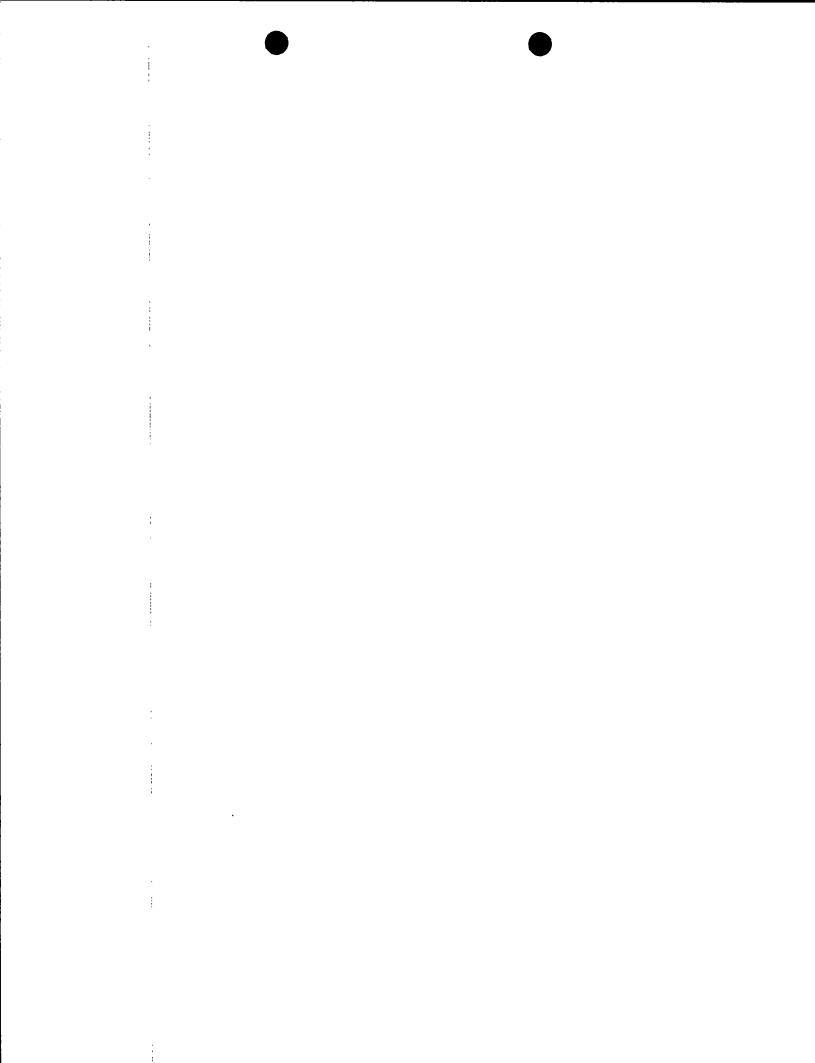
Envirolink, Inc 12357 Oak Ave Bailey, North Carolina 27807 Tel. 252-235-4900

15. Risk or Loss: Insurance.



- a. Lessee agrees to pay for and maintain public liability and property damage insurance for personal injury, death or property damage covered by the Equipment or its operation, in compliance with applicable law, but in any event not less than One Million Dollars (\$1,000,000) for any one person injured or killed, Three Hundred Thousand Dollars (\$300,000) for more than one person injured or killed in any one accident, and Fifty Thousand Dollars (\$50,000) for damage to property of others in any one accident.
- b. Lessee agrees to furnish Lessor with insurance endorsements or other written evidence of the above-required insurance coverage with insurance companies satisfactory to Lessor. Lessor and any other party in interest designated by Lessor shall be named as an additional insured and loss payee. Receipt of the written evidence of insurance by Lessor or its authorized agent shall be a condition of delivery of the Equipment to Lessee. The insurance coverage shall begin on or prior to the date the Equipment is delivered to Lessee and shall continue in full force until Final Settlement of the Lease. No cancellation or material change in and of the insurance required shall be permitted without the prior approval of Lessor upon thirty (30) days advance written notice. If, at any time, notice of cancellation of insurance coverage is given by the carrier, Lessee agrees to deliver the Equipment to Lessor or Lessor's representative prior to the effective date of cancellation.
- c. During the investigation, defense or prosecution of any claim or suit arising from possession, use or operation of the Equipment, Lessee agrees to cooperate fully with the Lessor and the insurance carriers.
- d. In the event the insurance coverage required is cancelled, or Lessee is unwilling or unable to obtain such insurance coverage, or Lessee is delinquent in making any premium or other payments required to keep such insurance coverage in effect, Lessor may, at its option, obtain the required insurance coverage or pay any delinquent premium or other payments on Lessee's behalf and Lessee hereby agrees to reimburse Lessor upon demand for any such costs or payments.
- 16. Indemnification. Lessor agrees to indemnify and hold harmless Lessee in the event that any act by an agent or employee of Lessor results in any claims, costs, expenses, damages, and liabilities, including attorney's fees, against Lessee arising out of the ownership, possession, leasing, renting, operation, control, use, maintenance, return or other disposition of the Equipment. To the extent authorized by law, Lessee agrees to indemnify and hold harmless Lessor in the event that any act by an agent or employee of Lessee results in any claims, costs, expenses, damages, and liabilities, including attorney's fees, against Lessor arising out of the ownership, possession, leasing, renting, operation, control, use, maintenance, return or other disposition of the Equipment. Each Party agrees to include the other in any liability insurance policies it holds as a named insured, and certificates of insurance shall be provided upon request. In no event shall either Party be responsible for the intentional wrongful acts of the other. All policies of liability insurance required to be maintained by Lessee shall provide that coverage shall not be canceled or non-renewed until at least thirty (30) days prior notice has been given, except only ten (10) days notice shall be provided for non-payment of premium.

Lessor shall procure and maintain fire, property, and boiler and machinery insurance, on an all risk basis, on the Equipment, in an amount equal to 100% of the value of the Equipment's



repair or replacement. On behalf of itself and its insurance carriers, Lessor agrees to provide Lessee a waiver of subrogation.

- 17. Operation & Maintenance Agreement. It is recognized that the Lessee has contracted with Envirolink for the operation and maintenance of this facility through a separate agreement. Through said agreement for operation and maintenance, Lessee has assigned certain responsibilities and liabilities. In the event of conflict between this provision and that agreement, the Agreement between the County and Envirolink for the operation and maintenance of this facility shall govern.
- 18. <u>Default</u>. In the event that Lessee fails to pay the rent for a period of ten (10) days after it is due and payable, the failure thereof shall constitute a default under this Lease. Upon the occurrence of a default of this Lease, Lessor shall have the right to pursue any remedy permitted by law or equity.
- 19. <u>Entire Agreement</u>. Lessor and Lessee acknowledge that there are no agreements or understandings, written or oral, between Lessor and Lessee with respect to the lease of the Equipment, other than as set forth herein, and that this Lease contains the entire agreement between Lessor and Lessee with respect thereto. This Lease may not be altered, modified or discharged except by a writing signed by the party against whom such alteration, modification or discharge is sought.
- 20. <u>No Waiver</u>. No omission or delay by Lessor at any time to enforce any right or remedy reserved to it, or to require performance of any of the terms, covenants or provisions hereof by Lessee at any time designated, shall be a waiver of any such right or remedy to which Lessor is entitled, nor shall it in any way affect the right of Lessor to enforce such provisions thereafter.
- 21. <u>Binding Nature</u>. This Lease shall be binding upon, and shall inure to be benefit of Lessor, Lessee, and their respective successors, legal representatives and assigns.
- 22. Notices. Any notice, request or other communication to either party by the other as provided for herein shall be given in writing and only shall be deemed received upon the earlier of receipt or three days after mailing if mailed postage prepaid by regular or airmail to Lessor or Lessee, as the case may be, at the following address for such party or at such changed address as may be subsequently submitted by written notice of either party.

If to Currituck County:

Currituck County 153 Courthouse Road, Suite 204 Currituck, North Carolina 27929 Tel. 252-232-2075

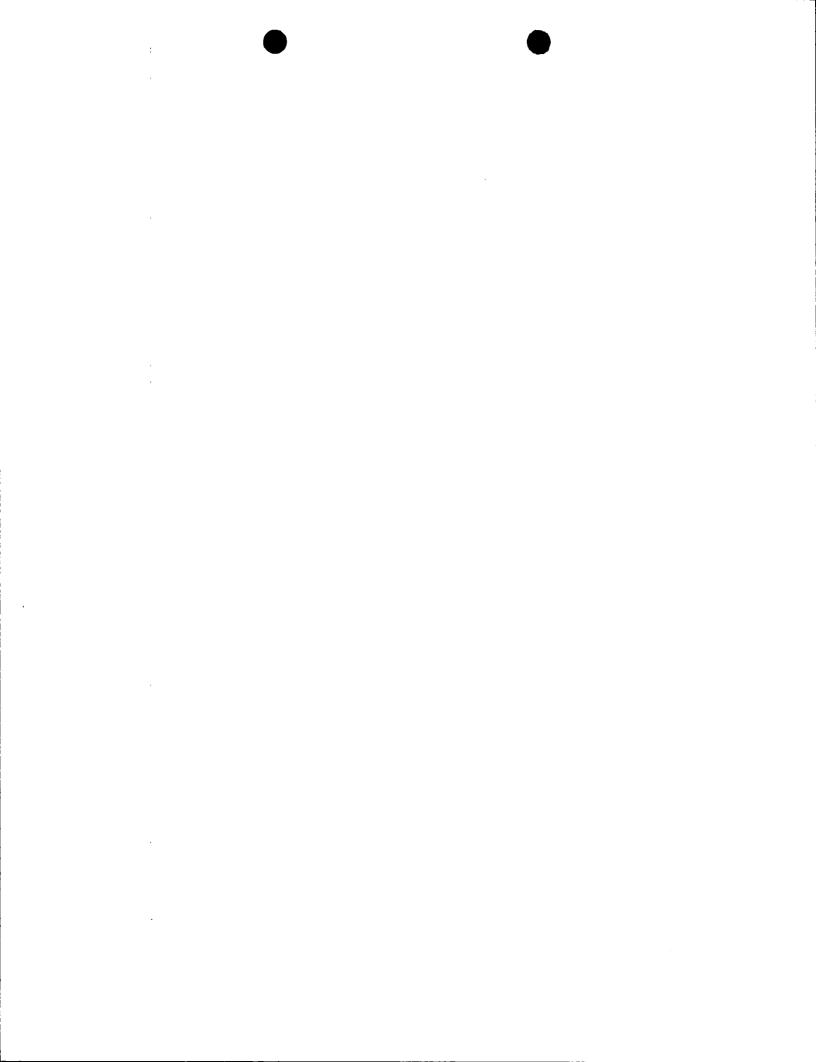
If to Envirolink:

Mr. J. Carr McLamb, Chief Operating Officer Envirolink, Inc. 4700 Homewood Ct., Suite 108



Raleigh, NC 27609

- 23. <u>Applicable Law</u>. This Lease shall be governed and construed for all purposes under and in accordance with the laws of the State of North Carolina.
- 24. <u>Severability</u>. In the event any one or more of the provisions of this Lease shall for any reason be held invalid, illegal or unenforceable, the remaining provisions of this Lease shall be unimpaired and the invalid, illegal or unenforceable provision shall be replaced by a mutually acceptable valid, legal and enforceable provision, which comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.
- 25. <u>Counterparts</u>. This Lease may be executed in any number of counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.



IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

	Currituck County
	By: Sm Stikewathe' Title: County Manager Date: 8/27/19
	Envirolink, Inc. By: Michigan Myers Title: 1 esident Date: 8 26 19
This instrument has been preaudited in the Fiscal Control Act	e Manner Required by the Local Government and
Finance Officer	
Currituck County, North Carolina	

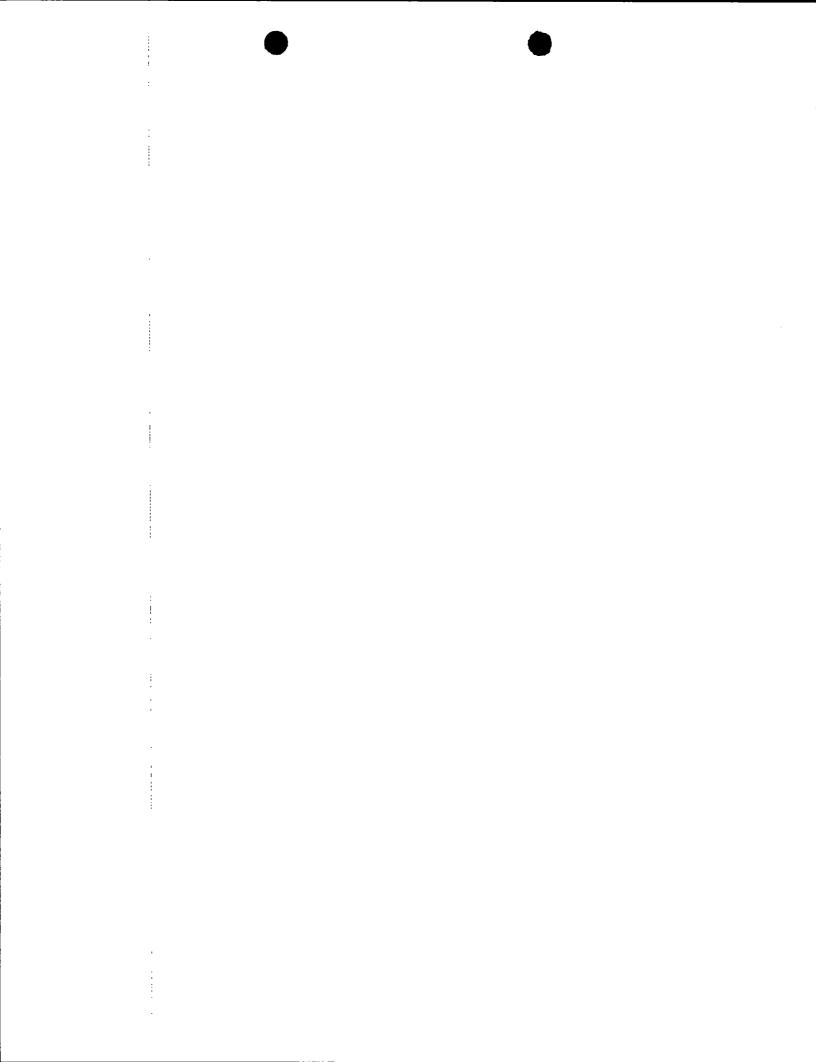


Exhibit A Listing of Equipment

- > 60,000 GPD Membrane Bioreactor WWTP consisting of the following treatment Equipment:
 - Screen: CONTEC #RBS4-T/A-ML
 - Blower: Kaeser #BB52C 5HP
 - Permeate pumps:
 - Varisco Vulcan #S04-024 5 HP
 - EQ/Recycle pump:
 - Varisco Vulcan #JE1-110 G10 2 HP
 - Liquid flowmeter:
 - ifm efector SM2601
 - Air flowmeter:
 - ifm efector SD0515
 - Pressure sensors:
 - ifm efector PG2457 & PG2409
 - MLSS: Chemitec S461S MLSS Series 50 transmitter

STATE OF NORTH CAR	OLINA				File No.	23 CVS	147
Currituck	County				In The		urt Of Justice or Court Division
Name And Address Of Plaintiff 1 Envirolink, Inc. c/o Everett Gaskins Hancock LLP		Production of the second of th					
P.O. Box 911		الرباغ مسط مدعا دا			GE	NERAL	
Raleigh	NQ[[]]	ÀF27602) D	1: 58	CIV	IL ACTION	COVER S	SHEET
Name And Address Of Plaintiff 2					TIAL FILING		
	CURRI	INCK COUNT.	C.S.C.	i limi	HAL FILING	V 20825005	INI FILING
	BY_	Mg					
							Superior and District Courts
VERSUS			Name And Ad (complete for	ldress Of a initial app	Attomey Or Party, bearance or change	If Not Represented e of address)	d
Name And Address Of Defendant 1 Currituck County			James M.		·	,	
c/o Donald "Ike" McRee, Jr., County M	anager		Everett Ga	askins F	Hancock LLP		
153 Courthouse Road, Suite 204	unugoi		P.O. Box	911			
Currituck	NC	27929	Raleigh				NC 27602
Summons Submitted			Telephone No	o. 919-755	0025	Cellular Teleph	one No.
∑ Yes □	No		NC Attorney I		Attorney Email A	ddmes	
			3822		james@eghla		
Name And Address Of Defendant 2							
					ppearance in C	CaseCha	nge of Address
			Name Of Firm		Tompools I I D		Fax No.
			Counsel For	ISKIIIS FI	Iancock LLP		919-755-0009
Summons Submitted			X All Plai	ntiffs	All Defenda	ants 🗌 Only	'. (list party(ies) represented)
∐ Yes □	No						
∑ Jury Demai	nded In Plea	ding Com	plex Litigati	on [Stipulate to	Arbitration	
		TYPE OF I	PLEADING	3	· · · · · · · · · · · · · · · · · · ·		
(check all that apply)				-			
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Amended Answer/Reply (AMND-Respons	se)		_		-	_	-D Cases (OTHR)
Amended Complaint (AMND)			1 == ' '		/Division (IMVN)		
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Change Venue (CHVN)	O(e)		1 ==	ad (OTH	=		
☑ Complaint (COMP)			I ===		tion (Person) (L	JPN)	
Confession Of Judgment (CNFJ)			1 ==		tion (Subject Ma	•	
Consent Order (CONS)			Modifica	ation Of (Child Support In	IV-D Actions (M	ISUP)
Consolidate (CNSL)			Notice (Of Dismis	ssal With Or Wit	hout Prejudice (VOLD)
Contempt (CNTP)			1=		As Indigent (OTI	•	
Continue (CNTN)					In Lieu Of Answe	er (MDLA)	
Compel (CMPL) Counterclaim (CTCL) Assess Court Cost.	c			ns (SAN: de (OTHI	•		
Crossclaim (list on back) (CRSS) Assess			1 ==	ause (SI			
Dismiss (DISM) Assess Court Costs			·	r (TRFR)			
Exempt/Waive Mediation (EXMD)						Party Defendants	on back) (TPCL)
Extend Statute Of Limitations, Rule 9 (ES	SOL)		1 —		udgment (VCME	D)	
Extend Time For Complaint (EXCO)			1 ==		unsel (WDCN)		
Failure To Join Necessary Party (FJNP)			Other (specify a	nd list each sep	arately)	
NOTE: All filings in civil actions shall include a the Administrative Office of the Courts							

NOTE: All filings in civil actions shall include as the first page of the filing a cover sheet summarizing the critical elements of the filing in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent filings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

		CLAIMS FOR RELIEF		
	dministrative Appeal (ADMA) opointment Of Receiver (APRC) stachment/Garnishment (ATTC) laim And Delivery (CLMD) ollection On Account (ACCT) ondemnation (CNDM) ontract (CNTR) iscovery Scheduling Order (DSCH) junction (INJU)	Limited Driving Privilege - Out-Of-State Convictions (PLDP) Medical Malpractice (MDML) Minor Settlement (MSTL) Money Owed (MNYO) Negligence - Motor Vehicle (MVNG) Negligence - Other (NEGO) Motor Vehicle Lien G.S. Chapter 44A (MVLN) Possession Of Personal Property (POPP)	☐ Product Liability (PROD) ☐ Real Property (RLPR) ☐ Specific Performance (SPP ☐ Other (specify and list each se	
	04/20/2023	Signature Of Attorney/Pary	Phononical and the state of the	
Asse Subs	S IN G.S. 7A-308 APPLY rt Right Of Access (ARAS) titution Of Trustee (Judicial Foreclosure) elemental Procedures (SUPR)	(RSOT)		
	HAC VICE FEES APPLY on For Out-Of-State Attorney To Appear I	n NC Courts In A Civil Or Criminal Matter (Out-Of	-State Attorney/Pro Hac Vice Fee	•)
No.	Additional Plaintiff(s)			
				
No.	Additional Defendant(s)	☐ Third Party Defendant(s)		Summons Submitted
				Yes No
Plaintii	f(s) Against Whom Counterclaim Asserted			
	: 		·	
Defend	dant(s) Against Whom Crossclaim Asserted			
 				

AOC-CV-751, Side Two, Rev. 3/19 © 2019 Administrative Office of the Courts



Mindy T. Lee

mindy@eghlaw.com

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April 20, 2023

VIA HAND DEELVERY

Clerk, Superior Court **Currituck County Courthouse** 2801 Caratoke Hwy Currituck, NC 27929

Envirolink, Inc. v. Currituck County

Case No.: 23 CVS 147

Dear Clerk of Court:

Enclosed please find the following:

- 1. One original and one copy of a Civil Cover Sheet;
- 2. One original and two copies of a Complaint;
- 3. Four copies of a Summons.

Please file the original Civil Cover Sheet and Complaint and return the filedstamped copies along with the issued Summonses to our office for service. Our courier will return these documents to us.

Please contact our office with any questions. Thank you.

Thank you,

EVERETT GASKINS/HANCOCK, LLP

Paralegal to James M. Hash

/mtl Encl.



STATE OF NORTH CAROLINA	File No. 23 CVS 147
Currituck County	Scan No.
	In The General Court Of Justice ☐ District ☒ Superior Court Division
Name Of Plaintiff	
Envirolink, Inc.	CIVIL SUMMONS
	TO BE SERVED WITH
VERSUS	ORDER EXTENDING
Name Of Defendant(s)	TIME TO FILE COMPLAINT
Currituck County	I IIVIE 10 FILE COMPLAINT
	G.S. 1A-1, Rule 4
То:	To:
Name And Address Of Defendant 1	Name And Address Of Defendant 2
Currituck County	
c/o Donald "Ike" McRee, Jr., County Manager	
153 Courthouse Road, Suite 204 Currituck NC 27929	
You have to respond within 30 days. You may possible, and, if needed, speak with someone ¡IMPORTANTE! ¡Se ha entablado un proceso o ¡NO TIRE estos papeles! Tiene que contestar a más tardar en 30 días. ¡I	ers are legal documents, DO NOT throw these papers out! want to talk with a lawyer about your case as soon as who reads English and can translate these papers! civil en su contra! Estos papeles son documentos legales. Puede querer consultar con un abogado lo antes posible con alguien que lea inglés y que pueda traducir estos
documentos!	
A Civil Action Has Been Commenced Against You!	
You are notified to appear and answer the complaint of the plaintiff as	s follows:
the plaintiff's attorney or by mailing a copy to one of them at his/h	er. You may serve your answer by delivering a copy to the plaintiff or er last known address.
2. File the original of the written answer with the Clerk of Superior C	•
If you fail to answer the complaint, the plaintiff will apply to the Court	for the relief demanded in the complaint.
Name And Address Of Plaintiff's Attomey (if none, Address Of Plaintiff) James M. Hash	Date 3(31(23 Time 10:42 □ AM □ PM
Everett Gaskins Hancock LLP	Signature 1 1 1
P.O. Box 911	pa Just
Raleigh NC 27602	Deputy CSC Assistant CSC Clerk Of Superior Court

	!				
		· · · · · · · · · · · · · · · · · · ·	RETUR	RN O	F SERVICE
I certify that this	s Summons and	d a copy of the Ord	er were receive	ed an	d served as follows:
			DEI	FENI	DANT 1
Date Served	· !	Time Served	MA F	РМ	Name Of Defendant
	_	lant named above a			ions and Order. use or usual place of abode of the defendant named above with a
person of s	uitable age and	discretion then res	iding therein, v	who i	s named below.
	<u> </u>	oration, service was om Copies Left (if corpora			ring a copy of this Summons and Order to the person named below.
TValle Alla Address (·	ин Сорієѕ Еен (іі согран	nion, give une or p	ersuii (ouples left with
Service acc	cepted by defen	dant			
Date Accepted		Time Served	AM!	PM	Signature
Other man	ner of service (s	pecify)			
☐ Defendant	MAS NOT serv	ed for the following	reason.		
		od tot allo tollowing	7000011.		
			DE	FEN	DANT 2
Date Served		Time Served	Пам П	PM	Name Of Defendant
By deliverir	ng to the defend	lant named above a	a copy of this S	Sumn	nons and Order.
		ummons and Orde I discretion then res			use or usual place of abode of the defendant named above with a s named below.
As the defe	; endant is a corp	oration, service wa	s effected by d	delive	ring a copy of this Summons and Order to the person named below.
Name And Address	Of Person With Who	om Copies Left (if corpor	ation, give title of p	person	copies left with)
			·		
	•				
	1	•			
☐ Service acc	cepted by defen	dant			
Date Accepted		Time Served			Signature
· ·	•		AM	PM	
Other man	ner of service (s	specify)			
☐ Defendant	WAS NOT serv	ed for the following	reason:		
	1				
Service Fee Paid	!	Date Received			Signature Of Deputy Sheriff Making Return
\$		Date Received			Signature Of Deputy Strend Making Return
Paid By	-	Date Of Return			Name Of Deputy Sheriff Making Return (type or print)
AOC CV 102 S	Sido Turo Poy 2/1	L			County Of Sheriff

AOC-CV-102, Side Two, Rev. 3/19
© 2019 Administrative Office of the Courts

	1- 1-	
NA	File No.	23 CVS 147
	In Th	ne General Court Of Justice rict 🛣 Superior Court Division
البرزة ويسرط شمدت إلى الا		
2023 MAR 31 A K	- • •	ON AND ORDER
THERETIES COURTY	Can EXTEND	ING TIME TO
	FILE C	OMPLAINT
011		G.S. 1A-1, Rule 3
APPLICAT	rion	
least \$25,000.00 plus pre- em just and proper.	and post-judgment interest	as allowed and such other and further
11.1 82 16	/	Applicant
HMW W		Attorney For Applicant
ORDE	R	
ion is granted to the app	olicant to file a complaint in	n this action up to and including
of Order.)	Assistant Clerk Of Superior Cou	or Clerk Of Superior Court
	APPLICATE APPLICATE	2023 MAR 31 A 10: 41 APPLICATION STRUCK COUNTY, C.S.C. FILE C APPLICATION File a complaint in this action within twenty (20) of Rules of Civil Procedure. The nature and purpos gainst defendant Currituck County including, but not like the process of the seement dated December 31, 2018, with an amendment new owed on an open account; quantum meruit; unjust least \$25,000.00 plus pre- and post-judgment interest them just and proper. ORDER The procedure of the post-judgment interest

complaint must be served in accordance with the provisions of Rule 4 or by registered mail if the plaintiff so elects. If a complaint is not filed within the above period, the action shall abate.

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STATE OF NORTH CAROLINA	File No. 23 CVS 147
Currituck County	In The General Court Of Justice ☐ District ☑ Superior Court Division
Name And Address Of Plaintiff 1 Envirolink, Inc. c/o Everett Gaskins Hancock LLP P.O. Box 911 Raleigh Name And Address Of Plaintiff 2	GENERAL Y. C.S.S. CIVIL ACTION COVER SHEET Initial filing Subsequent filing
	Rule 5(b) of the General Rules of Practice for the Superior and District Courts
VERSUS Name And Address Of Defendant 1 Currituck County c/o Donald "Ike" McRee, Jr., County Manager 153 Courthouse Road, Suite 204 Currituck NC 27929	Name And Address Of Attorney Or Party, If Not Represented (complete for initial appearance or change of address) James M. Hash Everett Gaskins Hancock LLP P.O. Box 911 Raleigh NC 27602
Summons Submitted	Telephone No. Cellular Telephone No.
X Yes No Name And Address Of Defendant 2	919-755-0025 NC Attorney Bar No. Attorney Email Address 38221 james@eghlaw.com
	☒ Initial Appearance in Case ☐ Change of Address
	Name Of Firm Everett Gaskins Hancock LLP Fax No. 919-755-0009
Summons Submitted Yes No	Counsel For All Plaintiffs All Defendants Only: (list party(les) represented)
Jury Demanded In Pleading Com	olex Litigation Stipulate to Arbitration
(check all that apply) Amend (AMND) Amended Answer/Reply (AMND-Response) Amended Complaint (AMND) Assess Costs (COST) Answer/Reply (ANSW-Response) (see Note) Change Venue (CHVN) Complaint (COMP) Confession Of Judgment (CNFJ) Consent Order (CONS) Consolidate (CNSL) Contempt (CNTP) Continue (CNTN) Compel (CMPL) Counterclaim (CTCL) Assess Court Costs Dismiss (DISM) Assess Court Costs Exempt/Waive Mediation (EXMD) Extend Statute Of Limitations, Rule 9 (ESOL) Extend Time For Complaint (EXCO) Failure To Join Necessary Party (FJNP)	Failure To State A Claim (FASC) Implementation Of Wage Withholding In Non-IV-D Cases (OTHR) Improper Venue/Division (IMVN) Including Attorney's Fees (ATTY) Intervene (INTR) Interplead (OTHR) Lack Of Jurisdiction (Person) (LJPN) Lack Of Jurisdiction (Subject Matter) (LJSM) Modification Of Child Support In IV-D Actions (MSUP) Notice Of Dismissal With Or Without Prejudice (VOLD) Petition To Sue As Indigent (OTHR) Rule 12 Motion In Lieu Of Answer (MDLA) Sanctions (SANC) Set Aside (OTHR) Show Cause (SHOW) Transfer (TRFR) Third Party Complaint (list Third Party Defendants on back) (TPCL) Vacate/Modify Judgment (VCMD) Withdraw As Counsel (WDCN) Other (specify and list each separately) Application and Order Extending Time to File Complaint

NOTE: All fillings in civil actions shall include as the first page of the filling a cover sheet summarizing the critical elements of the filling in a format prescribed by the Administrative Office of the Courts, and the Clerk of Superior Court shall require a party to refile a filing which does not include the required cover sheet. For subsequent fillings in civil actions, the filing party must include either a General Civil (AOC-CV-751), Motion (AOC-CV-752), or Court Action (AOC-CV-753) cover sheet.

		CLAIMS FOR RELIEF		
	dministrative Appeal (ADMA) oppointment Of Receiver (APRC) ttachment/Garnishment (ATTC) daim And Delivery (CLMD) ollection On Account (ACCT) ondemnation (CNDM) ontract (CNTR) iscovery Scheduling Order (DSCH) junction (INJU)	Limited Driving Privilege - Out-Of-State Convictions (PLDP) Medical Malpractice (MDML) Minor Settlement (MSTL) Money Owed (MNYO) Negligence - Motor Vehicle (MVNG) Negligence - Other (NEGO) Motor Vehicle Lien G.S. Chapter 44A (MVLN) Possession Of Personal Property (POPP)	☐ Product Liability (PROD) ☐ Real Property (RLPR) ☐ Specific Performance (SPPR) ☐ Other (specify and list each separately) Amm. if	
Asse Subs Supr	IN G.S. 7A-308 APPLY Int Right Of Access (ARAS) Ititution Of Trustee (Judicial Foreclosure) Idemental Procedures (SUPR) HAC VICE FEES APPLY			
		n NC Courts In A Civil Or Criminal Matter (Out-Of	State Attorney/Pro Hac Vice Fee)	
No.	Additional Plaintiff(s)			
				
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			· <u>-</u> .	
				<u></u>
No.	Additional Defendant(s)	☐ Third Party Defendant(s)	Summe Submit	
			Yes	No
			Yes	No No
			Yes	No
			Yes	No
			Yes	No
Plaintif	f(s) Against Whom Counterclaim Asserted			
	<u>. i</u>			
	İ			
Defend	dant(s) Against Whom Crossclaim Asserted			
	i i			

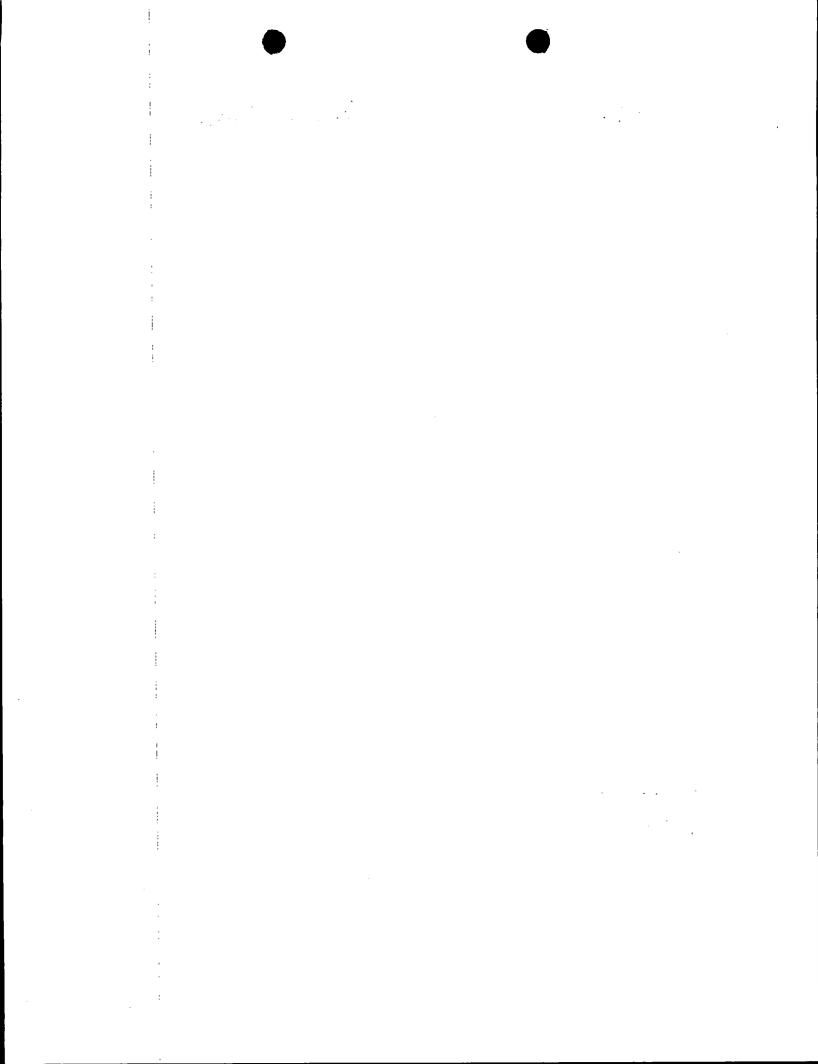
Currituck County Clerk of Superior Court CIVIL RECEIPTING As of 10/1/2014

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J00 Bk Page	Payee Name: (Pd by: attorney	, interested party,	etc.)			
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[] CVDC CVD Counter/Cross CVSC CVS Counter/Cross	s Claim \$ <u>200</u>			MPTION (214	100) <u>\$10</u>	
[] CVMC Small Claims Coun	ter/Cross \$ <u>96</u>		IES (2141	0)	<u> </u>	
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CURRITUCK COUNTY CLERK OF COURT

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Abstract # Bk Page	Payee Name: (Pd by: attorney	, interested	h.		iere++	Gaski	J)
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