



# **STATE OF NORTH CAROLINA**

**Department of Natural and Cultural Resources**

**Invitation for Bid #: 46-DNCR-25-2076**

**Wastewater Maintenance for NC Aquarium at Jennette's Pier**

**Date of Issue: March 11, 2025**

**Bid Opening Date: March 25, 2025**

**At 2:00 PM ET**

**Direct all inquiries concerning this IFB to:**

Dwayne Alston

Procurement Specialist

Email: [dwayne.alston@dncr.nc.gov](mailto:dwayne.alston@dncr.nc.gov)

Phone: 919-814-6734



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**46-DNCR-25-2076**

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For internal State agency processing, including tabulation of bids, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page shall be filled out and returned with your bid.  
Failure to do so may subject your bid to rejection.**

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Vendor Name

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Vendor eVP#

**Note:** For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

<b>STATE OF NORTH CAROLINA</b> <b>Department of Natural and Cultural Resources</b>	
Refer <u>ALL</u> Inquiries regarding this IFB to the procurement lead through the Message Board in the Sourcing Tool. See Section 2.6 for details: <b>Dwayne Alston</b>	Invitation for Bid #: 46-DNCR-25-2076
	Bids will be publicly opened: March 25, 2025, at 2:00 PM ET
Using Agency: DNCR, NC Aquarium at Jennette’s Pier	Commodity No. and Description: 701716 - Water quality management services
Requisition No.: RQ172454	

**EXECUTION**

In compliance with this Invitation for Bid (IFB), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

By executing this bid, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this bid is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this bid, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this IFB, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

As required by Executive Order 24 (2017), the undersigned vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the IFB, the undersigned certifies, for Vendor’s entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS** incorporated herein. These documents can be accessed from the Ariba Sourcing Tool.

**Failure to execute/sign bid prior to submittal shall render bid invalid and it SHALL BE REJECTED. Late bids shall not be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

**VALIDITY PERIOD**

Offer shall be valid for at least one hundred twenty (120) days from date of bid opening, unless otherwise stated here: \_\_\_\_\_ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this IFB.

**ACCEPTANCE OF BIDS**

If your bid is accepted, all provisions of this IFB, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply. Depending upon the Goods or Services being offered, other terms and conditions may apply, as mutually agreed.

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on

The attached certification, by \_\_\_\_\_.

**(Authorized Representative of the Department of Natural and Cultural Resources)**

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## 1.0 PURPOSE AND BACKGROUND

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The North Carolina Department of Natural and Cultural Resources (hereafter, "Department"), on behalf of North Carolina Aquarium at Jennette's Pier (hereafter "Aquarium"), requires a qualified Vendor to furnish one (1) Operator in Responsible Charge (hereafter, "ORC"), who will maintain the wastewater and collection system (hereafter, "the system") which is served by a 14,640-gallon per day reclaimed water generation and high-rate infiltration facility at North Carolina Aquarium at Jennette's Pier. North Carolina Aquarium at Jennette's Pier is located at 7223 South Virginia Dare Trail, Nags Head, NC 27959.

The intent of this solicitation is to award an Agency Specific Contract.

### 1.1 CONTRACT TERM

The Contract shall have a term of three (3) years beginning on the date of final Contract execution (the "Effective Date"), or March 21, 2025, whichever is later.

The State reserves the right to extend the Contract after the last active term.

Bids shall be submitted in accordance with the terms and conditions of this IFB and any addenda issued hereto.

## 2.0 GENERAL INFORMATION

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### 2.1 INVITATION FOR BID DOCUMENT

This IFB is comprised of the base IFB document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

### 2.2 E-PROCUREMENT FEE

**ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.**

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

#### What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>.

### 2.3 NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this IFB and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this IFB.

If Vendors have questions or issues regarding any component of this IFB, those must be submitted as questions in accordance with the instructions in the BID QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an IFB addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's bid that purports to vary any terms and conditions or Vendors'

instructions herein or to render the bid non-binding or subject to further negotiation. Vendor’s bid shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

**The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this IFB Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon during negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s bid as nonresponsive.**

**2.4 IFB SCHEDULE**

The table below shows the *intended* schedule for this IFB. The State will make every effort to adhere to this schedule.

Event	Responsibility	Date and Time
Issue IFB	State	March 11, 2025
Hold Pre-Bid Meeting/Site Visit	State	March 18, 2025, at 11:00 AM ET
Submit Written Questions	Vendor	March 19, 2025, by 12:00 PM ET
Provide Response to Questions	State	March 20, 2025, by 4:00 PM ET
Submit Bids	Vendor	March 25, 2025, at 2:00 PM ET
Contract Award	State	To Be Determined

**The Department of Natural and Cultural Resources will be conducting live bid openings over conference call. Below is the call-in information for this procurement’s bid opening scheduled for Tuesday, March 25, 2025, at 2:00 PM ET.**

**Call-in telephone number: 1-984-204-1487**

**Phone Conference ID number: 932 805 509#**

**2.5 SITE VISIT**

**Urged and Cautioned Site Visit**

- Date:** March 18, 2025
- Time:** 11:00 AM Eastern Time
- Location:** North Carolina Aquarium at Jennette’s Pier  
7223 South Virginia Dare Trail  
Nags Head, NC 27959
- Contact:** Deborah L. Guthrie
- Contact #:** 252-255-1501 ext. 200

**Instructions:** Vendor representatives are URGED and CAUTIONED to visit the site and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this IFB. A non-mandatory site visit is scheduled for this IFB. Submission of a bid shall constitute sufficient evidence of this compliance, and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this IFB.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this IFB, must be confirmed by written addendum before it can be considered to be a part of this IFB and any resulting contract.

**2.6 BID QUESTIONS**

Upon review of the IFB documents, Vendors may have questions to clarify or interpret the IFB in order to submit the best bid possible. To accommodate the Bid Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the IFB SCHEDULE Section of this IFB. Vendors will enter "IFB # 46-DNCR-25-2076 – Questions" as the subject of the message. Question submittals should include a reference to the applicable IFB section. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this IFB. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this IFB, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the IFB and an addendum to this IFB.

## 2.7 BID SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its bid has been received as described in this IFB by the specified time and date of opening. Failure to submit a bid in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's bids(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's bids for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

### Tips for Using the Sourcing Tool

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues and then submit a revised response any time prior to the response due date and time. The State will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the State. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.

**5. Only Bids submitted through the Content Section of the Ariba Sourcing Event will be considered. Bids submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the bid, also submit one (1) signed, REDACTED copy of the bid. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services, or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the bid with its bid submission, the Department may release an unredacted version if a record request is received.

## **2.8 BID CONTENTS**

Vendors shall provide responses to all questions and complete all attachments for this IFB that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signatures where requested. Failure to provide all required items, or Vendor’s submission of incomplete items, may result in the State rejecting Vendor’s bid, in the State’s sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- A. Completed and signed version of all EXECUTION PAGES, along with the body of the IFB.
- B. Signed receipt pages of any addenda released in conjunction with this IFB, if required to be returned.
- C. Vendor’s Response (Section 4.8 License, Section 5.1 Specifications and Section 6.1 Contract Manager and Customer Service)
- D. Completed version of ATTACHMENT A: PRICING FORM
- E. Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- F. Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- G. Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- H. Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

## **2.9 ALTERNATE BIDS**

Unless provided otherwise in this IFB, Vendor may submit alternate bids for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate bid must specifically identify the IFB requirements and advantage(s) addressed by the alternate bid. Each bid must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various offerings, Vendor shall follow the specific instructions for uploading Alternate Bids in the Sourcing Tool.

## **2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS**

Relevant definitions for this IFB are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

The following definitions, acronyms, and abbreviations are also relevant to this IFB:

- A. Contract Lead: Representative of the Department of Natural and Cultural Resources identified on the first page of this IFB who will correspond with potential Vendors concerning solicitation issues and will contract with the Vendor providing the best offer to the State and is the individual who will administer the Contract for the State.
- B. Contract Manager: Representative of the Department of Natural and Cultural Resources or awarded Vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

## **3.0 METHOD OF AWARD AND BID EVALUATION PROCESS**

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### **3.1 METHOD OF AWARD**

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State’s best interest.

All responsive bids will be reviewed, and an award or awards will be based on the responsive bid(s) offering the lowest price that meets the specifications provided herein, to include any required verifications set out here in such as but not limited to past performance, references, and financial documents.

While the intent of this IFB is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this IFB in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The State reserves the right to waive any minor informality or technicality in bids received.

### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

While this IFB is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29. of the Instructions to Vendors entitled COMMUNICATOINS BY VENDORS

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor’s office); or private entity, if the communication refers to the content of Vendor’s bid or qualifications, the content of another Vendor’s proposal, another Vendor’s qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

Any Vendor not in compliance with this provision shall be disqualified from evaluation and award. A Vendor’s proposal may be disqualified if its subcontractor and/or supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement until the date of contract award or cancellation of the procurement). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this IFB, or inquiries directed to the purchaser named in this IFB regarding requirements of the IFB (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

### **3.3 BID EVALUATION PROCESS**

Only responsive submissions will be evaluated.

**The State will conduct an evaluation of responsive Bids, as follows:**

Bids will be received according to the method stated in the Bid Submittal section above.

All bids must be received by the issuing agency not later than the date and time specified in the IFB SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those that were previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids is authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, only the names of offerors and the Goods and Services offered shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor’s pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the bid. Vendors are cautioned, however, that the evaluators are not required

to request presentations or other clarification—and often do not. Therefore, all bids should be complete and reflect the most favorable terms available from the Vendor. Prices bid cannot be altered or modified as part of a clarification.

Bids will generally be evaluated, based on completeness, content, cost and responsibility of the Vendor to supply the requested Goods and Services. Specific evaluation criteria are listed in Section 3.1 METHOD OF AWARD.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the IFB number for this solicitation. Award of a Contract to one Vendor does not mean that the other bids lacked merit, but that, all factors considered, the selected bid was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more Vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

### 3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this IFB, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- A. Total cost to the State
- B. Level of quality provided by the Vendor
- C. Process and performance capability across multiple jurisdictions
- D. Protection of the State’s information and intellectual property
- E. Availability of pertinent skills
- F. Ability to understand the State’s business requirements and internal operational culture
- G. Particular risk factors such as the security of the State’s information technology
- H. Relations with citizens and employees
- I. Contract enforcement jurisdictional issues

### 3.5 INTERPRETATION OF TERMS AND PHRASES

This IFB serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the IFB. Except as specifically stated in the IFB, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a bid in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this IFB. By submitting a bid, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements, and terms and conditions stated in this IFB. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better bid, the Vendor is urged to submit these items in the form of a question during the question and answer period in accordance with the Bid Questions Section above.

### 4.1 PRICING

Bid price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete

ATTACHMENT A: PRICING FORM and upload it to the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

**4.2 INVOICES**

Vendor shall invoice the Using agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Using Agency with one (1) invoice per deliverable, deadline, and invoice amount listed in the payment schedule below. Invoices shall include detailed line-item information to allow the Using Agency to verify pricing at point of receipt matches the correct price from the original date of order. At a minimum, the following fields shall be included on all invoices, as relevant.

Vendor’s Billing Address, Customer Account Number, NC Contract Number, Order Date, Purchase Order Number, Service(s) Descriptions, and Price.

Invoices must be submitted to the following address: Accounts Payable  
Department of Natural and Cultural Resources  
PO# \_\_\_\_\_  
4605 Mail Service Center  
Raleigh, NC 27699-4605

Digital copies of invoices can be emailed to: [DNCRaccounts payable@dncr.nc.gov](mailto:DNCRaccounts payable@dncr.nc.gov)

**4.3 FINANCIAL STABILITY**

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially and adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor’s financial stability.

**4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this IFB will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

**4.5 REFERENCES**

Vendor shall upload at least three (3) references to the Sourcing Tool, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Bid.

**4.6 BACKGROUND CHECKS**

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

**4.7 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor's bid result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

**4.8 LICENSE**

Vendors are hereby notified that they must have proper license under the State laws governing their respective trades and that North Carolina General Statute 87 will be observed in receiving and awarding contracts.

Vendors are required to possess a current Operator in Responsible Charge's (ORC) certification and license from North Carolina Department of Environmental Quality.

**Has the Vendor included proof of a current Operator in Responsible Charge's (ORC) certification and license from North Carolina Department of Environmental Quality with its bid response?**  YES  NO

**4.9 VENDOR'S REPRESENTATIONS**

If Vendor's bid results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor's proper performance, provision and delivery of the Service and deliverables under a resulting Contract or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

**4.10 AGENCY INSURANCE REQUIREMENTS**

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00

B. Awarded Vendor shall have commercial liability insurance and provide proof of insurance to the Department within five (5) days of contract award.

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

### 5.1 SPECIFICATIONS

The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

VENDOR'S RESPONSE		
Item #	Specifications	Product/Service Offered Meets Specification
1	Furnish one (1) Operator in Responsible Charge (ORC) for the operation of the Wastewater and Collection System. Provide any additional staff, including three (3) backup ORCs, as needed outside of the ORC to perform routine operations and maintenance services, preventative maintenance, proper record keeping and procurement of supplies necessary for proper operation of the facility. All work shall be performed according to Wastewater Permit WQ0033589 which is included in Attachment One: Wastewater Permit.	<input type="checkbox"/> YES <input type="checkbox"/> NO
2	Perform the following onsite tasks each business day during regular business hours of 9:00 AM ET to 5:00 PM ET Monday through Friday for a total of five (5) times per week: A. Observe, inspect and document the system for any indication of performance problems (tanks, manholes, plumbing, valves, equipment). B. Confirm that meters, control panels, float switches, pumps and alarms are operating and functioning correctly. C. Record required effluent parameters, pump readings, disposal volumes and observations of system performance. D. Monitor and adjust the system to ensure the plant is operating according to manufacturer specifications. E. Perform and document required data (pH test, flow, freeboard as needed, etc.) F. Add chemicals supplied by the Vendor as needed (Disinfection, stabilization, etc.)	<input type="checkbox"/> YES <input type="checkbox"/> NO
3	Perform the following onsite tasks one (1) time per week: A. Test the backup generator. B. Visually observe the pump station to ensure its operation according to manufacturer specifications.	<input type="checkbox"/> YES <input type="checkbox"/> NO
4	Perform lab sampling for the Non-discharge Monitoring Report (NDMR) according to the required effluent parameters. The sampling shall be performed one (1) time per week for May to August and two (2) times per month for September to April.	<input type="checkbox"/> YES <input type="checkbox"/> NO
5	Record NDMR monthly data to be calculated and submitted as required with copies available to the Department Contract Manager.	<input type="checkbox"/> YES <input type="checkbox"/> NO
6	Respond to an emergency call from the Department Contract Manager within one (1) hour of the call during regular business hours of 9:00 AM ET to 5:00 PM ET Monday through Friday and two (2) hours for emergency calls on nights, weekends, and holidays.	<input type="checkbox"/> YES <input type="checkbox"/> NO

7	This contract is for inspections only and repairs are not included. Vendors are asked to provide the Department Contract Manager with an itemized quote for repairs which includes the equipment proposed and cost, and the Vendor labor rate per hour and estimated hours. Repairs will not begin until the quote has been approved by the Department Contract Manager.	<input type="checkbox"/> YES <input type="checkbox"/> NO
8	Furnish all equipment and supplies to perform inspections and abide by Occupational Safety and Health Administrator (OSHA) and North Carolina Department of Labor (NCDOL) requirements.	<input type="checkbox"/> YES <input type="checkbox"/> NO
9	Report potential problems discovered during the inspections to the Department Contract Manager immediately.	<input type="checkbox"/> YES <input type="checkbox"/> NO

**5.2 CERTIFICATION AND SAFETY LABELS**

Any manufactured items and/or fabricated assemblies provided hereunder that are subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization *acceptable to govern inspection where the item is to be located*, such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers’ Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution.

**The remaining of this page is intentionally left blank.**

**Section 6.0 CONTRACT ADMINISTRATION begins on the next page.**

## 6.0 CONTRACT ADMINISTRATION

All Contract Administration requirements are conditioned on an award resulting from this solicitation. This information is provided for the Vendor’s planning purposes.

### 6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State a contract manager. The contract manager shall be the State’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

Contract Manager Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

Department of Natural and Cultural Resources	
Contract Manager	Procurement Lead
Deborah L. Guthrie Business Manager NC Aquarium at Jennette’s Pier 7223 South Virginia Dare Trail Nags Head, NC 27959 Phone: 252-255-1501 ext. 200 Email: <a href="mailto:deborah.guthrie@ncaquariums.com">deborah.guthrie@ncaquariums.com</a>	Dwayne Alston Procurement Specialist NC DNCR, Purchasing Office 109 East Jones Street Raleigh, NC 27601-2807 Phone: (919) 814-6734 Email: <a href="mailto:dwayne.alston@dncr.nc.gov">dwayne.alston@dncr.nc.gov</a>

### 6.2 CONTINUOUS IMPROVEMENT

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consists of various ways to enhance business efficiencies as performance progresses.

### 6.3 PERIODIC STATUS REPORTS

The Vendor shall submit all reports by the deadlines included in the Permit. The Vendor shall submit copies of the reports to the Department Contract Manager.

#### **6.4 ACCEPTANCE OF WORK**

Performance of the work and/or delivery of Goods shall be conducted and completed at least in accordance with the Contract requirements and recognized and customarily accepted industry practices. Performance shall be considered complete when the Services or Goods are approved as acceptable by the Contract Administrator.

Acceptance of Vendor's work product shall be based on the following criteria:

**Work is completed to the satisfaction of the Department Contract Manager.**

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

#### **6.5 TRANSITION ASSISTANCE**

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to one (1) month to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

#### **6.6 DISPUTE RESOLUTION**

During the performance of the Contract, the parties agree that it is in their mutual interest to resolve disputes informally. Any claims by the Vendor shall be submitted in writing to the State's Contract Manager for resolution. Any claims by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

#### **6.7 CONTRACT CHANGES**

Contract changes, if any, over the life of the Contract shall be implemented by contract amendments agreed to in writing by the State and Vendor. Amendments to the contract can only be made through the Procurement Lead.

#### **6.8 ATTACHMENTS**

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

**ATTACHMENT A: PRICING FORM**

**FURNISH AND DELIVER: WASTEWATER AND WELL WATER TESTING**

**TABLE 1: WASTEWATER TESTING**

FOR EVALUATION PURPOSES

ITEM #	QTY.	DESCRIPTION	UNIT PRICE (Per Service Visit)	EXTENDED PRICE (UNIT PRICE x QTY.)
1	52	Provide an ORC to provide one (1) onsite visit per week for system checks and inspections	\$ _____	\$ _____
2	18	Lab sampling for the Non-discharge Monitoring Report (NDR) one (1) time per week May to August.	\$ _____	\$ _____
3	14	Lab sampling for the Non-discharge Monitoring Report (NDR) two (2) times per month September to April.	\$ _____	\$ _____
4			<b>TOTAL PRICE (Add Lines 1-3)</b>	\$ _____

**OPTIONAL TABLE 2: LABOR RATE FOR REPAIRS**

Repair Services are not covered under this contract; however, Vendors are asked to provide their current repair labor rates. This table is not for evaluation purposes. Services may be purchased at a later time at the State's discretion.

ITEM #	UOM	DESCRIPTION	UNIT PRICE (PER HOUR)
1	HOUR	Labor rate per hour for repairs during normal business hours (9:00 a.m. to 5:00 p.m., Monday – Friday)	\$ _____
2	HOUR	Labor rate per hour for repairs <i>outside</i> of normal business hours (9:00 a.m. to 5:00 p.m., Monday – Friday).	\$ _____

# ATTACHMENT ONE: WASTEWATER PERMIT WQ0033589

ROY COOPER  
*Governor*  
ELIZABETH S. BISER  
*Secretary*  
RICHARD E. ROGERS, JR.  
*Director*



NORTH CAROLINA  
*Environmental Quality*

January 4, 2024

MICHAEL P. REMIGE – DIRECTOR  
NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES  
POST OFFICE BOX 1445  
NAGS HEAD, NORTH CAROLINA 27959

Subject: Permit No. WQ0033589  
Jennette’s Pier WWTP  
Reclaimed Water Generation  
and High-Rate Infiltration  
System  
Dare County

Dear Mr. Remige,

In response to your permit renewal request received on October 9, 2023, we are forwarding herewith Permit No. WQ0033589 dated January 4, 2024, to the North Carolina Department of Natural and Cultural Resources for the continued operation of the subject reclaimed water generation and high-rate infiltration facilities.

This permit is effective from March 1, 2024, through February 29, 2032, shall replace Permit No. WQ0033589 issued on July 11, 2018, and is subject to the conditions and limitations therein. **The Permittee shall submit a renewal application no later than September 2, 2031.**

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

**The Division has removed the following permit condition since the last permit issuance dated July 11, 2018:**

- Old Condition II.12 – The Division has removed this condition because the permittee owns all the land within the permit compliance boundary.

**The following permit condition is modified since the last permit issuance dated July 11, 2018:**

- Condition I.1 – The Division has moved the old Condition VI.5 to Section I.



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

Mr. Michael P. Remige  
January 4, 2024  
Page 2 of 2

This permit can be contested as provided in [Chapter 150B of the North Carolina General Statutes](#) by filing a Petition for a Contested Case Hearing (Petition) with the North Carolina Office of Administrative Hearings (OAH) within 30 calendar days. Requirements for filing a Petition are set forth in [Chapter 150B of the North Carolina General Statutes](#) and [Title 26 of the North Carolina Administrative Code](#). Those interested in filing may access additional information regarding the requirements for filing a Petition and Petition forms at the OAH [website](#) or by calling the OAH Clerk’s Office at (919) 431-3000. A party filing a Petition shall serve a copy of the Petition on the Department of Environmental Quality’s Office of General Counsel at 1601 Mail Service Center, Raleigh, NC 27699-1601. If the party filing the Petition is not the Permittee, then the party shall also serve the Permittee pursuant to [G.S. 150B-23\(a\)](#).

If you need additional information concerning this permit, please contact Elton Luong at (919) 707-3661 or [elton.luong@deq.nc.gov](mailto:elton.luong@deq.nc.gov).

Sincerely,

DocuSigned by:



D1043082680C483...

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

- cc: Dare County Health Department (Electronic Copy)
- Washington Regional Office, Water Quality Regional Operations Section (Electronic Copy)
- Laserfiche File (Electronic Copy)
- Digital Permit Archive (Electronic Copy)

**NORTH CAROLINA**  
**ENVIRONMENTAL MANAGEMENT COMMISSION**  
**DEPARTMENT OF ENVIRONMENTAL QUALITY**  
**RALEIGH**

**RECLAIMED WATER GENERATION AND HIGH-RATE INFILTRATION SYSTEM PERMIT**

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

PERMISSION IS HEREBY GRANTED TO

**North Carolina Department of Natural and Cultural  
Resources**  
Dare County

FOR THE

continued operation of a 14,640 gallon per day (GPD) reclaimed water generation and high-rate infiltration facility consisting of:

a 3,000 gallon grease interceptor; two 14,000 gallon anoxic/equalization tanks; two 11,938 gallon Submerged Attached Growth Bioreactor (SAGB) main reactors; a 12,000 gallon clear well with pumps; a SAGB secondary reactor; a 3,000 gallon membrane filter dosing/secondary reactor backwash tank with pumps; a 23 gallon per minute (GPM) membrane filter unit (with two membrane filters); an 80 GPM ultraviolet (UV) disinfection unit with four bulbs; a 500 cubic feet per minute (CPM) scrubber unit for odor control (used as necessary); four 16,000 gallon and one 20,000 gallon holding tanks for a total of 84,000 gallons with pumps for five-day upset storage; a chemical feed system; a turbidimeter; blowers; a flow meter; a liquid propane (LP) backup generator; a 6,815 square foot (ft<sup>2</sup>) high-rate infiltration basin; a 5,000 gallon reclaimed water storage tank; reclaimed water distribution lines; a reclaimed water flow meter; secondary reclaimed water plumbing system at the Bath House and Pier House for toilet flushing that is deemed permitted pursuant to [15A NCAC 02U .0113\(a\)\(1\)](#); and all associated piping, valves, controls, and appurtenances; and the

to serve the Jennette’s Pier WWTP, with no discharge of wastes to surface waters, pursuant to the application received on October 9, 2023, and in conformity with the Division-approved plans and specifications considered a part of this permit.

This permit is effective from March 1, 2024, through February 29, 2032, shall replace Permit No. WQ0033589 issued on July 11, 2018, and is subject to the following conditions and limitations:

**I. SCHEDULES**

1. If the permitted facilities change ownership or the Permittee changes its name, the Permittee shall submit a permit modification request on Division-approved forms within 90 days of the change of ownership. The Permittee shall comply with all terms and conditions of this permit until the Division transfers the permit to the successor-owner. [\[G.S. 143-215.1\(d3\)\]](#)
2. The Permittee shall request renewal of this permit on Division-approved forms no later than September 2, 2031. [\[15A NCAC 02T .0105\(b\), 02T .0109, 02U .0105, 02U .0109\]](#)

**II. PERFORMANCE STANDARDS**

1. The Permittee shall operate and maintain the subject reclaimed water generation and high-rate infiltration facilities so there is no discharge to surface waters, nor any contravention of groundwater or surface water standards. In the event the facilities do not perform as designed, including the creation of nuisance conditions due to improper operation and maintenance, or failure of the infiltration areas to assimilate the effluent, the Permittee shall take immediate corrective actions, including Division-required actions, such as the construction of additional or replacement reclaimed water generation or disposal facilities, or cessation of reclaimed water conjunctive utilization. [\[15A NCAC 02T .0108\(b\)\(1\)\(A\), 02U .0108\]](#)
2. This permit shall not relieve the Permittee of its responsibility for contravention of groundwater or surface water standards resulting from the operation of this facility. [\[15A NCAC 02T .0108\(b\)\(1\)\(A\), 02U .0108\]](#)
3. Effluent quality shall not exceed the limitations specified in Attachment A. [\[15A NCAC 02T .0705\(b\), 02U .0301\]](#)
4. The Permittee shall not infiltrate effluent in exceedance of the hydraulic rates specified in Attachment B. [\[15A NCAC 02T .0705\(m\)\]](#)
5. The Permittee shall only utilize generated reclaimed water at the sites and for the activities specified in Attachment B. [\[15A NCAC 02U .0401\(g\)\]](#)
6. The Permittee shall tag or label all reclaimed water valves, storage facilities, and outlets to warn the public or employees that the reclaimed water is not for drinking. [\[15A NCAC 02U .0403\(b\)\]](#)
7. The Permittee shall color-code, tape, or otherwise mark all reclaimed water piping, valves, outlets, and other appurtenances to identify the source of the water as reclaimed water as follows:
  - a. All reclaimed water piping and appurtenances shall be either colored purple (Pantone 522 or equivalent) and embossed or integrally stamped or marked "CAUTION: RECLAIMED WATER - DO NOT DRINK" or installed with a purple (Pantone 522 or equivalent) identification tape or polyethylene vinyl wrap. The warning shall be on opposite sides of the pipe and repeated every three feet or less.
  - b. Identification tape shall be at least three inches wide and have white or black lettering on a purple (Pantone 522 or equivalent) field stating "CAUTION: RECLAIMED WATER - DO NOT DRINK." The Permittee shall install identification tape on top of reclaimed water pipelines fastened at least every 10 feet to each pipe length and run continuously the entire length of the pipe.
  - c. The Permittee shall tape or otherwise identify existing underground distribution systems retrofitted for conveying reclaimed water as described in Paragraphs a. and b. above. The Permittee shall perform this identification within 10 feet of any potable water supply line or sanitary sewer line crossing a reclaimed water line. The Permittee does not need to perform this identification for the entire length of the distribution system.  
[\[15A NCAC 02U .0403\(c\)\]](#)

8. The Permittee shall secure all reclaimed water valves and outlets such that only Permittee-authorized personnel can operate them. [[15A NCAC 02U .0403\(d\)](#)]
9. The Permittee shall place hose bibs in locked, below-grade vaults and label them non-potable. The Permittee may place hose bibs above ground and label them non-potable if the hose bibs require a tool to operate. [[15A NCAC 02U .0403\(e\)](#)]
10. There shall be no direct cross-connections between the reclaimed water and potable water systems unless such connection is Department-approved pursuant to [15A NCAC 18C .0406](#). [[15A NCAC 02U .0403\(f\)](#)]
11. For high-rate infiltration sites originally permitted on or after December 30, 1983, the Division has established the compliance boundary 250 feet from the infiltration area boundary or 50 feet within the property boundary, whichever is closest to the infiltration area boundary. Any exceedance of groundwater standards at or beyond the compliance boundary shall require the Permittee to take corrective action. The Division shall note any Division-approved relocation of the compliance boundary in Attachment B. The Division shall consider multiple contiguous properties under common ownership and permitted for use as a disposal system as a single property regarding the determination of a compliance boundary. [[15A NCAC 02L .0106\(e\)](#), [02L .0107\(b\)](#), [02L .0107\(c\)](#), [02L .0107\(f\)](#), [02T .0105\(h\)](#).]
12. The Division has established the review boundary midway between the compliance boundary and the infiltration area boundary. Any exceedance of groundwater standards at or beyond the review boundary shall require the Permittee to take preventative action. [[15A NCAC 02L .0106\(d\)](#), [02L .0108](#)]
13. The Permittee shall notify the Division of any sale or transfer of property affecting a compliance boundary (i.e., parcel subdivision). [[15A NCAC 02L .0107\(l\)](#)]
14. The Permittee or any landowner who owns land within the compliance boundary shall not construct any water supply wells within the compliance boundary. [[15A NCAC 02L .0107\(i\)](#)]
15. Reclaimed water distribution lines shall be at least five feet horizontally from and 18 inches below any water line if practicable. If these separation distances cannot be met, the piping and integrity testing procedures shall meet water main standards pursuant to [15A NCAC 18C](#). [[15A NCAC 02U .0403\(g\)](#), [02U .0403\(h\)](#)]
16. Reclaimed water distribution lines shall not be less than 50 feet from a well unless the piping and integrity testing procedures meet water main standards pursuant to [15A NCAC 18C](#), but in no case shall they be less than 25 feet from a private well. [[15A NCAC 02U .0403\(g\)](#), [02U .0403\(i\)](#)]
17. Reclaimed water distribution lines shall meet the separation distances to sewer lines pursuant to [15A NCAC 02T .0305](#). [[15A NCAC 02U .0403\(g\)](#), [02U .0403\(j\)](#)]

18. The Permittee shall operate and maintain the permitted facilities pursuant to the following setbacks:

a. The Division originally permitted the infiltration sites on March 6, 2009, with an application received on November 10, 2008. The setbacks for high-rate infiltration sites originally permitted or modified with an application received from September 1, 2006, through August 31, 2018, are as follows (all distances in feet):

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

<sup>1</sup> Habitable residences or places of assembly under separate ownership constructed after the Division originally permitted or subsequently modified the facilities are exempt from this setback.

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

<sup>3</sup> Since the Permittee is meeting effluent limitations of 7 mg/L for Total Nitrogen and 3 mg/L for Total Phosphorus, the Division has reduced setbacks to surface waters, groundwater lowering ditches, and subsurface groundwater lowering drainage systems from 200 feet to 100 feet.

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

b. The Division originally permitted the treatment and storage units on March 6, 2009, with an application received on November 10, 2008. The setbacks for treatment and storage units originally permitted or modified with an application received from September 1, 2006, through August 31, 2018, are as follows (all distances in feet):

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

<sup>1</sup> Habitable residences or places of assembly under separate ownership constructed after the Division originally permitted or subsequently modified the facilities are exempt from this setback.

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

[[15A NCAC 02T .0506\(b\)](#), [02T .0706\(d\)](#), [02T .0912\(a\)](#)]

**III. OPERATION AND MAINTENANCE**

1. The Permittee shall operate and maintain the subject facilities as a non-discharge system. [[15A NCAC 02T .0101](#), [02U .0101](#)]
2. The Permittee shall maintain an Operation and Maintenance Plan, which shall include:
  - a. A description of the operation of the system in sufficient detail to show what operations are necessary for the system to function and who shall conduct the operations.
  - b. A description of the anticipated maintenance of the system.
  - c. Provisions for safety measures, including restriction of access to the site and equipment.
  - d. Spill control provisions that include response to upsets and bypasses, including control, containment, and remediation; and contact information for personnel, emergency responders, and regulatory agencies.

[[15A NCAC 02T .0707\(a\)](#), [02U .0801\(a\)](#)]
3. Upon the Water Pollution Control System Operators Certification Commission’s (WPCSOCC) classification of the subject non-discharge facilities, the Permittee shall designate and employ a certified Operator in Responsible Charge (ORC), and one or more certified operators as Back-up ORCs. The ORC or its Back-up shall operate and visit the facilities as required pursuant to [15A NCAC 08G .0204](#) and [08G .0205](#). [[15A NCAC 02T .0117](#), [02U .0117](#)]
4. The Permittee shall test and calibrate the infiltration equipment once per permit cycle. [[15A NCAC 02T .0707\(d\)](#)]
5. The Permittee shall only infiltrate treated effluent from the Jennette’s Pier WWTP onto the sites listed in Attachment B. [[15A NCAC 02T .0701](#)]
6. The Permittee shall only utilize reclaimed water generated from the Jennette’s Pier WWTP at the conjunctive utilization sites and for the activities listed in Attachment B. [[15A NCAC 02U .0101](#)]
7. The Permittee shall not allow vehicles or heavy machinery on the infiltration area, except during equipment installation or maintenance activities. The Permittee shall take caution to protect the integrity of the infiltrative area. [[15A NCAC 02T .0707\(e\)](#)]
8. The Permittee shall prohibit public access to the reclaimed water generation, storage, and infiltration facilities. [[15A NCAC 02T .0705\(p\)](#), [02U .0108](#)]
9. The Permittee shall dispose of or utilize generated residuals in a Division-approved manner. [[15A NCAC 02T .0708](#), [02T .1101](#), [02U .0802](#)].
10. The Permittee shall not divert or bypass untreated or partially treated wastewater from the subject facilities. [[15A NCAC 02T .0705\(i\)](#), [02U .0402\(g\)](#)]
11. The Permittee shall maintain a freeboard of not less than two feet in the infiltration basin. [[15A NCAC 02T .0705\(c\)](#)]

12. The Permittee shall provide a gauge to monitor freeboard levels in the infiltration basin. This gauge shall have readily visible permanent markings, at inch or tenth of foot increments, indicating the following elevations: the maximum liquid level at the top of the temporary liquid storage volume, the minimum liquid level at the bottom of the temporary liquid storage volume, and the lowest point on top of the dam. [[15A NCAC 02T .0707\(f\)](#)]
13. The Permittee shall establish and maintain a protective vegetative cover on all berms, pipe runs, erosion control areas, surface water diversions, and earthen embankments (i.e., the outside toe of the embankment to the maximum allowable temporary storage elevation on the inside of the embankment). The Permittee shall remove all trees, shrubs, and other woody vegetation from earthen dikes and embankments. The Permittee shall keep all earthen embankments mowed or otherwise controlled and accessible. [[15A NCAC 02T .0707\(g\)](#), [02U .0801\(g\)](#)]
14. The Permittee shall test and calibrate metering equipment annually. [[15A NCAC 02T .0707\(d\)](#), [02U .0801\(d\)](#)]
15. The Permittee shall provide and maintain onsite an automatically activated standby power source capable of powering all essential treatment units. If the Permittee employs a generator as an alternate power supply, the Permittee shall test it weekly. [[15A NCAC 02T .0705\(k\)](#), [02U .0401\(d\)](#)]
16. If the effluent exceeds the limits for fecal coliform or turbidity, the Permittee shall route all effluent to the five-day upset holding tanks until the Permittee brings the effluent back into compliance. Prior to infiltration, the Permittee shall pump the wastewater in the five-day upset holding tanks to the treatment plant headworks for re-treatment or treat the effluent in the five-day upset holding tanks to the effluent standards in Attachment A. [[15A NCAC 02T .0108\(b\)\(1\)\(A\)](#), [02U .0401\(c\)](#)]
17. The Permittee shall clean the infiltration areas once per permit cycle to remove deposited materials that may impede the infiltration process. The Permittee shall maintain cleaning records at the facility for eight years and shall make them available to the Division upon request. Prior to each cleaning, the Permittee shall notify the Washington Regional Office, telephone number (255) 946-6481. [[15A NCAC 02T .0707\(h\)](#)]
18. The Permittee shall provide notification to the public and its employees about the use of reclaimed water and that reclaimed water is not for drinking. The Permittee shall provide notification to employees in a language they understand. [[15A NCAC 02U .0501\(a\)\(2\)](#)]
19. The Permittee shall develop and implement an education program to inform users and its employees about the proper use of reclaimed water. The Permittee shall provide educational material to all residents and/or other facilities provided with reclaimed water. The Permittee shall make all educational materials available to the Division upon request. [[15A NCAC 02U .0501\(a\)\(4\)](#)]

#### **IV. MONITORING AND REPORTING**

1. The Permittee shall conduct and report any Division-required monitoring, including the monitoring of groundwater, surface water or wetlands, waste, wastewater, reclaimed water, residuals, soil, treatment processes, lagoon or storage ponds, and plant tissue, if necessary to evaluate this facility's impact on groundwater and surface water. [[15A NCAC 02T .0108\(c\)](#), [02U .0108](#)]
2. A Division-certified laboratory shall conduct all analyses for the required parameters specified in Attachment A. Parameters measured on-site with in-line metering equipment are exempt from a Division-certified laboratory analysis. [[15A NCAC 02H .0805](#)]
3. The Permittee shall continuously monitor flow through the treatment facility and report daily flow values on Form NDMR. Facilities with a permitted flow of less than 10,000 GPD may estimate its flow from water usage records provided the water source has a metering device. [[15A NCAC 02T .0105\(k\)](#), [02T .0108\(c\)](#), [02U .0105](#), [02U .0108](#)]

4. The Permittee shall monitor the generated reclaimed water at the frequencies and locations for the parameters specified in Attachment A. [[15A NCAC 02T .0105\(k\)](#), [02T .0108\(c\)](#), [02U .0105](#), [02U .0108](#)]

5. The Permittee shall maintain records tracking the amount of reclaimed water distributed and shall include the following information:

- a. Date reclaimed water distributed; and
- b. Volume of reclaimed water distributed to each site specified in Attachment B.

The Permittee shall sum the monthly water distributed and report on Form NDMR (see Attachment A) under parameter WQ01 (Flow, Reclaimed Water Distributed). This value shall represent the total volume of reclaimed water distributed for that month. [[15A NCAC 02T .0108\(c\)](#), [02U .0108](#)]

6. The Permittee shall maintain records tracking the amount of effluent infiltrated, which shall include the following information for each infiltration site listed in Attachment B:

- a. Date of infiltration.
- b. Volume of effluent infiltrated.
- c. Site infiltrated.
- d. Length of site infiltration time.
- e. Continuous weekly, monthly, and year-to-date hydraulic (inches/acre) loadings.
- f. Continuous monthly and year-to-date loadings for any non-hydraulic parameter specifically limited in Attachment B.
- g. Weather conditions.

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

7. The Permittee shall measure and record weekly to the nearest inch or tenth of a foot of freeboard (i.e., the waste level to the lowest embankment elevation) in the infiltration basin. The Permittee shall maintain the weekly freeboard records for eight years and shall make them available to the Division upon request. [[15A NCAC 02T .0108\(c\)](#)]

8. On or before the last day of the month following the previous month's sampling, the Permittee shall submit monitoring data (as specified in Conditions IV.3, IV.4, and IV.5) on Form NDMR for each PPI and operation and disposal records (as specified in Conditions IV.6 and IV.7) on Form NDAR-2 for every infiltration site in Attachment B. If no activities occurred during the monitoring month, the Permittee shall still submit monitoring reports documenting the absence of the activity. The Permittee shall submit the reports via the Non-Discharge [monitoring report portal](#). [[15A NCAC 02T .0105\(l\)](#), [02U .0105](#)]

9. The Permittee shall maintain records of all residuals removed from this facility. The Permittee shall maintain these records for eight years and shall make them available to the Division upon request. These records shall include:

- a. Name of the residuals hauler.
- b. Non-Discharge permit number authorizing the residuals disposal, or a letter from a municipality agreeing to accept the residuals.
- c. Residuals hauling date.
- d. Volume of residuals removed.

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

10. The Permittee shall keep a log of all maintenance done at this facility. The Permittee shall maintain this log for eight years and shall make it available to the Division upon request. This log shall include:
  - a. Date of flow measurement device calibration.
  - b. Date of infiltration equipment calibration.
  - c. Visual observations of the plant and plant site.
  - d. Record of preventative maintenance (e.g., changing of equipment, adjustments, testing, inspections, cleanings, etc.).
  - e. Date and results of the alternate power supply testing.
  - f. Date of turbidimeter calibration.
  - g. Record of all discharges of reclaimed water to surface waters or the land surface, including the date of occurrence, estimated volume, and corrective action taken.

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

**11. Noncompliance Notification:**

The Permittee shall report to the Washington Regional Office, telephone number (252) 946-6481, within 24 hours of first knowledge of the following:

- a. Treatment of wastes abnormal in quantity or characteristic, including the known passage of a hazardous substance.
- b. Any process unit failure (e.g., mechanical, electrical, structural, etc.) that makes the facility incapable of adequate wastewater treatment.
- c. Any facility failure resulting in a discharge to surface waters.
- d. Any time self-monitoring indicates the facility has gone out of compliance with its permit limitations.
- e. Effluent breakout from the infiltration sites.
- f. Any failure resulting in a discharge of reclaimed water directly to surface waters or any release of reclaimed water to land surface greater than or equal to 5,000 gallons. The Permittee shall document releases less than 5,000 gallons to land surface pursuant to Condition IV.10.g. but does not require Regional Office notification.

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

**V. INSPECTIONS**

1. The Permittee shall perform inspections and maintenance to ensure proper operation of the reclaimed water generation and infiltration facilities. [15A NCAC 02T .0707(j), 02U .0801(i)]
2. The Permittee shall inspect the reclaimed water generation and infiltration facilities to prevent malfunctions, facility deterioration, and operator errors that may result in discharges of wastes to the environment, threats to human health, or public nuisances. The Permittee shall maintain an inspection log that includes the date and time of inspection, observations made, and maintenance, repairs, or corrective actions taken. The Permittee shall maintain this inspection log for eight years from the date of the inspection and shall make this log available to the Division upon request. [15A NCAC 02T .0707(i), 02T .0707(j), 02U .0801(h), 02U .0801(i)]

- 3. Division-authorized representatives may, upon presentation of credentials, enter and inspect any property, premises, or place related to the permitted reclaimed water generation and infiltration facilities at any reasonable time for determining compliance with this permit. Division-authorized representatives may inspect or copy records maintained under the terms and conditions of this permit and may collect influent, treatment process water, effluent, residual, soil, plant tissue, groundwater, or surface water samples. [\[G.S. 143-215.3\(a\)\(2\)\]](#)

**VI. GENERAL**

- 1. The Permittee’s failure to comply with this permit’s conditions and limitations may subject the Permittee to a Division enforcement action. [\[G.S. 143-215.6A, 143-215.6B, 143-215.6C\]](#)
- 2. This permit is effective only for the nature and volume of wastes described in the permit application and Division-approved plans and specifications. [\[G.S. 143-215.1\(d\)\]](#)
- 3. There are no variances to administrative codes or general statutes governing the construction or operation of the permitted facilities unless the Permittee specifically requested a variance in the application and the Division approved the variance as noted in this permit’s facility description. [\[15A NCAC 02T .0105\(b\), 02U .0105\]](#)
- 4. This permit does not exempt the Permittee from complying with all statutes, rules, regulations, or ordinances that other jurisdictional government agencies (e.g., local, state, and federal) may require. [\[15A NCAC 02T .0108\(b\)\(1\)\(A\), 02U .0108\]](#)
- 5. The Permittee shall retain this permit and the Division-approved plans and specifications for the life of the permitted facilities. [\[15A NCAC 02T .0105\(o\), 02T .0116\(d\), 02U .0105, 02U .0116\]](#)
- 6. The Permittee shall comply with all permit conditions and requirements until the proper closure of the permitted facilities, or until another appropriate authority permits the facilities. [\[15A NCAC 02T .0105\(j\), 02U .0105\]](#)
- 7. This permit is subject to revocation or modification upon 60-day notice from the Division Director in whole or part for:
  - a. Violation of any terms or conditions of this permit, [15A NCAC 02T](#), or [15A NCAC 02U](#).
  - b. Obtaining a permit by misrepresentation or failure to disclose all relevant facts.
  - c. The Permittee’s refusal to allow authorized Department employees upon presentation of credentials:
    - i. To enter the Permittee’s premises where a system is located or where the Permittee keeps any Division-required records under the terms and conditions of this permit.
    - ii. To have access to any permit-required documents and records.
    - iii. To inspect any monitoring equipment or method as required in this permit.
    - iv. To sample any pollutants.
  - d. The Permittee’s failure to pay the annual fee for administering and compliance monitoring.
  - e. A Division determination that the conditions of this permit conflict with the North Carolina Administrative Code or General Statutes. [\[15A NCAC 02T .0110, 02U .0110\]](#)

- 8. Unless the Division determines that the Permittee needs a permit modification for the construction of facilities to resolve non-compliance with any environmental statute or rule, or the Division Director grants a variance, expansion of the permitted facilities shall not occur if any of the following apply:
  - a. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has been convicted of environmental crimes under [G.S. 143-215.6B](#) or under Federal law that would otherwise be prosecuted under [G.S. 143-215.6B](#), and the Permittee or any parent, subsidiary, or other affiliate of the Permittee has abandoned or exhausted all appeals of this conviction.
  - b. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has previously abandoned a wastewater treatment facility without properly closing the facility in accordance with its permit, [15A NCAC 02T](#), or [15A NCAC 02U](#).
  - c. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid a civil penalty, and the Permittee or any parent, subsidiary, or other affiliate of the Permittee has abandoned or exhausted all appeals of this penalty.
  - d. The Permittee or any parent, subsidiary, or other affiliate of the Permittee is currently not compliant with any compliance schedule in a permit, settlement agreement, or order.
  - e. The Permittee or any parent, subsidiary, or other affiliate of the Permittee has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#).  
[\[15A NCAC 02T .0120\(b\), 02T .0120\(d\), 02U .0120\]](#)
- 9. Unless the Division Director grants a variance, the Division shall not renew this permit if the Permittee or any affiliation has not paid an annual fee pursuant to [15A NCAC 02T .0105\(e\)\(2\)](#). [\[15A NCAC 02T .0120\(c\) , 02T .0120\(d\), 02U .0105, 02U .0120\]](#)
- 10. The Permittee shall pay an annual fee for each year of the term of this permit pursuant to the schedule in [G.S. 143-215.3D\(a\)](#). The Permittee shall continue to pay annual fees for any facility operating on an expired permit that the Division has not rescinded or revoked. [\[15A NCAC 02T .0105\(e\)\(2\), 02U .0105\]](#)

Permit issued this the 4<sup>th</sup> day of January 2024

NORTH CAROLINA ENVIRONMENTAL MANAGEMENT COMMISSION

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

**Permit Number WQ0033589**

**ATTACHMENT A – LIMITATIONS AND MONITORING REQUIREMENTS**

Certification Date: January 4, 2024

North Carolina Department of Natural and Cultural Resources

Permit Number: WQ0033589 Version: 4.0

**PPI 001 – Reclaimed Water Generation System Effluent**

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS				MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Units of Measure	Monthly Average	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
00310	BOD, 5-Day (20 °C)	mg/L	10			15	2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
31616	Coliform, Fecal MF, M-FC Broth, 44.5 °C	#/100 mL		14		25	2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Grab
50050	Flow, in Conduit or thru Treatment Plant	GPD	14,640				Continuous	Recorder
00610	Nitrogen, Ammonia Total (as N)	mg/L	4			6	2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
00625	Nitrogen, Kjeldahl, Total (as N)	mg/L					2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
00620	Nitrogen, Nitrate Total (as N)	mg/L	10				2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
00600	Nitrogen, Total (as N)	mg/L	7				2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
00400	pH	su					5 x Week	Grab
00665	Phosphorus, Total (as P)	mg/L	3				2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
00530	Solids, Total Suspended	mg/L	5			10	2 x Month <sup>1</sup> / Weekly <sup>2</sup>	Composite
00076	Turbidity, HCH Turbidimeter	NTU				10	Continuous	Recorder

1. The Permittee shall conduct 2 x Month sampling from September 1<sup>st</sup> through April 30<sup>th</sup>.
2. The Permittee shall conduct Weekly sampling from May 1<sup>st</sup> through August 31<sup>st</sup>.

**PPI 002 – Distributed Reclaimed Water for Conjunctive Utilization**

EFFLUENT CHARACTERISTICS		EFFLUENT LIMITS				MONITORING REQUIREMENTS		
PCS Code	Parameter Description	Units of Measure	Monthly Total	Monthly Geometric Mean	Daily Minimum	Daily Maximum	Measurement Frequency	Sample Type
WQ01	Flow, Reclaimed Water Distributed	gallons					Monthly	Estimate

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Certification Date: January 4, 2024  
 Permit Number: WQ0033589    Version: 4.0

**ATTACHMENT B – APPROVED LAND APPLICATION SITES AND LIMITATIONS**

North Carolina Department of Natural and Cultural Resources

**HIGH-RATE INFILTRATION**

INFILTRATION AREA INFORMATION						APPLICATION LIMITATIONS				
Site	Owner	Parcel No.	County	Latitude	Longitude	Net Acreage	Dominant Soil Series	Parameter	Rate	Units
1	State of North Carolina	6649000	Dare	35.908988°	-75.598355°	0.16	NhC	01284 – Non-Discharge Application Rate	2.17	GPD/ft <sup>2</sup>
<b>Total:</b>						<b>0.16</b>				

**CONJUNCTIVE UTILIZATION**

UTILIZATION AREA INFORMATION							
Site	Owner	Parcel No.	County	Latitude	Longitude	Location	Approved Use
2	State of North Carolina	6649000	Dare	35.910094°	-75.595493°	Jennette's Pier (Bath House and Pier House)	Toilet Flushing



Figure 1