



Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Item Number: 11

Meeting Date: 6.18.12

Presenter(s): Jay Talbert

Title: Principle

Agency/Dept.: Talbert & Bright, Inc.

Item Title: Update on Progress at Airport

Attachments: No

Description: Jay Talbert will give report on current projects underway at the Engelhard Airport.

Times Read: First

Impact on Budget:

RECOMMENDATION: Discussion

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____



Hyde County Board of Commissioners AGENDA ITEM SUMMARY SHEET

Item Number: 12

Meeting Date: 6.18.12

Presenter(s): Jay Talbert

Title: Principle

Agency/Dept.: Talbert & Bright, Inc.

Item Title: Resolution for Acceptance of Airport Grant

Attachments: Yes

Description: The NC Department of Aviation has approved a State Airport Aide Grant in the amount of \$418,968 based on total estimated cost of \$465,520 with a county match equal to ten percent of the total estimated project cost.

Times Read: First

Impact on Budget:

RECOMMENDATION: Approve

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____

RESOLUTION

A motion was made by _____ and seconded by _____
(Name and Title)

_____ for the adoption of the following resolution, and upon
(Name and Title)

being put to a vote was duly accepted:

WHEREAS, a Grant in the amount of **\$418,968** has been approved by the Department based on total estimated cost of **\$465,520**; and

WHEREAS, an amount equal to or greater than **ten percent (10%)** of the total estimated project cost has been appropriated by the Sponsor for this Project.

NOW THEREFORE, BE AND IT IS RESOLVED THAT THE _____
(Title)

of the Sponsor be and he hereby is authorized and empowered to enter into a Grant Agreement with the Department, thereby binding the Sponsor to the fulfillment of its obligation incurred under this Grant Agreement or any mutually agreed upon modification thereof.

I, _____ of the
(Name and Title)

_____ do hereby certify that
(Sponsor)

the above is a true and correct copy of an excerpt from the minutes of the

_____ of a meeting
(Sponsor)

duly and regularly held on the _____ day of _____, 20 _____.

This, the _____ day of _____, 20 _____.

SPONSOR SEAL

Signed: _____

Title: _____

Of The: _____



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 13

Meeting Date: 06.18.12

Presenter(s): Jane Hodges

Title: Airport Manager

Agency/Dept.: Airport

Item Title: Lease with Forest Service for Tanks at Airport Grant

Attachments: Yes

Description: For some time Hyde County has allowed the North Carolina Division of Forestry Resources to occupy a portion of the Hyde County Airport located in Engelhard for storage, as a staging area for fire-retardant tanks and pumps. It is now time to renew the Lease Agreement.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve the Lease between Hyde County and the NC Division of Forestry Resources contingent upon approval by County Attorney Fred Holscher

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____

**NORTH CAROLINA
HYDE COUNTY**

LEASE

BETWEEN

COUNTY OF HYDE

AND

THE NORTH CAROLINA DIVISION OF FORESTRY RESOURCES

THIS LEASE, made and entered into effective the _____, 2012 by and between COUNTY OF HYDE, a body politic and corporate of NORTH CAROLINA ("the Lessor") and THE NORTH CAROLINA DIVISION OF FORESTRY RESOURCES ("the Lessee").

WITNESSETH:

WHEREAS, for some time, Lessor has allowed Lessee to occupy a portion of the Lessor's Airport located in Hyde County, North Carolina; and

WHEREAS, Lessee has been using a portion of the Airport for storage, as a staging area for fire-retardant tanks and pumps, and has placed a fire hydrant to provide water to mix with the retardants; and

WHEREAS, the parties hereto desire to enter into a more formal Lease and understanding as to this use and the responsibilities of the parties.

NOW THEREFORE, for and in consideration of the sum of ten dollars (\$10.00) and no/100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties do hereby agree as follows:

1. That for a period of five (5) years from the date of the execution hereof, Lessee shall have the right to occupy a portion of the Hyde County Airport, said portion to be delineated on the sketch map attached hereto.
2. During large scale fire conflagrations, Lessor shall make available to Lessee use of the terminal building.
3. Lessee shall have the right to remove any and all equipment placed by Lessee on said premises at any time and shall have reasonable ingress and egress to and from the premises.
4. Upon thirty (30) days written notice, either party may terminate this Lease.
5. Either party may request modifications to this Lease and both parties agree to negotiate in good faith with regard to any requested modification.
6. Lessee shall be responsible for any and all environmental consequences which result because of Lessee's use of said property.

7. Upon termination of this Lease, Lessee agrees to return said premises in as near to original condition as possible.
8. Upon termination of this Lease, the fire hydrant of Lessee shall become the sole property of the Lessor.

IN WITNESS WHEREOF, the Lessor has caused this Lease to be signed by the County Manager and the Chairman of the Board of Commissioners, attested by the Clerk to said Lessor, and its official seal to be hereto affixed, all by authority of said Lessor duly given, and the Lessee has caused this Lease to be signed by its Representative, all by authority of its Board of Directors.

HYDE COUNTY

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Attest: _____
Clerk to the Board of Commissioners

Date

THE NORTH CAROLINA DIVISION OF FORESTRY RESOURCES

Representative

Date

THIS LEASE HAS BEEN PRE-AUDITED AS REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Hyde County Finance Officer

Date

Jane Hodges

From: Jane Hodges [jhodges@hydecountync.gov]
Sent: Monday, April 30, 2012 10:36 AM
To: 'Fred Holscher'
Cc: 'Mazie Smith'
Subject: RE: Hyde County Airport Lease

The way they explained it to me is that what chemicals are there have little to no ability to contaminate the water. I have asked for a sheet that shows the chemicals and their breakdown of what is stored in the tanks so we will have a working idea of this.

Jane

From: Fred Holscher [mailto:fnh@rhfp.net]
Sent: Monday, April 30, 2012 10:14 AM
To: 'Jane Hodges'; 'Mazie Smith'
Subject: RE: Hyde County Airport Lease

Jane I have reviewed the lease and everything is ok except #6. I would like you and Mazie to look at this closely. I don't know what the stuff is they are storing but this says they are not responsible if it causes an environmental problem. I think they need to be responsible for anything they might do to damage the property in anyway. If somehow we are convinced that they will never store any hazardous substances maybe this is ok but I don't like it.

FREDERICK N. HOLSCHER
RODMAN, HOLSCHER, FRANCISCO & PECK, P.A.
320 N. Market Street
P.O. Box 1747
Washington, NC 27889
252-946-3122 telephone
252-946-3125 facsimile
www.rhfp.net

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From: Jane Hodges [mailto:jhodges@hydecountync.gov]
Sent: Monday, April 30, 2012 7:41 AM
To: 'Mazie Smith'; 'Fred Holscher'
Subject: FW: Hyde County Airport Lease

Looks ok to me.

Jane

From: Willis, John [mailto:john.willis@ncagr.gov]
Sent: Wednesday, April 25, 2012 3:38 PM
To: jhodges@hydecountync.gov
Cc: Dunbar, Jamie; Brickhouse, Ned; Pate, Greg
Subject: Hyde County Airport Lease

Please see attached draft of the Lease Agreement as amended by the State Property Office. This has been submitted to our Department of Agriculture Property Office for review as well. There could possibly be some additional changes upon their review. Efforts are underway to finalize a draft within the next two weeks, but more than likely may take additional time. I will advise further upon my receipt of information.

Please note the term of the Lease is three (3) years. Leases beyond this term require State Property Office intervention and inclusion by the Council of State.

Thank You

*** My e-mail address has changed to John.Willis@ncagr.gov. Please update your records.***

John S. Willis, RF 945, CF 823
Region 1 - Assistant Regional Forester - Fire Control
North Carolina Department of Agriculture and Consumer Services
North Carolina Forest Service
2958 Rouse Road Ext.
Kinston, NC 28504
(252) 520-2402 X 222
(252) 560-4415 C
(252) 522-1289 fax
John.Willis@ncagr.gov
www.ncforestservice.gov

E-mail correspondence to and from this address may be subject to the North Carolina Public Records Law and may be disclosed to third parties.

**NORTH CAROLINA
HYDE COUNTY**

LEASE

BETWEEN

COUNTY OF HYDE

AND

THE STATE OF NORTH CAROLINA

THIS LEASE, made and entered into effective the _____, 2012 by and between COUNTY OF HYDE, a body politic and corporate of NORTH CAROLINA ("the Lessor") and THE STATE OF NORTH CAROLINA ("the Lessee").

WITNESSETH:

WHEREAS, for some time, Lessor has allowed Lessee to occupy a portion of the Lessor's Airport located in Hyde County, North Carolina; and

WHEREAS, Lessee has been using a portion of the Airport for storage, as a staging area for fire-retardant tanks and pumps, and has placed a fire hydrant to provide water to mix with the retardants; and

WHEREAS, the parties hereto desire to enter into a more formal Lease and understanding as to this use and the responsibilities of the parties.

NOW THEREFORE, for and inconsideration of the sum of one dollar (\$1.00) and no/100 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by all parties, the parties do hereby agree as follows:

1. That for a period of three (3) years from the date of the execution hereof, Lessee shall have the right to occupy a portion of the Hyde County Airport, said portion to be delineated on the sketch map attached hereto.
2. During large scale fire conflagrations, Lessor shall make available to Lessee use of the terminal building.
3. Lessee shall have the right to remove any and all equipment placed by Lessee on said premises at any time and shall have reasonable ingress and egress to and from the premises.
4. Upon thirty (30) days written notice, either party may terminate this Lease.
5. Either party may request modifications to this Lease and both parties agree to negotiate in good faith with regard to any requested modification.
6. Lessee shall not be responsible for any damage, loss or expense resulting from the existence on the Premises of any Hazardous Material generated, stored, disposed of or transported to or over

the Premises. Lessee makes no representations regarding any environmental hazard on the Premises. The Premises are leased on an 'as-is'/where-is basis.

7. Upon termination of this Lease, Lessee will peaceably surrender the Premises in as good order and condition as when received, reasonable use and wear and damage by fire, war, riots, insurrection, public calamity, by the elements, by act of God, or by circumstances over which Lessee had no control or for which Lessor is responsible pursuant to this Lease, excepted
8. Upon termination of this Lease, the fire hydrant of Lessee shall become the sole property of the Lessor.

IN WITNESS WHEREOF, the Lessor has caused this Lease to be signed by the County Manager and the Chairman of the Board of Commissioners, attested by the Clerk to said Lessor, and its official seal to be hereto affixed, all by authority of said Lessor duly given, and the Lessee has caused this Lease to be signed by its Representative, all by authority of its Board of Directors.

COUNTY OF HYDE

Chairman of the Board of Commissioners

Date

Hyde County Manager

Date

Attest: _____
Clerk to the Board of Commissioners

Date

THE STATE OF NORTH CAROLINA

By: _____
Kent Yelverton, Director
Property and Construction
NCDA&CS

Date

THIS LEASE HAS BEEN PRE-AUDITED AS REQUIRED BY THE LOCAL GOVERNMENT BUDGET AND FISCAL CONTROL ACT.

Hyde County Finance Officer

Date



**ICL Performance
Products LP**

Material Safety Data Sheet

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

Product Name: PHOS-CHEK@FIRE RETARDANT GRADES G-75F, G-75R and G-75W
Reference Number: AST10039
Date: April 21, 2006

Company Information:

ICL PERFORMANCE PRODUCTS LP
622 Emerson Road - Suite 500
St. Louis, Missouri 63141

Emergency telephone: In USA call CHEMTREC: 1 800 424 9300
In Canada call CANUTEC: 1 613 996 6666

General Information: +1 800 244 6169 (Worldwide)

2. COMPOSITION/INFORMATION ON INGREDIENTS

<u>Component</u>	<u>CAS No.</u>	<u>% by weight</u>
Diammonium Sulfate	7783-20-2	> 65
Monoammonium Phosphate	7722-76-1	> 20
Diammonium Phosphate	7783-28-0	< 5
Guar Gum, or derivative	9000-30-0	< 5
Performance Additives *	Trade Secret	< 5

*Components are Company Trade Secret - Business Confidential. ICL Performance Products LP is withholding the specific chemical identity under provision of the OSHA Hazard Communication Rule Trade Secrets (1910.1200(i)(1)). The specific chemical identity will be made available to health professionals in accordance with 29 CFR 1910.1200 (i)(1) (2) (3) (4).

3. HAZARDS IDENTIFICATION

EMERGENCY OVERVIEW

Appearance and Odor: Reddish or off-white colored mixture of powdered and granular components with little or no odor.

WARNING STATEMENTS

WARNING!
CONTAINS GUAR GUM WHICH CAN CAUSE ALLERGIC RESPIRATORY REACTION
MAY CAUSE RESPIRATORY TRACT IRRITATION

POTENTIAL HEALTH EFFECTS

Likely Routes of Exposure: Skin contact and dust inhalation

ICL Performance Products LP Material Safety Data Sheet

Material: Phos-Chek® Fire Retardant Grades G-75F, G-75R and G-75W

Page 2 of 6

Reference No.: AST10039

April 21, 2006

EYE CONTACT: No more than slightly irritating based on toxicity studies. The dry powder may cause foreign body irritation in some individuals.

SKIN CONTACT: No more than slightly toxic based on toxicity studies. Non irritating based on toxicity studies. The dry powder may cause drying or chapping of the skin.

INHALATION: May cause nasal and respiratory tract irritation based on toxicity information of components. May cause an allergic respiratory tract reaction based on toxicity information of guar gum.

INGESTION: Not toxic if swallowed based on toxicity studies. No significant adverse health effects are expected to develop if only small amounts (less than a mouthful) are swallowed.

Refer to Section 11 for toxicological information.

4. FIRST AID MEASURES

IF IN EYES OR ON SKIN, immediate first aid is not likely to be required. However, this material can be removed with water. Remove material from eyes, skin and clothing. Wash heavily contaminated clothing before reuse.

IF INHALED, remove to fresh air. Immediate first aid is not likely to be required, if breathing. If breathing is difficult, give oxygen. If not breathing give artificial respiration. Get medical attention.

IF SWALLOWED, immediate first aid is not likely to be required. A physician or Poison Control Center can be contacted for advice.

5. FIRE FIGHTING MEASURES

FLASH POINT: Not combustible

HAZARDOUS PRODUCTS OF COMBUSTION: Not applicable

EXTINGUISHING MEDIA: Not applicable

UNUSUAL FIRE AND EXPLOSION HAZARDS: None known

FIRE FIGHTING EQUIPMENT: Not applicable.

6. ACCIDENTAL RELEASE MEASURES

In case of spill, sweep, scoop or vacuum and remove. Flush residual spill area with water.

Refer to Section 13 for disposal information and Sections 14 and 15 for reportable quantity information.

7. HANDLING AND STORAGE

HANDLING

Avoid breathing dust.
Keep container closed.
Use with adequate ventilation.

Emptied container retains dust and product residue. Observe all labeled safeguards until container is cleaned, reconditioned, or destroyed. The reuse of this material's container for nonindustrial purposes is prohibited and any reuse must be in consideration of the data provided in the MSDS.

STORAGE: Product is stable under normal conditions of storage and handling.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

ICL Performance Products LP Material Safety Data SheetMaterial: Phos-Chek® Fire Retardant Grades G-75F, G-75R and G-75W
Reference No.: AST10039Page 3 of 6
April 21, 2006

EYE PROTECTION: This product does not cause significant eye irritation or eye toxicity requiring special protection. Use good industrial practice to avoid eye contact.

SKIN PROTECTION: Although this product does not present a significant skin concern, minimize skin contamination by following good industrial practice. Wearing protective gloves is recommended. Wash hands and contaminated skin thoroughly after handling.

RESPIRATORY PROTECTION: Avoid breathing dust. Use NIOSH/MSHA approved respiratory protection equipment when airborne exposure is excessive. Consult respirator manufacturer to determine appropriate type equipment for given application. Observe respirator use limitations specified by NIOSH/MSHA or the manufacturer. Respiratory protection programs must comply with 29 CFR ' 1910.134.

Attention! Repeated or prolonged inhalation may cause allergic respiratory reaction in some people.

VENTILATION: Provide natural or mechanical ventilation to minimize exposure. If practical, use local mechanical exhaust ventilation at sources of air contamination such as open process equipment.

AIRBORNE EXPOSURE LIMITS:

<u>Product/Component</u>	<u>OSHA PEL</u>	<u>ACGIH TLV</u>
Phos-Chek Fire Retardant Grades G-75F AND G-75W	None Established	None Established

OSHA and ACGIH have not established specific exposure limits for this material. However, OSHA and ACGIH have established limits for particulates not otherwise classified (PNOC) which are the least stringent exposure limits applicable to dusts.

<u>OSHA PEL</u>	<u>ACGIH TLV</u>
15 mg/m ³ (total dust) 8-hr TWA	10 mg/m ³ (inhalable) 8-hr TWA
5 mg/m ³ (respirable) 8-hr TWA	3 mg/m ³ (respirable) 8-hr TWA

Components referred to herein may be regulated by specific Canadian provincial legislation. Please refer to exposure limits legislated for the province in which the substance will be used.

9. PHYSICAL AND CHEMICAL PROPERTIES

Appearance: Reddish or off white powder
Odor: Essentially odorless
Viscosity: 60-250 centipoise @ 21 degrees C (70 degrees F) when dissolved in water at the recommended use level of 1.12 pounds per gallon of water.

NOTE: These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specifications for the product.

10. STABILITY AND REACTIVITY

STABILITY: Product is stable under normal conditions of storage and handling.

MATERIALS TO AVOID: None known

HAZARDOUS DECOMPOSITION PRODUCTS: Ammonia and phosphoric acid may be formed when these products are heated above 90 degrees C (194 degrees F). Further decomposition resulting in sulfur dioxide may occur at approximately 250 degrees C (482 degrees F).

HAZARDOUS POLYMERIZATION: Does not occur.

11. TOXICOLOGICAL INFORMATION

ICL Performance Products LP Material Safety Data Sheet

Material: Phos-Chek® Fire Retardant Grades G-75F, G-75R and G-75W

Page 4 of 6

Reference No.: AST10039

April 21, 2006

ICL Performance Products LP has not conducted laboratory studies on Phos-Chek Fire Retardant Grade G-75R. However, data from laboratory studies conducted by ICL Performance Products LP on similar products, Phos-Chek Grades G-75F and G75-W are given below:

	Oral LD50 (Rat)	Dermal LD50 (Rabbit)	Eye Irritation (Rabbit)	Skin Irritation (4-hr, Rabbit)
PHOS-CHEK G-75F Dry Powder	Slightly Toxic (4278 mg/kg)	Slightly Toxic (>2,000 mg/kg)	Slightly Irritating	Practically Nonirritating
PHOS-CHEK G-75F Solution at recommended mix ratio	Practically Nontoxic (>5000 mg/kg)	Practically Nontoxic (>2,020 mg/kg)	Slightly Irritating	Practically Nonirritating
PHOS-CHEK G-75W Dry Powder	Slightly Toxic (>505<5050 mg/kg)	Slightly Toxic (>2,020 mg/kg)	Slightly Irritating	Nonirritating
PHOS-CHEK G-75W Solution at recommended mix ratio	Practically Nontoxic (>5,050 mg/kg)	Slightly Toxic (>2,020 mg/kg)	Nonirritating	Nonirritating

COMPONENTS

Data from ICL Performance Products LP studies and/or the available scientific literature on the components of this material which have been identified as hazardous chemicals under the criteria of the OSHA Hazard Communication Standard (29 CFR 1910.1200) are discussed below:

Diammonium Sulfate

Diammonium sulfate was slightly toxic orally and no more than slightly toxic after skin application (rabbits). It was slightly irritating to rabbit eyes and nonirritating to rabbit skin. Inhalation of diammonium sulfate by guinea pigs was reported to produce lung effects and, at high level exposures, animal deaths due to shock and airway constriction. Repeated inhalation had no effect on lung defense mechanisms of hamsters, but was reported to increase the incidence of emphysema in comparison to controls. Aerosols of diammonium sulfate aggravated artificially induced emphysema in rats. Diammonium sulfate produced no genetic changes in standard tests using bacterial cells.

Guar Gum or a derivative

PHOS-CHEK Fire Retardant, Grades G-75F, G-75R and G-75W contain guar gum or a derivative which was reported to be irritating to eyes and respiratory tract. Respiratory allergic responses were reported following repeated exposures in a study of a small group of exposed workers.

12. ECOLOGICAL INFORMATION

ICL Performance Products LP has not conducted environmental toxicity or biodegradation studies with this product. However data for a similar material which is considered representative of this product is presented below:

The following data have been classified using the criteria adopted by the European Economic Community (EEC) for aquatic organism toxicity.

24-hr LC50 Daphnia Magna:	> 1,000 mg/l	Practically Nontoxic
48-hr LC50 Rainbow Trout:	> 1,000 mg/l	Practically Nontoxic
48-hr LC50 Fathead Minnow:	> 1,000 mg/l	Practically Nontoxic

13. DISPOSAL CONSIDERATIONS

This material when discarded is not a hazardous waste as that term is defined by the Resource,

ICL Performance Products LP Material Safety Data Sheet

Material: Phos-Chek® Fire Retardant Grades G-75F, G-75R and G-75W

Page 5 of 6

Reference No.: AST10039

April 21, 2006

Conservation and Recovery Act (RCRA), 40 CFR 261. Dry material may be landfilled or recycled in accordance with local, state and federal regulations. Consult your attorney or appropriate regulatory officials for information on such disposal.

14. TRANSPORT INFORMATION

The data provided in this section is for information only. Please apply the appropriate regulations to properly classify your shipment for transportation.

US DOT

Not regulated for transport

Canadian TDG

Not regulated for transport

15. REGULATORY INFORMATION

TSCA Inventory: Listed

DSL Inventory: Listed

WHMIS Classification: D2(B) - Materials Causing Other Toxic Effects

SARA Hazard Notification

Hazard Categories Under Title III Rules (40 CFR 370): Immediate

Section 302 Extremely Hazardous Substances: Not Applicable

Section 313 Toxic Chemical(s): When put in solution, this product contains aqueous ammonia from dissociable ammonium salts. 2.2 percent of this dry powder product is reportable under the requirements of Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 and 40 CFR Part 372.

CERCLA Reportable Quantity: Not applicable

This product has been classified in accordance with the hazard criteria of the Canadian Controlled Products Regulation and the MSDS contains all the information required by the Canadian Controlled Products Regulation.

Refer to Section 11 for OSHA/HPA Hazardous Chemical(s) and Section 13 for RCRA classification.

16. OTHER INFORMATION

	Health	Fire	Reactivit	Additional Information
Suggested NFPA Rating	1	0	Y 0	
Suggested HMIS Rating	1	0	0	E E = safety glasses, gloves, dust respirator

Reason for revision: Revised section 1. Supersedes MSDS dated: November 1, 2005
Product Use: Fire Retardant

Phos-Chek ® is a registered trademark of ICL Performance Products LP

ICL Performance Products LP Material Safety Data Sheet

Material: Phos-Chek® Fire Retardant Grades G-75F, G-75R and G-75W

Page 6 of 6

Reference No.: AST10039

April 21, 2006

Although the information and recommendations set forth herein (hereinafter "Information") are presented in good faith and believed to be correct as of the date hereof, ICL Performance Products LP makes no representations as to the completeness or accuracy thereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will ICL Performance Products LP be responsible for damages of any nature whatsoever resulting from the use of or reliance upon information. NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OF ANY OTHER NATURE ARE MADE HEREUNDER WITH RESPECT TO INFORMATION OR THE PRODUCT TO WHICH INFORMATION REFERS

AST10039.5010.doc



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 14

Meeting Date: 06.18.12

Presenter(s): Keith Parker-Lowe

Title: Chairman

Agency/Dept.: Hyde County ABC Board

Item Title: ABC Board Report

Attachments: No

Description: Keith Parker-Lowe will present report on the Hyde County mainland and Ocracoke ABC stores.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
_____ A. Byrd	_____ A. Byrd	A. Byrd	_____	_____
_____ B. Swindell	_____ B. Swindell	B. Swindell	_____	_____
_____ D. Styron	_____ D. Styron	D. Styron	_____	_____
_____ D. Tunnell	_____ D. Tunnell	D. Tunnell	_____	_____
_____ S. Spencer	_____ S. Spencer	S. Spencer	_____	_____



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 15

Meeting Date: 06.18.12

Presenter(s): Keith Parker-Lowe

Title: Chairman

Agency/Dept.: Hyde County ABC Board

Item Title: Lease for ABC Store Building on the Mainland

Attachments: Yes

Description: Keith Parker-Lowe will present the Lease Agreement between Hyde County and the Hyde County ABC Board for lease of the Mainland ABC Store.

Times Read: First

Impact on Budget: None

Recommendation: Approve - contingent upon County Attorney's approval.

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
____ A. Byrd	____ A. Byrd	A. Byrd	____	____
____ B. Swindell	____ B. Swindell	B. Swindell	____	____
____ D. Styron	____ D. Styron	D. Styron	____	____
____ D. Tunnell	____ D. Tunnell	D. Tunnell	____	____
____ S. Spencer	____ S. Spencer	S. Spencer	____	____

Prepared by: Katherine S. Parker-Lowe, Attorney at Law, 35 Miss Elecia Lane, Suite 101, Post Office Box 730, Ocracoke, North Carolina 27960

STATE OF NORTH CAROLINA

COUNTY OF HYDE

LEASE AGREEMENT

This LEASE AGREEMENT, dated this the ___ day of _____, 2012, between the COUNTY OF HYDE, NORTH CAROLINA, a body politic and corporate existing under the laws of the State of North Carolina (the "County"), and the HYDE COUNTY ABC BOARD, a body corporate existing under the laws of the State of North Carolina (the "ABC Board");

WITNESSETH:

WHEREAS, the County is a body politic and corporate existing under the laws of the State of North Carolina vested with the powers and authority conferred upon counties by the law of the State of North Carolina, acting through its Board of Commissioners;

WHEREAS, the ABC Board is a body corporate with the authority to operate the Hyde County ABC system, vested with the powers and authority conferred upon local ABC boards by the laws of the State of North Carolina;

WHEREAS, pursuant to Section 18B-701 of the General Statutes of North Carolina, as amended, the ABC Board may acquire by any lawful method the fee or any lesser interest in real or personal property as necessary for the operation of the ABC system;

WHEREAS, pursuant to Section 160A-274(b) of the General Statutes of North Carolina, as amended, the County may lease to the ABC Board, and the ABC Board may lease from the County, upon such terms and conditions as the County and the ABC Board deem wise, with or without consideration, any interest in real or personal property that the County may own;

NOW THEREFORE, in consideration of the premises, and the mutual representations and covenants herein contained, the parties hereby agree as follows:

Section 1. Premises. The County hereby leases to the ABC Board, and the ABC Board hereby leases from the County the following described parcel or tract of land together with all improvements located thereon in Swan Quarter Township, Hyde County, North Carolina, containing 42,371 square feet, more or less, and more particularly described in a deed of record in Book 100 at page 844 of the Hyde County Registry (hereinafter referred to as the "Premises").

Section 2. Term of Lease. The term of this Lease Agreement shall be one year commencing on _____ 1, 2012 and ending, subject to prior termination as hereinafter provided, at 12:00 o'clock A.M., on _____, 2012.

Section 3. Rent. The rent for the term shall be three thousand dollars (\$3,000.00) payable in monthly installments of \$250.00 on the first day of each month beginning _____, 2012. The County hereby acknowledges receipt of the first payment of rent for _____, 2012.

Section 4. Quiet Enjoyment. The County hereby covenants that the ABC Board shall, during the Term of this Lease, peaceably and quietly have, hold, and enjoy the Leased Premises without suit, trouble or hindrance from the County, except as expressly required or permitted by this Lease. The County shall not interfere with the quiet use and enjoyment of the Leased Premises during the Term of this Lease. The County shall, at the ABC Board's request and the County's cost, join and cooperate fully in any legal action in which the ABC Board asserts its right to such possession and enjoyment, or which involves the imposition of any taxes or other governmental charges on or in connection with the Leased Premises. In addition, the ABC Board may at its own expense join in any legal action affecting its possession and enjoyment of the Leased Premises, and shall be joined (to the extent legally possible, and at the ABC Board's expense) in any action affecting its liability hereunder. The provision of this Section shall be subject to rights to inspect the Leased Premises granted to parties under Section 9 hereof.

Section 5. Use of Premises. The Premises shall be used solely for the accomplishment of public purposes and, in particular, the operation of an ABC store and warehouse in the County.

Section 6. Repairs and Maintenance. The ABC Board shall use the Premises in a careful and proper manner, in compliance with all applicable laws and regulations. The County agrees to be responsible for all repairs necessary to keep the Premises in a good condition, repair, and working order, including but not limited to heating and air conditioning equipment, roof, foundation and exterior walls of the building, all glass windows and exterior doors, underground utilities, sewer pipes and care for the grounds around the building, including mowing of grass, care of shrubs and general landscaping. The ABC Board agrees to promptly inform the County, in writing, of any necessary repairs.

Section 6. Utilities. The ABC Board shall pay or cause to be paid all utilities furnished to or used on or in connection with the Leased Premises.

Section 7. Insurance. The ABC Board shall procure and maintain throughout the term of this Lease Agreement public liability, property damage and theft insurance for the property of the ABC Board. Hyde County will maintain fire and casualty insurance on the structure and property. In no event shall the ABC Board voluntarily settle, or consent to the settlement of, any proceedings arising out of any insurance claim with respect to the Leased Premises without the prior written consent of the County.

Section 8. Alterations and Additions: The ABC Board agrees not make any alterations or additions to the Premises, without first obtaining written consent of the County which shall not be unreasonably withheld. After such consent has been given, all alterations, improvements, and

additions made by the Lessee at its own expense upon the premises shall remain the property of the Lessee at the expiration of this Lease Agreement.

Section 9. Access to the Leased Premises. The ABC Board agrees that the County and its respective representatives and agents shall have the right at all reasonable times to enter upon the Premises or any portion thereof to examine and inspect the Premises. The ABC Board further agrees that the County and its representatives and agents shall have such rights of access to the Premises as may be reasonably necessary for the proper maintenance of the Premises.

Section 10. Liens. The ABC Board shall not create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claims on or with respect to the Leased Premises. The ABC Board shall promptly, at its own expenses, take such action as may be necessary to duly discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim if the same shall arise at any time. The ABC Board hereby agrees, to the extent permitted by law, to reimburse the County for any expense incurred by it to discharge or remove any such mortgage, pledge, lien, charge, encumbrance or claim for which the ABC Board is responsible.

Section 11. Indemnification of the County. To the extent permitted by law, the ABC Board covenants to defend, indemnify and hold harmless the County against any and all losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject under any statute or at law or in equity or otherwise in connection with the failure by the ABC Board to comply with covenants set forth in this Lease Agreement and shall reimburse any such indemnified party for any legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of the failure by the ABC Board to comply with covenants set forth in this Lease Agreement.

Section 12. Assignment by the ABC Board. The ABC Board agrees not to assign its rights under this Lease Agreement or sublease the Premises to any other person, firm or corporation without the prior written consent of the County.

Section 13. Hazardous Materials. The ABC Board, its successors and assigns represents, warrants and agrees that (a) the Premises shall not be used to generate, manufacture, transport, treat, store, handle, dispose of, or process Hazardous Materials except in accordance with all applicable Environmental Laws; (b) the ABC Board shall not cause or permit the improper installation of Hazardous Materials on the Premises or a release of Hazardous Materials on the Premises; (c) the ABC Board shall at all times comply with and ensure compliance by all other parties with all applicable Environmental Laws relating to or affecting the Premises and shall keep the Premises free and clear of any liens imposed pursuant to any applicable Environmental Laws; (d) the ABC Board will at all times obtain and/or maintain all licenses, permits, and/or other governmental or regulatory actions necessary to comply with Environmental Laws with

respect to the Premises (the "Permits"). And the ABC Board will comply with the terms and provision of the Permits; (e) the ABC Board shall immediately give the County oral and written notice in the event that the ABC Board receives any notice from any government agency, entity, or any other party with regards to Hazardous Materials on, from or affecting the Premises and shall conduct and complete all investigations, sampling, and testing and all remedial, removal, and other actions necessary to clean up and remove all Hazardous Materials on, from or affecting the Premises in accordance with all applicable Environmental Laws. To the extent permitted by law, the ABC Board hereby agrees to indemnify the County and hold it harmless from and against any and all losses, liabilities, damages, injuries (including, without limitation, reasonable attorneys' fees) and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against the County for, with respect to, or as a direct or indirect result of (a) the presence on, or under, or the escape, spillage, emission or release from the Premises of any Hazardous Material regardless of whether or not caused by or within the control of the ABC Board, (b) the violation of any Environmental Laws relating to or affecting the Premises, whether or not caused by or within the control of the ABC Board, (c) the failure by the ABC Board to comply fully with the terms and provisions of this paragraph, or (d) any warranty or representation made by the ABC Board in this paragraph being false or untrue in any material respect.

Section 14. Events of Default. Each of the following events shall be an "Event of Default" under this Lease: (a) the ABC Board's failure to make any payments hereunder when due; (b) the ABC Board's failure to observe and perform any covenant, condition or agreement on its part to be observed or performed for a period of thirty (30) days after written notice specifying such failure and requesting that it be remedied shall have been given to the ABC Board by the County, unless the County shall agree in writing to an extension of such time prior to its expiration; or (c) the dissolution or liquidation of the ABC Board or the voluntary initiation by the ABC Board of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangements, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the ABC Board of any such proceeding which shall remain un-dismissed for sixty (60) days, or the entry by the ABC Board into an agreement of composition with creditors or the ABC Board's failure generally to pay its debts as they become due.

Section 15. Remedies on Default. Whenever any Event of Default shall have happened and be continuing, the County may take one or any combination of the following remedial steps:

- A. terminate this Lease, evict the ABC Board from the Leased Premises or any portion thereof;
- B. have reasonable access to and inspect, examine and make copies of the ABC Board's books and records and accounts during the ABC Board's regular business hours, if reasonably necessary in the County's opinion; or

- C. take whatever action at law or in equity may appear necessary or desirable, including the appointment of a receiver, to collect the amount then due, or to enforce performance and observance of any obligation, agreement or covenant of the ABC Board under this Lease.

No remedy herein conferred upon or reserved to the County is intended to be exclusive, and every such remedy shall be commutative and shall be in addition to every other remedy given hereunder and every remedy now or thereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power, and any such right and power may be exercised from time to time as may be deemed expedient.

If any obligation, agreement or covenant contained herein should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

Section 17. Miscellaneous.

- A. If any term or provision of this Lease Agreement or any application thereof shall be invalid or unenforceable, the remainder of this Lease and any other appellation of such term or provision shall not be affected thereby.
- B. The headings in this Lease Agreement are for purposes of reference only and shall not limit or define the meaning hereof.
- C. Subject to express provisions hereof to the contrary, this Lease Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns during the Term hereof and during any extension or renewals of said Term.

IN WITNESS WHEREOF, the parties hereto have executed and attested this Lease Agreement by their duly authorized representative as of the day and year first written above.

COUNTY OF HYDE, NORTH CAROLINA

By: _____
Chair of the Board of Commissioners

Attest:

Clerk to the Board

HYDE COUNTY ABC BOARD

By: _____
Chairman of the ABC Board

Attest:

Secretary of the ABC Board

STATE OF NORTH CAROLINA

COUNTY OF HYDE

This the ____ day of _____, 2012, personally come before me, a Notary Public in and for the said County and State, _____, who being by me duly sworn, says that she is the Clerk to the Board of Commissioners of the County of Hyde, a body politic and corporate existing under the laws of the State of North Carolina and acting through its Board of Commissioners, and by authority duly given and as the act of said County, the foregoing instrument was signed in its name by _____, as its Chairman, sealed with its seal, and attested by herself as the Clerk to the Board of Commissioners.

WITNESS my hand and notarial seal this the ____ day of _____, 2012.

_____, Notary Public

My commission expires _____

STATE OF NORTH CAROLINA

COUNTY OF HYDE

This the ____ day of _____, 2012, personally came before me, a Notary Public in and for the said County and State, _____, who being by me duly sworn, says that he/she is the Secretary of the ABC Board, a body corporate existing under the laws of the State of North Carolina, and by authority duly given and as the act of said ABC Board, the foregoing instrument was signed in its name by _____, as its Chairman, sealed with its seal, and attested by himself/herself, as its Secretary.

WITNESS my hand and notarial seal this the ____ day of _____, 2012.

_____, Notary Public

My commission expires _____



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 16

Meeting Date: 06.18.12

Presenter(s): Sterling Baker, PE

Title: District Engineer

Agency/Dept.: NCDOT

Item Title: Bridge Work in Engelhard

Attachments: Yes

Description: Mr. Baker will present the 2012-2013 Secondary Road Improvement Program, priority ratings and the unavailable right-of-way list for Hyde County.

Times Read: First

Impact on Budget: Does not increase the budget.

Recommendation: Approve

<u>MOTION MADE BY:</u>	<u>MOTION SECONDED BY:</u>	<u>Vote:</u>	<u>Aye</u>	<u>Nay</u>
<input type="checkbox"/> A. Byrd	<input type="checkbox"/> A. Byrd	A. Byrd	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> B. Swindell	<input type="checkbox"/> B. Swindell	B. Swindell	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> D. Styron	<input type="checkbox"/> D. Styron	D. Styron	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> D. Tunnell	<input type="checkbox"/> D. Tunnell	D. Tunnell	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> S. Spencer	<input type="checkbox"/> S. Spencer	S. Spencer	<input type="checkbox"/>	<input type="checkbox"/>



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

BEVERLY EAVES PERDUE
GOVERNOR

EUGENE A. CONTI, JR.
SECRETARY

June 8, 2012

Ms. Sharon Spencer
Hyde County Board of Commissioners
PO Box 188
Swan Quarter, NC 27885

Dear Ms. Spencer:

The agenda for the 2012-2013 Secondary Road Improvement Program is attached for your review. I have also included a copy of the priority ratings and the unavailable right of way list for Hyde County. As per conversations with the County Manager's Office, NCDOT will be presenting this program to the County Commissioner's at 6:00pm during the regularly scheduled meeting on June 18, 2012.

If you have any questions, please feel free to call.

Sincerely,

A handwritten signature in black ink that reads "Darrick S. Lee".

Darrick S. Lee, PE
District Engineer

Attach:
DSL/ccs

Cc: Jerry Jennings, PE (w/ attachment)
Sterling Baker, PE (w/ attachment)
Ron Faulkner (w/ attachment)
Mazie Smith, County Manager (w/ attachment)
Hyde County Board of Commissioners (w/ attachment)
File

**North Carolina Department of Transportation
Secondary Roads Construction Program**

Hyde County

FY <u>12-13</u>	Anticipated Allocation
Highway Fund	\$ <u>159,677.61</u>
Trust Fund	\$ <u>124,762.99</u>
Total	\$ <u>284,440.60</u>

I. Paving Unpaved Roads

Programmed Paving Goal: _____ Miles

A. Rural Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>

Total Miles _____

Subtotal \$ _____

++Items previously funded from Prior Rating

Items previously on the 'Hold List'

* In the event that any roads in priority have to be placed on the "Hold List" due to unavailable right of way or environmental review, or if additional funding becomes available, funds will be applied to the roads listed in priority order in the paving alternate list.

B. Subdivision Paving Priority

<u>Priority Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>

Total Miles _____

Subtotal \$ _____

C. Unpaved Road Spot Improvements

<u>Map Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>
N/A	Various	N/A	Spot Stabilization & Maintenance	\$ 54,000

Subtotal \$ 54,000

IV. Funds reserved for surveying, right of way acquisition, road additions, contingencies, departmental overhead, overdrafts, and paving entrances to certified fire departments, rescue squads, etc.

Subtotal \$ 30,440.00

GRAND TOTAL \$ 284,440.00

Status of Previously Funding Projects

<u>WBS Number</u>	<u>SR No.</u>	<u>Length (Miles)</u>	<u>Road Name and Description</u>	<u>Est. Cost</u>	<u>Status</u>
1C.048032	SR 1135	0.7	Creekside Rd – Grade, Drain, Base & Pave	\$ 335,000	Pending
1C.048061	SR 1311	5.0	North Lake Rd – Pavement Strengthening	\$ 500,000	Contract
1C.048063	SR 1137	0.6	Sadie Weston Rd – Pave	\$ 80,000	Pending

Unpaved Secondary Roads Summary Report

Friday, June 08, 2012
10:40:29 AM

HYDE		ROAD LENGTHS																				
S/R	PR	FZ	SU	HL	NAME	PAV	UNP	TOTAL	PRG	HOM	P/H	SCH	CH	BS	IN	RF	#B	RT	TRAF	T/F	TOT	PTS
1164	1	X	R	N	OUTFALL CANAL RD.	0	6.8	6.8		0	1	0	0	0	0	0	0	0	N	60	N	60.4
1303	2	X	R	N	NEW LAKE RD.	0	4.9	4.9		1	3	0	0	0	0	0	0	0	N	60	N	63.1
1122	3	X	R	N	HYDELAND RD.	0	0.7	0.7		0	0	0	0	0	0	1	0	0	N	50	N	55.0
TOTAL ROAD LENGTHS						TOTAL																
PAV UNP TOTAL PRG						HOM P/H SCH CH BS IN RF #B TRAF																
0 12.4 12.4						1 4 0 0 0 0 0 1 0 170																
Total Roads:		3																				

Unpaved Secondary Roads Summary Report - hold

Friday, June 08, 2012

10:38:19 AM

HYDE	ROAD LENGTHS																					
	S/R	PR	FZ	SU	HL	NAME	PAV	UNP	TOTAL	PRG	HOM	P/H	SCH	CH	BS	IN	RF	#B	RT	TRAF	T/F	TOIPTS
1313	R	Y				JACK'S RD/GIBBS RD.	0	0.3	0.3		3	0	0	0	1	0	0	0	N	18	N	46.0
1137	R	Y				SADIE WATSON ROAD	0	0.59	0.59		2	0	0	0	1	0	0	0	N	12	N	34.0
1111	R	Y				RATTLESNAKE CANAL RD	0	1.07	1.07		1	0	0	0	1	0	0	0	N	12	N	27.0
1157	R	Y				SILVERTHORNE RD.	0	0.3	0.3		0	0	0	0	0	0	0	0	N	10	N	10.0
1120	R	Y				CHAT"N" THOMAS RD	0	0.7	0.7		2	0	0	0	0	0	0	0	Y	12	N	34.0
1141 A	R	Y				SWINDELL ROAD	0	1.08	1.08		3	0	0	0	0	0	0	0	N	18	N	34.7
1107 A	R	Y				WARREN HARRIS ROAD	0	0.43	0.43		2	0	0	0	0	0	0	0	Y	12	N	34.0
1169	R	Y				MARSHVIEW RD	0	0.3	0.3		2	2	0	0	0	0	1	0	N	24	N	47.0
1124	R	Y				QUARTER ROAD	0	1.16	1.16		0	0	0	0	0	0	0	0	Y	10	N	20.0
1107 B	R	Y				MOONEY ROAD	0	1.2	1.2		0	0	0	0	0	0	0	0	N	10	N	10.0
1151	R	Y				BELL TELEPHONE RD.	0	1.7	1.7		1	4	0	0	0	0	0	0	N	30	N	40.6
1147	R	Y				SANDY POINT ROAD	0	1.2	1.2		0	0	0	0	0	0	0	1	N	30	N	30.0
1141 B	R	Y				BEULAH ROAD	0	0.8	0.8		1	0	0	0	0	0	0	0	Y	30	N	46.0
1131	R	Y				CHURCH STREET RD	0	0.2	0.2		0	0	0	0	0	0	0	0	N	10	N	10.0
1112	R	Y				GREEN LAWN FARM RD	0	0.5	0.5		1	0	0	0	0	0	0	0	N	10	N	16.0
1159	R	Y				FARROW ROAD	0	1.13	1.13		4	0	0	1	0	0	0	0	N	24	N	54.1
1152	R	Y				PUDDIN HILL ROAD	0	0.45	0.45		1	0	0	0	0	0	0	0	Y	10	N	26.0

HYDE

ROAD LENGTHS

S/R	PR	FZ	SU	HL	NAME	PAV	UNP	TOTAL	PRG	HOM	P/H	SCH	CH	BS	IN	RF	#B	RT	TRAF	T/F	TOTPTS
-----	----	----	----	----	------	-----	-----	-------	-----	-----	-----	-----	----	----	----	----	----	----	------	-----	--------

TOTAL ROAD LENGTHS

PAV	UNP	TOTAL	PRG	HOM	P/H	SCH	CH	BS	IN	RF	#B	TRAF	TOTAL
0	13.11	13.11		23	6	0	1	3	0	1	1	1	282

Total Roads: 17

Unpaved Secondary Roads Summary Report - HOLD

Friday, June 08, 2012

10:38:32 AM

HYDE		ROAD LENGTHS																				
S/R	PR	FZ	SU	HL	NAME	PAV	UNP	TOTAL	PRG	HOM	P/H	SCH	CH	BS	IN	RF	#B	RT	TRAF	T/F	TOTPTS	
1331			S	Y	ST. LIDDY ROAD	0	0.43	0.43		9	0	0	1	0	0	0	0	0	0	54	N	202.8
						TOTAL ROAD LENGTHS						TOTAL										
Total Roads:						1	0	0.43	0.43	9	0	0	1	0	0	0	0	0	0	54		



Since 1712

HYDE COUNTY

NORTH CAROLINA

Item Number: 17

Meeting Date: 06.18.12

Presenter(s): Gloria Spencer

Title: DSS Manager

Agency/Dept.: Department of Social Services

Item Title: ADAP Center Funding

Attachments: Yes

Description: Gloria Spencer, DSS Director and Alice Mackey and Elizabeth Gurganus, ADAP Center Staff will present update and will review the billing process for Mattamuskeet Opportunities/Hyde ADAP 2010-2011.

Times Read: First

Impact on Budget:

Recommendation: Discuss

MOTION MADE BY:

_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

MOTION SECONDED BY:

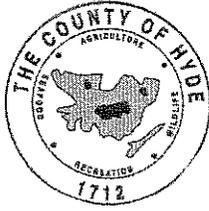
_____ A. Byrd
 _____ B. Swindell
 _____ D. Styron
 _____ D. Tunnell
 _____ S. Spencer

Vote:

A. Byrd
 B. Swindell
 D. Styron
 D. Tunnell
 S. Spencer

Aye

Nay



HYDE COUNTY
DEPARTMENT OF SOCIAL SERVICES
MATTAMUSKEET OPPORTUNITIES ADAP CENTER
POST OFFICE BOX 220
SWAN QUARTER, NC 27885

GLORIA SPENCER
DIRECTOR

TELEPHONE
252-926-4199

ALICE S. MACKEY
COORDINATOR

TELEPHONE
252-926-5411

June 12, 2012

Please review billing process for Mattamuskeet Opportunities/Hyde ADAP 2010-2011.

As your review each form be advised that these forms are from two billing systems.

Attachment 5A: This form was emailed to Gloria Spencer June 6, 2012 at 5:41 pm.

Attachment 5B: Transaction Inquiry Report was requested by Mazie Smith to verify what was advanced and recouped.

Form 1: Old system July 2010 – June 2011.

(Juniper) billing system claim form for reimbursement. Results, we were able to view and see exactly what was billed and received.

Form 2: Juniper was replaced August 2011 with (Provider Direct) billing system. We had to start filling out form CMS 1500 claim form. These forms were not able to be reviewed until results until Late April 2012.

Form 3: Claim Status forms showed what was approved or denied and amount paid to provider (DSS)

Form 4: RA (Remittance Advice) was available in May. We were able to pull information on our computers in June. There was a difference in the previous claim status form as to what was denied and approved.

Form 5: This is a complete RA (Remittance Advice) showing one billing period 1-9-2012 through 1-26-2012 for all consumers.

Advance payment was disbursed in August 2011 based on what was received last year in same billing period. We understood ECBH was going to start recouping the advanced payment as soon as the new system was running.

This information is as accurate as we are able to provide any further information will be discussed in meeting for clarification.

Elizabeth Gurganus

From: Suzanne Johnson [SJohnson@hydecountync.gov]
Sent: Thursday, June 07, 2012 8:11 AM
To: EGurganus@hydecountync.gov
Subject: FW: provider advance repayment

From: Elizabeth Harrell [mailto:eharrell@ecbhime.org]
Sent: Wednesday, June 06, 2012 5:42 PM
To: Gloria Spencer; sjohnson@hydecountync.gov
Subject: provider advance repayment
Importance: High

Beginning in September, 2011 ECBH made advance payments to providers for State funds and for Medicaid pass through billing, due to our IT system conversion from CMHC to CI. Below is a record of the advance payments to your agency:

HYDE CO	12,948.00	15,290.00	4,892.50	6,980.00	5,080.00	1,155.00	9,420.00
DEPARTMEN							

From September through December, these payments were paid based on estimates from your past billing history. Beginning in January, our system read the file we received back from the State and we paid providers those amounts but could not produce an RA/835 for providers to upload in their system. In April, our system produced all back RAs/835s and paid those claims again. Our original plan was to recoup those advances as the claims came through the system to pay, but due to the volume at the time, we chose not to. We now need to collect those advance payments back from you. There are 2 options in paying back the funds. They are:

1. Issue a check to ECBH by 6/15/12 for the amount owed back.
2. ECBH can recoup the advance from your next payments. With this option, it will take the advance from the RAs/835s and from individual consumer accounts which may cause confusion when reading and posting them back.

We need to hear back from you no later than 6/8/12 on which method you prefer. You can respond to this email with your choice and plan. If we do not hear back, we will begin recouping from all future payments to your agency until your agency has paid in full. Thank you for your patience and for working with us through this conversion, and please let me know if you have any questions.

Elizabeth Gurganus

From: Suzanne Johnson [SJohnson@hydecourtync.gov]
Sent: Thursday, June 07, 2012 8:11 AM
To: EGurganus@hydecourtync.gov
Subject: FW: provider advance repayment

	1,155.00	9,420.00	8,757.50	8,150.00	12,032.50	Total due 44,340.50
--	---------------------	---------------------	----------	----------	-----------	------------------------

Elizabeth Harrell
Staff Accountant
East Carolina Behavioral Health
144 Community College Rd
Ahoskie NC 27910
252-332-4137
252-332-2352 Fax

This E-mail may contain information that is privileged and confidential and/or exempt from disclosure under HIPAA Regulations 160-160.514;42 C.F.R. Part 2; G.S. 122C. This transmission is intended solely for the individual or entity designated in the address. If you are not the recipient, or the employee or agent responsible for delivering it to the intended recipient, you should understand that any distribution, copying, or use of the information contained in this E-mail by anyone other than the designated recipient IS UNAUTHORIZED AND STRICTLY PROHIBITED. If you received this E-mail in error, please immediately notify the sender by return E-mail or telephone and destroy all attached information.

This is a reminder that the ECBH Access phone lines, 1-877-685 2415 is for consumers and issues around consumer care only.

For all other business matters, including Provider and Consumer Relations, UM and Business Office, please dial one of the following numbers:
Ahoskie 252-332-4137 New Bern 252-636-1510
Greenville 252-695-6400 Camden 252-338-0142

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.930 / Virus Database: 2425.1.1/5051 - Release Date: 06/06/12 02:36:00

Vendor ID: CI10359 HYDE COUNTY DSS

Ranges: From: To:
 Document Number First Last
 Document Date First Last
 Type Payment Payment

Sorted By: Type/Document Number Include: Work, Open, History

* Voided

Origin	Document Number	IC	Type	Doc Date	Original Amount	Unapplied Amount
Voucher/Payment Number	Due Date	Disc Date	Transaction Description	Currency ID		
History 0000002276	EFT0000481	NO	FMT	11/9/2011	* \$18,300.00	claims pd \$0.00
History 0000002847	EFT0000722	NO	FMT	12/9/2011	\$15,290.00	Advance \$0.00
History 0000003243	EFT0000901	NO	FMT	1/6/2012	\$4,892.50	Advance \$0.00
History 0000003634	EFT0001057	NO	FMT	1/27/2012	\$6,980.00	Advance \$0.00
History 0000003973	EFT0001226	NO	FMT	2/9/2012	\$5,080.00	Advance \$0.00
History 0000004134	EFT0001319	NO	FMT	2/21/2012	\$1,155.00	Advance \$0.00
History 0000004621	EFT0001549	NO	FMT	3/12/2012	\$9,420.00	Advance \$0.00
History 0000005076	EFT0001699	NO	FMT	3/30/2012	\$8,757.50	Advance \$0.00
History 0000005738	EFT0001860	NO	FMT	4/6/2012	* \$4,590.00	claims pd \$0.00
History 0000005787	EFT0001954	NO	FMT	4/10/2012	* \$6,235.00	claims pd \$0.00
History 0000006007	EFT0001997	NO	FMT	4/12/2012	* \$21,717.50	claims pd \$0.00
History 0000004713	REMIT0000000000000016	NO	FMT	3/16/2012	claims payment *8150.00	recoup 8150.00 advance \$0.00
History 0000004978	REMIT0000000000000045	NO	FMT	4/2/2012	claims payment *12,032.50	recoup 12,032.50 advance \$0.00

Advance from old billing system **\$12,948.00** # 7991

Total Documents: 13

Advances = \$64,523.00

recoupments taken to date = \$20,182.50

Total Due to ECBH = 44,340.50

* Paid claims = \$71,025.00
 you should have RA's to match this amount

Total Funds pd to HCDSS YTD = 135,548.00

Form 1

July 2010

CPL10072714[1]
East Carolina Behavioral Health

Signon ID: youngjoy
07/27/2010 10:02am Page 1
Claims for HYDECODSS2

Claim File	Client	Date	Time	Dur	Serv Cat	FS	CPC	Units	Billed
1007HYDE20057	114330	07/01/2010	12:00am	6:00	YP660	95		6.00	60.00 <M> <C>
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1007HYDE20057	114330	07/14/2010	12:00am	6:00	YP660	95		6.00	60.00 <M> <C>
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1007HYDE20057	114330	07/15/2010	12:00am	6:00	YP660	95		6.00	60.00 <M> <C>
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1007HYDE20057	114330	07/20/2010	12:00am	6:00	YP660	95		6.00	60.00 <M> <C>
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CPL10072714[1]

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M:SHCDSS	1007HYDE20057	114331	07/08/2010	12:00am	6:00	YP660	95	6.00	A	PA	60.00	C:1st level adjudication approve	<M>	<C>
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CPL10072714[1]

Signon ID: youngjoy
07/27/2010 10:02am Page 3

Claims for HYDECODSS2

Claim File	Client	Date	Time	Dur	Serv Cat	FS	CPC	Auth Number	APD	Reason	Units	Billed	Pay Amt
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CPL10072714[1]

M:SHCDSS

C:1st level adjudication approve

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C:1st level adjudication approve

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M:SHCDSS

C:1st level adjudication approve

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C:1st level adjudication approve

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C:1st level adjudication approve

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CPL10072714[1]

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C:1st level adjudication approve

M:SHCDSS

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60.00 0.00 1007HYDE20168 A PA 60.00

C:1st level adjudication approve

M:SHCDSS

C:1st level adjudication approve

East Carolina Behavioral Health

□

Claim	Client	Date	Time	Dur	Serv	Cat	FS	CPC	Units	Billed
File		Orig Fee	Other Paid	Auth	Number	APD	Reason	Pay Amt		
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CPL10072714[1]

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CPL10072714[1]

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									C:1st level adjudication approve	

East Carolina Behavioral Health

Claims for HYDECODSS2

Signon ID: youngjoy
07/27/2010 10:02am Page 6

Claim File	Client	Date	Time	Dur	Serv	Cat	FS	CPC	Units	Billed
			Orig Fee	Other Paid				Auth Number	APD Reason	Pay Amt
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East Carolina Behavioral Health

Claims for HYDECODSS2

Signon ID: youngjoy
07/27/2010 10:02am Page 7

Claim File	Client	Date	Time	Dur	Serv Cat	FS	CPC	Auth Number	APD Reason	Units	Billed	Pay Amt
1007HYDE20057	137250	07/20/2010	12:00am	6:00	YP660		95		6.00		60.00	<M> <C>
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												C:1st level adjudication approve
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1007HYDE20057	137344	07/01/2010	12:00am	6:00	YP660		95		6.00		60.00	<M> <C>
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												C:1st level adjudication approve
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M:SHCDSS												

CPL10072714[1]

M:SHCDSS	1007HYDE20057	201733	07/08/2010	12:00am	6:00	YP660	95	6.00	60.00	<M>	<C>
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CPLI0072714[1]

726.00	Claims submitted:	123	Amount:	7,260.00	Units:
726.00	Claims fully paid:	123	Amount:	7,260.00	Units:
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