

**Crown Colony**  
**PO Box 598 / 291 Commercial Dr**  
 **Mooresville NC 28115**  
**(704) 663-7600 phone**  
**(704) 663-2881 fax**  
**crowncolony@ymail.com**

## Fax

**To:** DHSR Construction **From:** Janet Will  
**Date:** 10-30-19 **Pages:** 18  
**Re:** SOD

Urgent     For Review     Please Reply

Comments:

**Confidentiality Notice:**

This facsimile transmission contains information which is confidential and/or privileged. This information is intended for use only by the addressee listed above. If you are not the intended recipient, please be advised that any disclosure, copying, distribution, or use of the contents of this information is strictly prohibited, and that any misdirected or improperly received information must be returned to this company immediately. Your cooperation in phoning us of erroneous receipt is requested.

PRINTED: 10/11/2019  
FORM APPROVED

Division of Health Service Regulation

STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>HAL049010</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: <b>01</b>  B. WING: _____	(X3) DATE SURVEY COMPLETED  <b>10/03/2019</b>
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NAME OF PROVIDER OR SUPPLIER  
**CROWN COLONY**

STREET ADDRESS, CITY, STATE, ZIP CODE  
**291 COMMERCIAL DRIVE  
MOORESVILLE, NC 28115**

(X4) ID PREFIX TAG	SUMMARY STATEMENT OF DEFICIENCIES (EACH DEFICIENCY MUST BE PRECEDED BY FULL REGULATORY OR LSC IDENTIFYING INFORMATION)	ID PREFIX TAG	PROVIDER'S PLAN OF CORRECTION (EACH CORRECTIVE ACTION SHOULD BE CROSS-REFERENCED TO THE APPROPRIATE DEFICIENCY)	(X5) COMPLETE DATE
C 000	<p><b>Initial Comments</b></p> <p>Report of a Construction Section Biennial Survey by Ed Miller, conducted on October 3, 2019.</p> <p>Records indicate this facility was first licensed on July 24, 1997. The facility is currently licensed for 60 Beds. Therefore the facility was surveyed for conformance with the 1996 Rules for Licensing of Adult Care Homes of Seven or More Beds in effect at the time of initial licensure, applicable portions of the 2005 Rules for Licensing of Adult Care Homes of Seven or More Beds and the 1996 Edition of the North Carolina Building Code(s), Institutional Occupancy.</p> <p>Deficiencies were cited that require a Plan of Correction.</p>	C 000	<p>Paperwork was received from fire marshal showing corrections from Dec. 2018 inspection report. (See Exhibit A)</p> <p>Deficiencies from last annual Fire sprinkler <del>were</del> inspection were corrected on 10-23-2019. (See attached report Exhibit B)</p>	10-3-19
C 111	<p><b>Must Have Current San. &amp; Fire Safety Reports</b></p> <p>SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0302 DESIGN AND CONSTRUCTION</p> <p>f) The facility shall have current sanitation and fire and building safety inspection reports which shall be maintained in the home and available for review.</p> <p>This Rule is not met as evidenced by:</p> <p>1. Based on record review, and interview with Executive Director and Maintenance Director the facility has unresolved deficiencies cited on their current (completed within the last twelve months) annual inspection report(s) required by this Rule. Findings on October 3, 2019:</p> <p>a. The last annual Fire Sprinkler System Inspection, Testing, and Maintenance in accordance with NFPA 25, available for review, performed in December 4, 2018, listed several deficiencies. Review the list and have the</p>	C 111	<p>Deficiencies from last annual Fire sprinkler <del>were</del> inspection were corrected on 10-23-2019. (See attached report Exhibit B)</p>	10-23-19

Division of Health Service Regulation

LABORATORY DIRECTOR'S OR PROVIDER/SUPPLIER REPRESENTATIVE'S SIGNATURE

TITLE

(X6) DATE

STATE FORM

8099

EV1021

If continuation sheet 1 of 6

*Janet B. Well* Administrator 10-28-19

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Division of Health Service Regulation

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C 111	Continued From page 1	C 111		
C 166	<p>Housekeeping-Maintained Free of Hazards</p> <p>SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0306 HOUSEKEEPING AND FURNISHINGS</p> <p>(a) Adult care homes shall:</p> <p>(5) be maintained in an uncluttered, clean and orderly manner, free of all obstructions and hazards;</p> <p>(e) This Rule shall apply to new and existing facilities.</p> <p>This Rule is not met as evidenced by:</p> <p>1. Based on Observation, the Building was not maintained free of hazards, if compress gas cylinders fall, breaking their valves, propelling the cylinder, and turning it into a dangerous projectile. Findings on October 3, 2019:</p> <p>a. Bedroom A-8 - eight portable medical oxygen cylinders are standing up on the floor plastic crate not physically secured in racks, stands or chained to the structure. Deficiency corrected before construction surveyors departed site.</p> <p>2. Based on Observation, and Interview with Manager, the facility failed to keep plumbing system devices clean and in good repair. Findings on October 3, 2019:</p> <p>a. Bedroom D-10 - the connection of the commode to the floor is loose.</p>	C 166	<p>All commode connections were checked by maintenance man and corrected on 10-4-19. These will be checked monthly to ensure compliance.</p>	10-4-19 ongoing
C 183	<p>Fire Extinguishers</p> <p>SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0308 FIRE EXTINGUISHERS</p> <p>(a) At least one five pound or larger (net charge)</p>	C 183		

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STATEMENT OF DEFICIENCIES AND PLAN OF CORRECTION	(X1) PROVIDER/SUPPLIER/CLIA IDENTIFICATION NUMBER:  <b>HA1045010</b>	(X2) MULTIPLE CONSTRUCTION A. BUILDING: <b>01</b>  B. WING _____	(X3) DATE SURVEY COMPLETED  <b>10/03/2019</b>
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NAME OF PROVIDER OR SUPPLIER  <b>CROWN COLONY</b>	STREET ADDRESS, CITY, STATE, ZIP CODE <b>291 COMMERCIAL DRIVE MOORESVILLE, NC 28115</b>
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C 183	<p>Continued From page 2</p> <p>A-B-C type fire extinguisher is required for each 2,500 square feet of floor area or fraction thereof.</p> <p>(b) One five pound or larger (net charge) A-B-C or CO/2 type is required in the kitchen and, where applicable, in the maintenance shop.</p> <p>This Rule is not met as evidenced by:</p> <p>1. Based on observation, the facility failed to properly maintain the fire extinguishers and associated equipment. This could hamper staff's ability to extinguish a small fire and permit it to grow larger.</p> <p>Findings on October 3, 2019:</p> <p>a. Nurse Station - large trash can is blocking access to the portable fire extinguisher, mounted on the wall around 36 AFF. Deficiency corrected before Construction Surveyors departed site.</p>	C 183	<p>Fire extinguishers were corrected by maintenance 10/2019. We will send data and photos were applicable.</p>	10-2019
C 189	<p>Building Equipment Maintained Safe, Operating</p> <p>SECTION .0300 - PHYSICAL PLANT 10A NCAC 13F .0311 OTHER REQUIREMENTS</p> <p>(a) The building and all fire safety, electrical, mechanical, and plumbing equipment in an adult care home shall be maintained in a safe and operating condition.</p> <p>(k) This Rule shall apply to new and existing facilities with the exception of Paragraph (e) which shall not apply to existing facilities.</p> <p>This Rule is not met as evidenced by:</p> <p>1. Based on observation, the Building was not maintained in a safe and operating condition, because the commercial kitchen hood's fire suppression system lacked the inspections, maintenance, and documentation required to ensure a properly working system. This could</p>	C 189	<p>Cards were provided so they can be checked routinely by maintenance to ensure they are working properly.</p>	10-2019 ongoing

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NAME OF PROVIDER OR SUPPLIER  <b>CROWN COLONY</b>	STREET ADDRESS, CITY, STATE, ZIP CODE <b>291 COMMERCIAL DRIVE MOORESVILLE, NC 28118</b>
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C 189	<p>Continued From page 3</p> <p>affect residents, staff, and visitors if the commercial kitchen hood's suppression system fails to operate properly when needed. Findings on October 3, 2019:</p> <p>a. Kitchen -since the last semi-annual maintenance was performed on the commercial kitchen hood's fire suppression system, there has been no documentation of the monthly in-house/owner inspections.</p> <p>2. Based on observations, the Building fire safety was not maintained in a safe and operating condition. This could expose all to fire/smoke if not contained in room of origin. Findings on October 3, 2019:</p> <p>a. B Hall Janitor room - two three-inch PVC pipe are not properly firestopped with a fire collars, or another approved method, as they penetrate the one-hour fire fire-resistance-rated ceiling assembly.</p> <p>b. Pantry - two three-inch PVC pipe are not properly firestopped with a fire collars, or another approved method, as they penetrate the one-hour fire fire-resistance-rated ceiling assembly.</p> <p>c. Laundry Water Heater Room - two three-inch PVC pipe are not properly firestopped with a fire collars, or another approved method, as they penetrate the one-hour fire fire-resistance-rated ceiling assembly.</p> <p>d. A Hall attic - the smoke damper's motors are not holding the dampers open.</p> <p>3. Based on observation, the Facility failed to maintain the electrical system in a safe and operating condition. Findings on October 3, 2019:</p> <p>a. Bedroom A-7 - a multiple plug adaptor, without integral overcurrent protection, is attached to an electrical power receptacle.</p> <p><i>Deficiency corrected before construction</i></p>	C 189	<p><i>Fire collars were applied to all areas not in compliance on inspection day. Maintenance took care of this 10-2019.</i></p>	

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NAME OF PROVIDER OR SUPPLIER  <b>CROWN COLONY</b>	STREET ADDRESS, CITY, STATE, ZIP CODE <b>291 COMMERCIAL DRIVE MOORESVILLE, NC 28115</b>
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C 189	<p>Continued From page 4</p> <p><del>Surveyors departed site</del></p> <p>b. Beauty Shop - an extension cord is being used to power clippers and hair driers. Extension cords cannot substitute for permanent wiring. <del>Deficiency corrected before construction</del> <del>Surveyors departed site</del></p> <p>c. Exterior near Bedroom D-10 - the ground-fault circuit-interrupter (GFCI) electrical power receptacle does not trip when its test button is pushed or when tested with a ground fault receptacle tester &amp; circuit analyzer.</p> <p>4. Based on observation, the smoke tight corridor doors are not maintained in a safe and operating condition. Findings on October 3, 2019: a. B Hall Snack Room - the corridor door latches to its frame, but a very light touch will cause the door to release.</p> <p>5. Based on Observation, corridor doors are not maintained in a safe and operating condition. Doors are blocked open or held open by unapproved devices or methods. All occupants in the facility could be affected if doors cannot be closed or closed rapidly with a light push or pull of the door to limit the spread of smoke and fire to the area of origin. Findings on October 3, 2019: a. Nurse Station - the corridor door has a heavy metal object <del>Deficiency corrected before construction</del> <del>Construction</del> <del>Surveyors departed site</del></p> <p>6. Based on Observation, the Building was not maintained in a safe and operating, because some building components fall to function as originally intended. Findings on October 3, 2019: a. Exit near Bedroom B-8 - the panic hardware is missing its end cover, exposing sharp edges</p>	C 189	<p>Receptacle was replaced by maintenance 10/2019 photos will be sent.</p> <p>Door with issues shutting securely were adjusted by maintenance 10-2019 these will be checked monthly to ensure compliance</p> <p>Panic hardware was replaced and made safe from exposed edges (photos to come) 10-2019</p>	

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NAME OF PROVIDER OR SUPPLIER  <b>CROWN COLONY</b>	STREET ADDRESS, CITY, STATE, ZIP CODE <b>291 COMMERCIAL DRIVE MOORESVILLE, NC 28116</b>
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C-189	<p>Continued From page 5</p> <p>that could injure occupants.</p> <p>b. B Hall Lobby Exit - the panic hardware is missing its end cover, exposing sharp edges that could injure occupants.</p> <p>c. B Hall Snack Room - the panic hardware is missing its end cover, exposing sharp edges that could injure occupants.</p>	C 189		

# Mooresville Fire-Rescue

Exhibit A

Occupancy: **Crown Colony**

*ental*

Occupancy ID: **852**

Address: **291 Commercial DR  
Mooresville NC 28115**

Inspection Type: **1 Year Inspection**

Inspection Date: **10/23/2018**

By: **Workman, Ronnie J (261)**

Time In: **10:35**

Time Out: **11:06**

Authorized Date: **Not Author**

By:

Next Inspection Date: **02/24/2019 1 Year Inspection**

Form: Basic Inspection Form  
V7.1

## Emergency Planning and Preparedness

### 405.5 Record keeping. (Fire & Emergency Evacuation Drills)

Records shall be maintained of required emergency evacuation drills and include the following information: 1. Identity of the person conducting the drill. 2. Date and time of the drill. 3. Notification method used. 4. Staff members on duty and participating. 5. Number of occupants evacuated. 6. Special conditions simulated. 7. Problems encountered. 8. Weather conditions when occupants were evacuated. 9. Time required to accomplish complete evacuation.

Status: **FAIL**

Notes: Email copy of the last 6 months of fire drills and fire safety training reports.

## Building Service and Systems

### 609.3.2 Grease Extractors.

If grease extractors are installed, they shall be operated when the commercial type cooking equipment is used.

Status: **FAIL**

Notes: Grease capture missing on hood system.

## NFPA 72

### NFPA 72 requirements not listed in the NCFPC.

Violations that are referenced in NFPA 72.

Status: **FAIL**

Notes: Fire alarm in trouble mode. Pit tamper switch.

## Category

Start Date/Time

End Date/Time

Notes: No Additional time recorded

Total Additional Time: **0 minut**

Inspection Time: **31 minut**

Total Time: **31 minut**

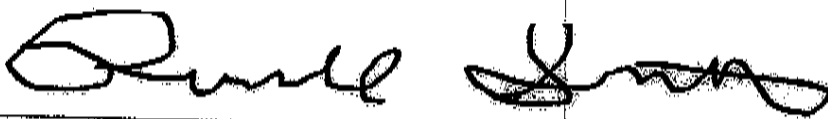
Overall Result: **Correction Notice Issued**

Inspector Notes:



Pursuant to N.C.G.S. 160A-412(F) an informal review may be requested by submitting the attached form or the form may be obtained on the Town of Mooresville Website <http://www.mooresvillenc.gov/462/Construction-Permits-Plans-Review/Inspection>. The form must be submitted to Fire Marshal Geoff Woolard at 457 N Main Street, Mooresville, NC 28115 or [geoff.woolard@mooresvillenc.gov](mailto:geoff.woolard@mooresvillenc.gov). An appointment to discuss the inspection results can be made by calling 704-660-7108.

Name: Workman, Ronnie J  
Rank: Assistant Fire Marshal  
Email(s): [dbrooks@mooresvillenc.gov](mailto:dbrooks@mooresvillenc.gov), [hposton@mooresvillenc.gov](mailto:hposton@mooresvillenc.gov), [jworkman@mooresvillenc.gov](mailto:jworkman@mooresvillenc.gov)  
Workman, Ronnie J:

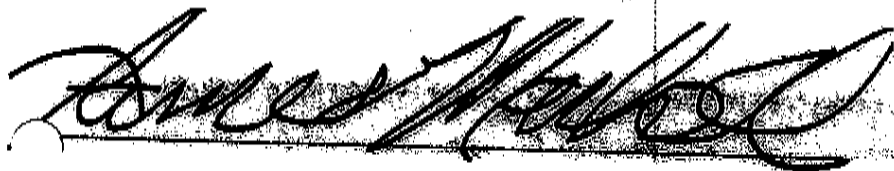


Signed on: 10/23/2018 11:08

Signature

Date

Signature of: James Marshal on 10/23/2018 11:10



Signature

Date



# Mooresville Fire-Rescue

Occupancy: **Crown Colony**  
Occupancy ID: **852**  
Address: **291 Commercial DR**  
**Mooresville NC 28115**

*Corrected*

Inspection Type: **Re-Inspection**  
Inspection Date: **10/3/2019** By: **Workman, Ronnie J (261)**  
Time In: **11:15** Time Out: **11:16**  
Authorized Date: **Not Author** By:

Form: Basic Inspection Form  
V7.1

Next Inspection Date: **01/01/2020 Pre-Plan**

### Emergency Drilling and Preparedness

#### 405.5 Record keeping. (Fire & Emergency Evacuation Drills)

Records shall be maintained of required emergency evacuation drills and include the following information: 1. Identity of the person conducting the drill. 2. Date and time of the drill. 3. Notification method used. 4. Staff members on duty and participating. 5. Number of occupants evacuated. 6. Special conditions simulated. 7. Problems encountered. 8. Weather conditions when occupants were evacuated. 9. Time required to accomplish complete evacuation.

Status: **VIOLATION CORRECTED**

Notes: **Email copy of the last 6 months of fire drills and fire safety training reports.**

### Building Services and Systems

#### 609.3.2 Grease Extractors.

Where grease extractors are installed, they shall be operated when the commercial type cooking equipment is used.

Status: **VIOLATION CORRECTED**

Notes: **Grease capture missing on hood system.**

### NFPA 72

NFPA 72 requirements not listed in the NCFPC.

Violations that are referenced in NFPA 72.

Status: **VIOLATION CORRECTED**

Notes: **Fire alarm in trouble mode. Pit tamper switch.**

### Category

Start Date/Time

End Date/Time

Notes: **No Additional time recorded**

**Total Additional Time: 0 minutes**

**Inspection Time: 1 minutes**

**Total Time: 1 minutes**

**Overall Result: Passed**

**Inspector Notes:**

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Name: Workman, Ronnie J  
Rank: Assistant Fire Marshal  
Email(s): [dbrooks@mooresvillenc.gov](mailto:dbrooks@mooresvillenc.gov), [hposton@mooresvillenc.gov](mailto:hposton@mooresvillenc.gov), [jworkman@mooresvillenc.gov](mailto:jworkman@mooresvillenc.gov)  
Workman, Ronnie J:

Signed on: 10/03/2019 11:16

Signature

Date

Signature of: Lorie on 10/03/2019 11:16

Signature

Date

EXHIBIT B,

# JOB SUMMARY



**From** BVS Systems Inc  
 18525 Statesville Rd Sulte D7  
 Cornelius, NC 28031  
 (704) 896-9989

**Job No.** 17434375  
**Date** 10/23/2019  
**Type** Repair  
**PO No.**

**Job For** Crown Colony At Mooresville  
 Crown Colony At Mooresville  
 291 Commercial Drive  
 Mooresville, NC 28115

## Job Description

### COMMENTS:

1. Time and Material Repair - is a Block of Time to Diagnose and Repair why the Water Motor Gong is not functioning. Any Parts, Material, and additional time needed to perform the repair will be added to Final Invoice.

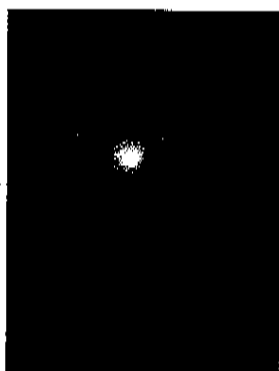
Ask for Amy or Lori upon arrival. Need to be on site before 4 pm but can go any day.

## Services

Location - Building

Diagnose and Repair Water Motor Gong

## Files and Photos



## Comments

Jeff Wilhelm  
 10/23/2019 12:00pm EDT

Cleaned out water motor gong lines. Gong is currently working.



## Disclaimers and Warranties

scheduled rates.

BVS Systems Inc. reserves the right to implement a reasonable temporary surcharge to adjust for any rise in pricing structures for fuel and/or material that may be caused by natural disasters, supply shortages or any other means not directly in control of BVS Systems Inc.

If the use of a subcontractor is required due to proprietary systems or components, BVS Systems Inc. will charge at the subcontractors rate plus 20%.

BVS Systems Inc. will perform your regularly scheduled (quarterly, semi-annual or annual) inspections anytime during the month of their expiration unless special arrangements have been made otherwise.

If special materials (those not normally carried on our vehicles) or Fabrication of material is needed, BVS Systems Inc. will charge for both Fabrication Labor at \$68.00/man hour as well as Truck, Lift, Freight and/or Equipment Expenses.

If any pipe and/or materials are stored onsite or our shop, BVS Systems Inc. reserves the right to invoice for these materials as deemed necessary. If the project is delayed for any reason, BVS Systems Inc. will not be responsible for the condition of the stored pipe and/or materials as well as protection of the stored pipe and materials, storage costs, re-fabrication costs, cleaning of the pipe and fittings, corrosion, Microbiologically Influenced Corrosion (MIC) or anything else caused by the project delays.

BVS Systems Inc. will strive to do our best to avoid damage to other areas while performing our work but will not be held responsible for ceiling removal and/or replacement, painting and/or patching, carpet or furniture protection and protection of equipment from paint, spackle, etc. The property owner shall be solely responsible for securing the property, protecting furniture and equipment, and securing valuable items from damage.

BVS Systems Inc. typically travels in teams of two service technicians per vehicle which will be reflected in our billing for repairs to all systems excluding Portable Fire Extinguishers.

#### **HAZARDOUS MATERIAL / ASBESTOS**

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site, BVS Systems Inc., shall upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner in writing.

The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by BVS Systems Inc. and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The owner shall supply in writing, the names of the persons or agencies that have performed the testing or are to perform the task of removal or safe containment of the material or substance. BVS Systems Inc. shall notify the owner in writing of any objection to the proposed person or entity. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the owner and BVS Systems Inc.

To the fullest extent permitted by law, the owner shall indemnify and hold harmless BVS Systems Inc. and its agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from performance of the work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such damage, loss or expense is not due to the sole recklessness or intentional acts of the party seeking indemnity.

If BVS Systems Inc. without negligence, is held liable for the remediation of a hazardous material or substance solely by reason of performing work as described in the contract, the owner shall indemnify BVS Systems Inc. for all cost and expense thereby incurred.

#### **PAYMENT TERMS**

Invoicing is generated upon performance of a specific inspection or item in this Agreement. Payment is strictly due thirty (30) days from date of our Invoice unless special arrangements are made. You may opt to pay by check, cash, Master Card or Visa. New customers are required to complete a credit application or will be required to pay COD. Customer will be required to submit such financial information as BVS Systems Inc. may reasonably require for determination of credit terms.

If BVS Systems Inc. has not granted credit to customer, which it may do at its sole discretion, payment terms are cash on delivery. There will be a \$50.00 cancellation charge if customer does not have required COD at the time of service and must reschedule. All COD orders totaling \$1000 or more must be paid with certified funds (certified check, money order or cashiers check). There will be a \$35.00 service charge on all returned checks.

BVS Systems Inc. may at its sole discretion at any time change the terms of customers credit or require advance credit or payment by bank check. If BVS Systems Inc. reasonably believes a customers ability to make payments is impaired, BVS Systems Inc. may cancel any order or remaining balance thereof, and customer will remain liable to pay BVS Systems Inc. for products shipped or services already received.

If customer fails to make payment when due, without prejudice to any other right or remedy, (i) overdue sums will bear interest to date of payment at an annual rate of 18% or such lower rate as may be the maximum permitted by law and (ii) BVS Systems Inc. will be entitled to reimbursement for all costs of collection and reasonable attorneys fees.

BVS Systems Inc. reserves the right to refuse or delay any new service request or regularly scheduled maintenance due to lack of payment of previous services, at its sole discretion.

#### **CENTRAL STATION MONITORING**

The Customer understands that the signals from the electroprotective system which the Central Station Monitoring Center will monitor are transmitted over normal telephone lines, radio or cellular channels to the Central Station Monitoring Center. The Customer also understands that the Central Station Monitoring Center or BVS Systems cannot be responsible for any monitoring during periods when either Customers or Central Station Monitoring Centers telephone lines, radio or cellular channels are not working, or under any condition which would make it impossible to send a normal telephone, radio or cellular call from the Customers premises to the Central Station Monitoring Center.

The Central Station Monitoring Center or BVS Systems Inc. shall not be responsible for losses or damages suffered by the Customer caused by: (a) defects or deficiencies in the electro-protective system owned by the Customer and (b) delay in response time or failure to respond by any person or authority notified by the Central Station Monitoring Center or BVS Systems Inc. according to the Customers instructions in this contract.

The Company or Dealer shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at any Subscriber's premises. The Central Station Monitoring Center or BVS Systems Inc. shall not be responsible for any fees, licenses or taxes imposed by any government authority.

#### LIMITATION OF LIABILITY

BVS Systems Inc. does not assume any responsibility for failure to operate or faulty operation as such failures may be due to causes beyond our control such as malicious tampering by owner or third parties, accidents, failure to perform required housekeeping/maintenance, failure to perform required modifications, acts of god, etc.

After any Inspection or Maintenance the fire protection system will be placed back into service with all components (Valves, Switches, Detectors, etc.) in operational condition by BVS Systems Inc. and henceforth the owner is responsible for further care and maintenance as described in the applicable codes and standards.

It is understood and agreed that BVS Systems Inc. is NOT an insurer and is NOT warranting or guaranteeing the adequacy, performance or life expectancy of any structure, item, component or system in the building. BVS Systems Inc. expressly waives any and all warranties, including any warranty for fitness for a particular product, connected with its work or the systems it implements, aside from those written warranties provided to the owner as a part of the contract for the work performed, if any. Further, it is mutually agreed that the maximum amount of joint and several liability BVS Systems Inc. can incur for any errors, mistakes, omissions, breach of contract, breach of warranty[sic], negligence, negligent misrepresentation, negligent hiring, or any other theory of liability including violation of a statute or consumer protection act is strictly limited to the FEE PAID for the inspection and report.

Owner, on behalf of itself and its agents and employees, hereby covenants and agrees to release BVS Systems Inc. and its agents and employees from liability for any damages due solely to the negligence or gross negligence of BVS Systems Inc. and/or its agents and employees, which damages are connected with the services performed for the Owner.

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**WORK ACKNOWLEDGEMENT**

Your Technician:

Jeff Wilhelm

On site 10/23/2019 at 9:55am

**From** BVS Systems Inc  
18525 Statesville Rd Suite D7  
Cornellius, NC 28031  
(704) 896-9989

**Job No.** 17434375  
**Type** Repair  
**PO No.**

**Job For** Crown Colony At Mooresville  
291 Commercial Drive  
Mooresville, NC 28115

**Job Description****COMMENTS:**

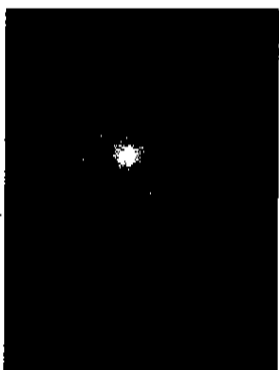
1. Time and Material Repair - is a Block of Time to Diagnose and Repair why the Water Motor Gong is not functioning. Any Parts, Material, and additional time needed to perform the repair will be added to Final Invoice.

Ask for Amy or Lori upon arrival. Need to be on site before 4 pm but can go any day.

**Completed Services**

**Location - Building**

Diagnose and Repair Water Motor Gong

**Files and Photos****Comments**

No Comments

**Disclaimers and Warranties****GENERAL TERMS AND CONDITIONS**

Although BVS Systems Inc. will respond to most requests for service, it is understood that BVS Systems Inc. will accept liability only for faulty workmanship as performed by our representatives. Service requests made as a result of normal equipment failure, customer abuse, fires, natural disasters, faulty wiring or electric problems will be charged at scheduled rates.

BVS Systems Inc. reserves the right to implement a reasonable temporary surcharge to adjust for any rise in pricing structures for fuel and/or material that may be caused by natural

been made otherwise.

If special materials (those not normally carried on our vehicles) or Fabrication of material is needed, BVS Systems Inc. will charge for both Fabrication Labor at \$68.00/man hour as well as Truck, Lift, Freight and/or Equipment Expenses.

If any pipe and/or materials are stored onsite or our shop, BVS Systems Inc. reserves the right to invoice for these materials as deemed necessary. If the project is delayed for any reason, BVS Systems Inc. will not be responsible for the condition of the stored pipe and/or materials as well as protection of the stored pipe and materials, storage costs, re-fabrication costs, cleaning of the pipe and fittings, corrosion, Microbiologically Influenced Corrosion (MIC) or anything else caused by the project delays.

BVS Systems Inc. will strive to do our best to avoid damage to other areas while performing our work but will not be held responsible for ceiling removal and/or replacement, painting and/or patching, carpet or furniture protection and protection of equipment from paint, spackle, etc. The property owner shall be solely responsible for securing the property, protecting furniture and equipment, and securing valuable items from damage.

BVS Systems Inc. typically travels in teams of two service technicians per vehicle which will be reflected in our billing for repairs to all systems excluding Portable Fire Extinguishers.

#### HAZARDOUS MATERIAL / ASBESTOS

If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site, BVS Systems Inc., shall upon recognizing the condition, immediately stop work in the affected area and report the condition to the Owner in writing.

The Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by BVS Systems Inc. and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. The owner shall supply in writing, the names of the persons or agencies that have performed the testing or are to perform the task of removal or safe containment of the material or substance. BVS Systems Inc. shall notify the owner in writing of any objection to the proposed person or entity. When the material or substance has been rendered harmless, work in the affected area shall resume upon written agreement of the owner and BVS Systems Inc.

To the fullest extent permitted by law, the owner shall indemnify and hold harmless BVS Systems Inc. and its agents and employees from and against claims, damages, losses and expenses, including but not limited to reasonable attorneys fees, arising out of or resulting from performance of the work in the affected area if in fact the material or substance presents the risk of bodily injury or death and has not been rendered harmless, provided that such claim, damage, loss or expense is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) and provided that such damage, loss or expense is not due to the sole recklessness or intentional acts of the party seeking indemnity.

If BVS Systems Inc. without negligence, is held liable for the remediation of a hazardous material or substance solely by reason of performing work as described in the contract, the owner shall indemnify BVS Systems Inc. for all cost and expense thereby incurred.

#### PAYMENT TERMS

Invoicing is generated upon performance of a specific inspection or item in this Agreement. Payment is strictly due thirty (30) days from date of our invoice unless special arrangements are made. You may opt to pay by check, cash, Master Card or Visa. New customers are required to complete a credit application or will be required to pay COD. Customer will be required to submit such financial information as BVS Systems Inc. may reasonably require for determination of credit terms.

If BVS Systems Inc. has not granted credit to customer, which it may do at its sole discretion, payment terms are cash on delivery. There will be a \$50.00 cancellation charge if customer does not have required COD at the time of service and must reschedule. All COD orders totaling \$1000 or more must be paid with certified funds (certified check, money order or cashier's check). There will be a \$35.00 service charge on all returned checks.

BVS Systems Inc. may at its sole discretion at any time change the terms of customers credit or require advance credit or payment by bank check. If BVS Systems Inc. reasonably believes a customers ability to make payments is impaired, BVS Systems Inc. may cancel any order or remaining balance thereof, and customer will remain liable to pay BVS Systems Inc. for products shipped or services already received.

If customer fails to make payment when due, without prejudice to any other right or remedy, (i) overdue sums will bear interest to date of payment at an annual rate of 18% or such lower rate as may be the maximum permitted by law and (ii) BVS Systems Inc. will be entitled to reimbursement for all costs of collection and reasonable attorneys fees.

BVS Systems Inc. reserves the right to refuse or delay any new service request or regularly scheduled maintenance due to lack of payment of previous services, at its sole discretion.

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It is also understood that although the Central Station Monitoring Center or BVS Systems Inc. is being paid to monitor system designed to reduce certain risks of loss or damage, the Central Station Monitoring Center or BVS Systems Inc. cannot guarantee that loss or damage will not occur. The Central Station Monitoring Center or BVS Systems Inc. is not an insurer against loss or damage. All insurance arrangements to cover loss or damage must be made separately by the Customer.

The Company or Dealer shall not be responsible for any fees, charges, or assessments imposed by any government authority or other persons in connection with false alarms from any equipment located at any Subscriber's premises. The Central Station Monitoring Center or BVS Systems Inc. shall not be responsible for any fees, licenses or taxes imposed by



BVS Systems Inc. does not assume any responsibility for failure to operate or faulty operation as such failures may be due to causes beyond our control such as malicious tampering by owner or third parties, accidents, failure to perform required housekeeping/maintenance, failure to perform required modifications, acts of god, etc.

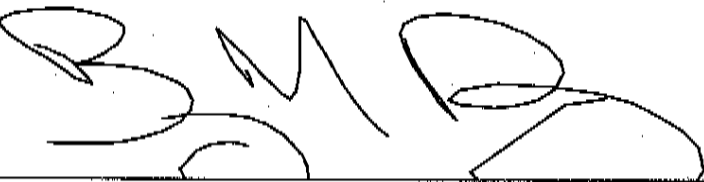
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Signature

10/23/2019 12:02pm EDT

A rectangular box containing a handwritten signature in black ink. The signature is stylized and appears to read "Brian Day".

Accepted By: Brian Day

Crowncolony@ymail.com

Exhibit D

## Sprinkler Inspection and 5 Year Internal

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From: Amy Jones (ajones@bvssystemsinco.com)

To: crowncolony@ymail.com

Date: Wednesday, October 30, 2019, 02:40 PM EDT

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Good afternoon,

I just wanted to confirm that per our phone conversation we are set up to come out to do the annual sprinkler inspection as well as the 5 year internal inspection on December 12<sup>th</sup> at 8 am.

I have given John, here at our office, all of the information about the damper that isn't working. He is going to try to make it out there this week to check out what the issue is and see what materials might be needed to tie in this damper to the panel. He mentioned that a relay module, if the panel is capable of holding that, or an external replay board may be needed to tie this device in. Once he gets out there then we will know for sure what is going to be required to make this work properly.

If you have any questions or need to change anything about the future inspections please let me know.

Thanks,

Amy Jones

**BVS Systems Inc.**

**Service Manager**

18525 Statesville Rd

Suite D7

PO Box 1520

Cornelius, NC 28031

P-704-896-9989

F-704-896-1935