

STATE OF NORTH CAROLINA  
COUNTY OF WAKE

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NORTH CAROLINA WELL CONTRACTORS  
CERTIFICATION COMMISSION

AND

STATE OF TENNESSEE DEPARTMENT OF  
ENVIRONMENT AND CONSERVATION DIVISION OF  
WATER RESOURCES

MEMORANDUM OF RECIPROCITY

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This MEMORANDUM OF RECIPROCITY is entered into by the North Carolina Well Contractors Certification Commission (hereinafter "COMMISSION") and the State of Tennessee Department of Environment and Conservation Division of Water Resources (hereinafter "DEPARTMENT") and agreed to by their undersigned representatives.

WHEREAS, it is the desire of the COMMISSION and the DEPARTMENT to enter into reciprocal agreement to recognize the respective certificate/license issued by the COMMISSION and the DEPARTMENT; and,

WHEREAS, the COMMISSION and the DEPARTMENT wish to continue to protect the health, safety, and welfare of the public in their respective states; and,

WHEREAS, the COMMISSION and the DEPARTMENT wish to simplify certification and licensing requirements for contractors and drillers already certified by the COMMISSION or licensed by the DEPARTMENT in their respective state and in good standing with the respective governing agencies; and,

WHEREAS, the COMMISSION will waive the written examination and field observation required for certification when a certification applicant licensed by the DEPARTMENT requests reciprocity; and,

WHEREAS, the DEPARTMENT will waive the written and oral examinations required for licensing when a license applicant certified by the COMMISSION requests reciprocity; and,

NOW THEREFORE, the North Carolina Well Contractors Certification Commission and the Tennessee Department of Environment and Conservation Division of Water Resources do hereby agree to the following terms of this Memorandum of Reciprocity.

- I. Definitions:
- a. Certified Well Contractor means an active COMMISSION certified well contractor in the appropriate classification.
  - b. Licensed Well Driller means the individual holder of a current license issued by the DEPARTMENT in the appropriate classification.
  - c. Licensed Well Installer means the individual holder of a current license issued by the DEPARTMENT in the appropriate classification.
  - d. Applicant means the individual who is certified or licensed in his/her home state and is now applying for certification or license in North Carolina or Tennessee.
- II. This MEMORANDUM shall apply to all well contractor and well driller or installer applicants.
- III. In this reciprocity agreement:
- 1) A currently certified level A well contractor is eligible for licensed well driller and installer reciprocity at any level except for water treatment devices.
  - 2) A currently certified level B well contractor is eligible for licensed well driller and installer reciprocity for cable tool drilling, monitor well drilling, well closure and abandonment and well pump installation.
  - 3) A currently certified level C well contractor is eligible for licensed well driller and installer reciprocity for well closure and abandonment and well pump installation.
  - 4) A currently certified level D well contractor is eligible for licensed installer reciprocity for well pump installation.
  - 5) A currently licensed W, G or B well driller is eligible for well contractor certification reciprocity at level A if the applicant has passed the air rotary, mud rotary, reverse circulation or other fluid circulation drilling examination(s).
  - 6) A currently licensed M well driller is eligible for well contractor certification reciprocity at level B.
  - 7) A currently licensed W well driller who has passed the cable tool drilling examination is eligible for well contractor certification reciprocity at level B.



- 8) A currently licensed C well driller is eligible for well contractor certification reciprocity at level C.
  - 9) A currently licensed P well installer is eligible for well contractor certification reciprocity at level D.
- IV. Applicants requesting reciprocity under this agreement shall submit in addition to the certification or license application 1) a copy of the current certification or license wallet card they hold, 2) a letter of good standing from the certifying or licensing agency, and 3) any additional reciprocity form(s) required by the agency to which the applicant is applying.
  - V. Any well contractor or well driller/installer receiving any disciplinary action(s) by the COMMISSION or the DEPARTMENT within the previous 24 months prior to application is not eligible for reciprocity under this Memorandum.
  - VI. The COMMISSION and the DEPARTMENT will each enforce the law under their jurisdiction and the application of this agreement. This MEMORANDUM is MADE PER the following authority:
    - a. N.C.G.S. §§ 87-98.1, 87-98.2, 87-98.3, 87-98.6, 87-98.7
    - b. T.C.A. §§ 4-5-201 *et seq.*, 69-10-106, 69-10-107
    - c. 15A NCAC Chapter 27(Well Contractor Certification Rules);  
TDEC Chapter 0400-45-09 (Water Well Licensing Regulations and Well Construction Standards)
  - VII. This MEMORANDUM may be amended or modified only in writing. Either party may terminate this MEMORANDUM by serving written notice to the other party at their address of record. The termination shall take effect sixty days after the terminating party serves notice, unless a later date is set forth.
  - VIII. This agreement shall be effective on July 1, 2014, and remain in effect indefinitely until superseded, rescinded, or modified.
  - IX. No part of this MEMORANDUM is to be construed to be in violation of any law or regulation, State or Federal. The COMMISSION and DEPARTMENT acknowledge that they have read and understand this MEMORANDUM.
  - X. The respective Chairman of the COMMISSION and Deputy Director, Division of Water Resources of the DEPARTMENT represent and warrant that they are authorized to assent to this MEMORANDUM.
  - XI. THIS MEMORANDUM comprises the entirety of the agreement between the COMMISSION and the DEPARTMENT on this subject.

XII. Any portion of this Agreement is severable from any other conditions or procedures therein. No part of this Memorandum is to be construed to be in violation of any law or regulation, state or federal. If any part of this Agreement is interpreted to be invalid or unenforceable, the remaining provisions of this Agreement are unaffected and survive any such determination.

Agreed, this the 12 day of June in the year of 2014.

NORTH CAROLINA WELL CONTRACTORS  
CERTIFICATION COMMISSION

STATE OF TENNESSEE DEPARTMENT OF  
ENVIRONMENT AND CONSERVATION  
DIVISION OF WATER RESOURCES



Cassandra J. Champion, REHS, NCWC  
Chairman



Alan Schwendimann  
Chief Deputy Director

(SEAL)

(SEAL)